



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, April 9, 2019 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Dore J. Gilbert, M.D. Mayor

**Janine Heft, Mayor Pro Tempore
Don Sedgwick, Council Member**

**Erica Pezold, Council Member
Dave Wheeler, 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.

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER PEZOLD

ROLL CALL OF CITY COUNCIL MEMBERS

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 Lucas Fellows.

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 12, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the March 12, 2019, Regular Meeting.

3.3 Warrant Register for the April 9, 2019, Regular Meeting

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 1, 2019, to March 28, 2019, in the amount of \$1,332,988.77.

3.4 Second Reading & Adoption of Proposed Ordinance Amending Chapter 9-64 (Community Care Facilities) to Permit Residential Care Facilities for the Elderly (7+ Occupants) Subject to a Conditional Use Permit Within the Neighborhood Mixed Use Zoning District

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 7-18-4244, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code amending Chapter 9-64 (Community Care Facilities) to permit Residential Care Facilities for the Elderly (7+ occupants) subject to a Conditional Use Permit within the Neighborhood Mixed Use zoning district."

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

Recommendation: That the City Council: (1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and (2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2018 to January 2019.

3.6 2018 General Plan Annual Progress Report

Recommendation: That the City Council receive the report and direct staff to forward the 2018 General Plan Annual Progress Report and Annual Element Progress Report-Housing Implementation to the State of California Department of Housing and Community Development (HCD).

3.7 Initiation of the 2019 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 14, 2019."

3.8 Resolution Adopting a List of Projects for Fiscal Year 2019-20 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 2019-20 funded by SB1: The Road Repair and Accountability Act of 2017."

3.9 Third Amendment to Office Lease for Suite 320 with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California

Recommendation: That the City Council approve the Third Amendment to Office Lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California, and authorize the City Manager to execute the Third Amendment to Lease.

3.10 Amendment No. 2 to the Professional Services Agreement with White Nelson Diehl Evans LLP to Perform Professional Independent Auditing and Accounting Services for an Additional Two Fiscal Years: FY 2018-19 and FY 2019-20

Recommendation: That the City Council approve and authorize the Mayor to sign proposed Amendment No. 2 to the Professional Services Agreement with White Nelson Diehl Evans LLP, to amend the scope of work to include professional independent auditing and accounting services for an additional two fiscal years: Fiscal Years 2018-19 and 2019-20.

3.11 Amendment No. 1 to Street Maintenance Services Agreement with Charles Abbott Associates, Inc.

Recommendation: That the City Council approve Amendment No. 1 to the Street Maintenance Services Agreement with Charles Abbott Associates, Inc., and authorize the City Manager to execute the Amendment.

3.12 Amendment No. 1 to Traffic Signal Maintenance Services Agreement with Computer Service Company

Recommendation: That the City Council approve Amendment No. 1 to the Traffic Signal Maintenance Services Agreement with Computer Service Company and authorize the City Manager to execute the Amendment.

3.13 Award of Contract for Graffiti Removal, Facilities Inspection, and On-Call General Maintenance and Repair Services

Recommendation: That the City Council award the Maintenance Services Agreement for graffiti removal, facilities inspection, and on-call general maintenance and repair services to West Gate Contractor in the low bid amount

of \$149,340.00 and authorize the Mayor to execute the Maintenance Services Agreement.

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 12, 2019, REGULAR MEETING

4.3.1 Approval of Minutes for March 12, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the March 12, 2019, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.2. Assistant City Manager/Public Services Director

6.2.1 Interstate 5 at El Toro Road Interchange Future Design, Planning and Environmental Document/Project Report Presentation

Recommendation: That the City Council receive a presentation on the future design and Planning and Environmental Document/Project Report of the Interstate 5 at El Toro Road Interchange Project and direct Staff to provide comments to Caltrans within the public review period.

6.3. Deputy City Manager/Community Services Director**6.3.1 Organic Waste Recycling**

Recommendation: That the City Council receive and file a presentation on Organic Waste Recycling and State Regulations.

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 23, 2019, will be canceled. The next regularly scheduled City Council/Planning Agency meeting will be held May 14, 2019, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by April 5, 2019, at 5:00 pm.



City Clerk

April 5, 2019

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 9, 2019
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for March 12, 2019, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the March 12, 2019, Regular Meeting.

ATTACHMENTS:

- 190312 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, March 12, 2019**

CLOSED SESSION - CONVENING AT 6:00PM

CALL TO ORDER

The meeting was called to order at 6:04 p.m. by Mayor Gilbert.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Mayor	Present	
Janine Heft	Mayor Pro Tempore	Present	
Erica Pezold	Council Member	Present	
Don Sedgwick	Council Member	Present	
Dave Wheeler	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

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

RECONVENE TO CITY COUNCIL CHAMBERS

RECESS

Attachment: 190312 CC Minutes (1829 : Approval of Minutes for March 12, 2019, Regular Meeting)

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

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER WHEELER**ROLL CALL OF CITY COUNCIL MEMBERS**

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Mayor	Present	
Janine Heft	Mayor Pro Tempore	Present	
Erica Pezold	Council Member	Present	
Don Sedgwick	Council Member	Present	
Dave Wheeler	Council Member	Present	

CLOSED SESSION REPORT**A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

City Attorney Simonian stated that the City Council convened into Closed Session this evening pursuant to the authorities listed on the Agenda. No reportable action was taken as a result of tonight's Closed Session Meeting.

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 Lucas Fellows.

1.2 2018 Laguna Hills Deputy of the Year

Recommendation: Mayor Gilbert presented a Certificate of Recognition to Deputy Anthony Sambrano, 2018 Laguna Hills Deputy of the Year.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Mayor Pro Tempore Heft and Council Member Wheeler removing Item No. 3.6 and City Manager White, Mayor Pro Tempore Heft, and Council Member Wheeler removing Item No. 3.10.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, 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 12, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the February 12, 2019, Regular Meeting.

3.3 Warrant Register for the March 12, 2019, Regular Meeting

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 1, 2019, to February 28, 2019, in the amount of \$1,359,724.65.

3.4 Second Quarter Financial & Treasurer's Report for Fiscal Year 2018/2019

Recommendation: That the City Council receive and file the Second Quarter Financial and Treasurer's Report for Fiscal Year 2018/2019.

3.5 Cost Sharing and Cooperative Agreement with the City of Aliso Viejo for the Alicia Parkway Street Improvement Project

Recommendation: That the City Council approve the Cost Sharing and Cooperative Agreement with the City of Aliso Viejo for the Alicia Parkway Street Improvement Project and authorize the City Manager to execute the Agreement.

3.7 2019 Volunteer Connection Day and Arbor Day Recognition

Recommendation: That the City Council receive and file the report and authorize the Mayor to sign the attached Arbor Day Proclamation as required by the Arbor Day Foundation for the Tree City USA Certification.

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

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

3.9 2019 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

Recommendation: That the City Council 1) Receive and file the 2019 Fourth of July Celebration pre-event report, and 2) Approve the fireworks display Agreement between Fireworks and Stage FX America, LLC, and the City of Laguna Hills for 2019 and authorize the City Manager to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.6 Approval of the Plans and Specifications and Authorization to Advertise for Bids for HVAC Equipment Replacements and Roofing Repairs at the Laguna Hills Community Center & Sports Complex, CIP No. 513B

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for HVAC equipment replacements and roofing repairs at the Laguna Hills Community Center & Sports Complex, CIP

No. 513B, and find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - Existing Facilities. The proposed project will result in rooftop exterior alterations to an existing recreation building constructed in 2000, involving primarily the replacement of HVAC equipment and associated roofing repairs.

RESULT:	APPROVED [4 TO 1]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member
NAYS:	Dave Wheeler, Council Member

3.10 Amendment No. 1 to an Existing Professional Services Agreement with HR Green Pacific Authorizing a Two-Year Extension for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services through August 2020

Recommendation: That the City Council: 1) Waive competitive formal bidding requirements and procedures set forth in the City of Laguna Hills Municipal Code (LHMC) Section 3-08.150 with regard to approval of the proposed Amendment No. 1 to the Professional Services Agreement for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services, with HR Green Pacific, Inc., as it is hereby found and determined, pursuant to LHMC Section 3-08.110, that compliance is not in the City's best interest at this time based on the information presented herein by City staff; 2) Approve the proposed Amendment No. 1 to the Professional Services Agreement with HR Green Pacific, Inc., for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services, with HR Green Pacific Inc., extending the term of the Agreement for an additional two years through August 31, 2020, and increasing the hourly rates and plan check fees; and 3) Authorize the Mayor to execute the attached Amendment No. 1 to the Professional Services Agreement with HR Green Pacific, Inc.

RESULT:	APPROVED [4 TO 0]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member
ABSTAIN:	Dave Wheeler, Council Member

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:34 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Chair	Present	
Janine Heft	Vice Chair	Present	
Erica Pezold	Agency Member	Present	
Don Sedgwick	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES FOR FEBRUARY 12, 2019, REGULAR MEETING

4.3.1 Approval of Minutes for February 12, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the February 12, 2019, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Vice Chair
SECONDER:	Dave Wheeler, Agency Member
AYES:	Dore J. Gilbert, M.D., Chair; Janine Heft, Vice Chair; Erica Pezold, Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Chair Gilbert adjourned the Planning Agency Meeting and, acting in the capacity of Chair/Mayor, called the Joint Planning Agency/City Council Meeting to order at 7:35 p.m.

JOINT PLANNING AGENCY/CITY COUNCIL MEETING**ROLL CALL OF JOINT PLANNING AGENCY/CITY COUNCIL MEMBERS**

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Chair/Mayor	Present	
Janine Heft	Vice Chair/Mayor Pro Tempore	Present	
Erica Pezold	Agency/Council Member	Present	
Don Sedgwick	Agency/Council Member	Present	
Dave Wheeler	Agency/Council Member	Present	

PUBLIC COMMENTS

There were no Joint Planning Agency/City Council Public Comments.

PUBLIC HEARING

Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a Request by ActivCare Living, Inc. to Construct an Approximately 31,500 Square Foot Residential Care Facility for the Elderly at 24888 Alicia Parkway, to Subdivide the Property into Two Parcels, to Consider a Zoning Text Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Amending Chapter 9-64 to Permit Residential Care Facilities for the Elderly (7+ Occupants) Within the Neighborhood Mixed Use Zoning District, and to Adopt a Mitigated Negative Declaration and Associated Mitigation Monitoring & Reporting Program

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation and responded to Planning Agency/City Council requests for additional information.

Chair/Mayor Gilbert opened the Public Hearing.

Kevin Moriarty, Chief Executive Officer for ActivCare Living, Inc., gave a brief presentation on the project and responded to Planning Agency/City Council requests for additional information.

Susan Davids, a resident of Laguna Hills, spoke in favor of the project.

Edie Montgomery, a resident of Laguna Hills, spoke in favor of the project.

Ralph Perovano, a resident of Laguna Hills, spoke in favor of the project.

David Cunningham, a resident of Laguna Hills, spoke in opposition of the project.

Mark C., a resident of Laguna Hills, spoke in opposition of the project.

Chair/Mayor Gilbert closed the Public Hearing.

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

- (1) Conduct a Joint Public Hearing;
- (2) That the City Council and Planning Agency adopt Joint Resolution No. PA2019-03-12-1: "A Joint Resolution of the City Council of the City of Laguna Hills and the Planning Agency of the City of Laguna Hills adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway";
- (3) That the City Council introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 7-18-4244, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code amending Chapter 9-64 (Community Care Facilities) to permit Residential Care Facilities for the Elderly (7+ occupants) subject to a Conditional Use Permit within the Neighborhood Mixed Use zoning district"; and
- (4) That the Planning Agency adopt Resolution No. PA2019-03-12-2: "A Resolution of the Planning Agency of the City of Laguna Hills, California,

approving Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Agency/Council Member
SECONDER:	Janine Heft, Vice Chair/Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Chair/Mayor; Janine Heft, Vice Chair/Mayor Pro Tempore; Erica Pezold, Agency/Council Member; Don Sedgwick, Agency/Council Member; Dave Wheeler, Agency/Council Member

JOINT PLANNING AGENCY/CITY COUNCIL MEETING ADJOURNMENT

Chair/Mayor Gilbert adjourned the Joint Planning Agency/City Council Meeting and reconvened the City Council Meeting at 9:02 p.m.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

The City Manager gave no Administrative Reports.

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

Mayor Pro Tempore Heft

Mayor Pro Tempore Heft stated that she attended the Opening Day for Laguna Hills Little League.

Mayor Pro Tempore Heft mentioned that she and Assistant City Manager/Public Services Director Rosenfield met with California Consulting regarding potential grant opportunities for the City.

Mayor Pro Tempore Heft reported that she, along with Council Member Pezold and Council Member Sedgwick, attended the Orange County Government Leaders Prayer Breakfast. She further reported that she and her family attended the South Orange County Pet Expo.

Mayor Pro Tempore Heft informed the public that she is looking into the City providing a pamphlet similar to the City of Aliso Viejo's, Your Neighborhood Fire Information, to provide safety information to the residents of Laguna Hills.

Mayor Pro Tempore reported that she has been working with Saddleback Valley Unified School District to implement a drowning prevention program into our local schools.

Council Member Wheeler

Council Member Wheeler reported that he was privileged to represent the City at the grand opening of WoodFire Kabob Restaurant and the I'magine VIP Night at MemorialCare Saddleback Medical Center. He further reported that he, along with Council Member Pezold, attended a South OC Watershed Meeting.

Council Member Wheeler voiced his concerns regarding the recent rains and its impact on landscape growth and the added fuel to potential fires.

Council Member Pezold

Council Member Pezold informed the public that the LA Times recently featured Mayor Gilbert, honoring him for his service.

Council Member Pezold also mentioned that she, along with Chief of Police Stiverson, attended a meeting regarding safety measures being implemented in Laguna Hills. She further reported that she attended an OC Public Library Advisory Board and a South OC Watershed meeting.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Gilbert declared the meeting adjourned at 9:12 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Dore J. Gilbert, M.D., Mayor

Approved at meeting of April 9, 2019

Attachment: 190312 CC Minutes (1829 : Approval of Minutes for March 12, 2019, Regular Meeting)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Warrant Register for the April 9, 2019, Regular Meeting

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from March 1, 2019, to March 28, 2019, in the amount of \$1,332,988.77.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from March 1, 2019, to March 28, 2019, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - April 09, 2019
- Warrant Register - April 09, 2019, Payables Detail Report



City of Laguna Hills, CA

Warrant Register - April 09, 2019

By Check Number

Date Range: 03/01/2019 - 03/28/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8815853	A-0370	ACCONTEMPS	03/07/2019	747.40
8815854	A-0359	ANDERSON PENNA PARTNERS, INC.	03/07/2019	13,062.50
8815855	A-0360	ARC DOCUMENT SOLUTIONS, LLC	03/07/2019	31.45
8815856	C-1179	CANON SOLUTIONS AMERICA	03/07/2019	278.80
8815857	C-1184	CEP AMERICA AUC PC	03/07/2019	90.00
8815858	C-1096	CODE PUBLISHING COMPANY, INC.	03/07/2019	109.50
8815859	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/07/2019	280.20
8815860	C-1176	COMPUTER SERVICE CO.	03/07/2019	4,805.65
8815861	C-0023	COX COMMUNICATION	03/07/2019	195.86
8815862	D-0561	DOCU-TRUST LAGUNA VAULT	03/07/2019	75.00
8815863	E-0554	ECONOMICS, INC.	03/07/2019	5,646.99
8815864	H-0829	HARTZOG & CRABILL, INC.	03/07/2019	3,361.54
8815865	H-0961	HERMAN, LEN	03/07/2019	314.00
8815866	J-1057	JAMEY CLARK, INC.	03/07/2019	2,983.60
8815867	J-1071	JCTEES.COM CORPORATION	03/07/2019	298.16
8815868	J-1081	JONES, MARK	03/07/2019	314.00
8815869	M-1594	MACKEY, CHRIS	03/07/2019	314.00
8815870	M-1304	MARTIN LOCK & SAFE CO.	03/07/2019	163.00
8815871	M-1388	MOBILE MINI, INC.	03/07/2019	82.97
8815872	M-1302	MOULTON NIGUEL WATER DISTRICT	03/07/2019	8,234.69
8815873	Z-CS-0012	NATIONAL CHARITY LEAGUE LAGUNA CHAPTER	03/07/2019	55.00
8815874	N-1484	NICHOLS CONSULTING	03/07/2019	1,000.00
8815875	N-1474	NIEVES LANDSCAPE, INC.	03/07/2019	87,375.18
8815876	O-1546	OFFICE SOLUTIONS	03/07/2019	82.04
8815877	O-1500	ORANGE COUNTY REGISTER	03/07/2019	606.51
8815878	P-1833	PEZOLD, ERICA	03/07/2019	314.00
8815879	Q-1707	QUEST DIAGNOSTICS	03/07/2019	18.87
8815880	R-1934	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	03/07/2019	5,000.00
8815881	R-1973	ROBBINS, DAVID	03/07/2019	314.00
8815882	R-1813	RPW SERVICES, INC.	03/07/2019	1,560.00
8815883	S-2276	SEDGWICK, DON	03/07/2019	314.00
8815884	S-1949	SMART & FINAL	03/07/2019	190.54
8815885	S-1904	SOUTHERN CALIFORNIA EDISON	03/07/2019	3,156.34
8815886	S-2250	SPARKLETTES	03/07/2019	201.29
8815887	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	03/07/2019	9,196.67
8815888	T-2639	TURF STAR, INC.	03/07/2019	1,289.81
8815889	T-2605	TUTTLE CLICK FORD	03/07/2019	293.57
8815890	T-2656	TYLER TECHNOLOGIES, INC.	03/07/2019	137.50
8815891	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	03/07/2019	142.50
8815892	W-2439	WESTAMERICA COMMUNICATIONS, INC.	03/07/2019	8,175.00
8815893	W-2446	WHEELER, DAVID	03/07/2019	314.00
8815894	X-2400	XEROX CORPORATION	03/07/2019	795.97
8815895	A-0254	A. C. LANDSCAPE, INC.	03/14/2019	4,701.00
8815896	A-0370	ACCONTEMPS	03/14/2019	747.40
8815897	A-0138	ALL CITY MANAGEMENT, INC.	03/14/2019	3,713.28
8815898	A-0365	AT&T - CALNET 3	03/14/2019	236.03
8815899	C-1133	CALIFORNIA YELLOW CAB	03/14/2019	1,384.00
8815900	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/14/2019	266.32
8815901	C-1176	COMPUTER SERVICE CO.	03/14/2019	12,721.69
8815902	C-0023	COX COMMUNICATION	03/14/2019	851.27
8815903	D-0552	DUNBAR ARMORED, INC.	03/14/2019	147.69
8815904	E-0504	EL TORO WATER DISTRICT	03/14/2019	4,494.63
8815905	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	03/14/2019	1,272.00

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Warrant Register - April 09, 2019 **

Date Range: 03/01/2019 - 03/28/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815906	Z-CS-0166	HAWKEYE WRESTLING CLUB	03/14/2019	500.00
8815907	H-0953	HRDIRECT	03/14/2019	94.81
8815908	I-0960	IRV SEAVER MOTORCYCLES	03/14/2019	1,749.91
8815909	I-0942	IRVINE RANCH WATER DISTRICT	03/14/2019	77.28
8815910	J-1057	JAMEY CLARK, INC.	03/14/2019	784.93
8815911	L-1206	LAGUNA HILLS HIGH SCHOOL	03/14/2019	4,000.00
8815912	O-1502	OC SHERIFF'S ADVISORY COUNCIL	03/14/2019	800.00
8815913	O-1546	OFFICE SOLUTIONS	03/14/2019	294.95
8815914	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	03/14/2019	1,527.00
8815915	R-1830	RALPHS GROCERY COMPANY	03/14/2019	94.91
8815916	S-1902	SAN DIEGO GAS & ELECTRIC	03/14/2019	9,779.95
8815917	S-1904	SOUTHERN CALIFORNIA EDISON	03/14/2019	558.00
8815918	S-2250	SPARKLETTS	03/14/2019	73.89
8815919	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	03/14/2019	32.00
8815920	S-2209	STUDIO TWO BLACK DIAMOND	03/14/2019	878.16
8815921	T-2708	TOMASSIAN, THROCKMORTON & INOUE LLP CLIENT TRUST ACCOUNT	03/14/2019	195,000.00
8815922	V-2249	US BANK VOYAGER FLEET SYSTEM	03/14/2019	791.09
8815923	V-2224	VERIZON WIRELESS	03/14/2019	929.70
8815924	W-2337	WEST COAST ARBORISTS, INC.	03/14/2019	20,958.93
8815925	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	03/14/2019	232.84
8815926	A-0370	ACCOMTEMS	03/21/2019	1,494.80
8815927	Z-CD-0125	ACTIVCARE LIVING	03/21/2019	5,000.00
8815928	A-0138	ALL CITY MANAGEMENT, INC.	03/21/2019	4,641.60
8815929	Z-CD-0130	BIENEK, DAVID	03/21/2019	1,800.00
8815930	C-1177	CANON FINANCIAL SERVICES, INC.	03/21/2019	500.75
8815931	Z-CD-0124	CAPISTRANO POOLS	03/21/2019	500.00
8815932	Z-CD-0127	CEBULA CRAFT BREWERY, LLC	03/21/2019	2,522.10
8815933	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/21/2019	64.72
8815934	C-0023	COX COMMUNICATION	03/21/2019	95.00
8815935	D-0461	DATA TICKET, INC.	03/21/2019	722.09
8815936	F-0714	FIREWORKS & STAGE FX AMERICA, INC.	03/21/2019	13,250.00
8815937	G-0844	GREEN MART, INC.	03/21/2019	1,249.90
8815938	G-0843	GRIEGO-SANDS, CINDY	03/21/2019	60.61
8815939	H-0960	HR GREEN PACIFIC, INC.	03/21/2019	21,186.00
8815940	K-1193	KOSMONT COMPANIES	03/21/2019	1,704.30
8815941	Z-CD-0096	MOTADI, MEHDI	03/21/2019	2,796.50
8815942	Z-CD-0128	NELSON, RICK	03/21/2019	736.75
8815943	O-1546	OFFICE SOLUTIONS	03/21/2019	302.87
8815944	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	03/21/2019	2,362.00
8815945	Z-CD-0129	RIOS, DAVID	03/21/2019	960.00
8815946	S-2293	SAFE SCHOOLS CONFERENCE	03/21/2019	399.00
8815947	S-1902	SAN DIEGO GAS & ELECTRIC	03/21/2019	30,654.57
8815948	S-2095	STONE IMAGERY	03/21/2019	215.50
8815949	S-2209	STUDIO TWO BLACK DIAMOND	03/21/2019	48.49
8815950	Z-CS-0167	SUAREZ, LIZBETH	03/21/2019	417.50
8815951	T-2698	TPX COMMUNICATIONS	03/21/2019	484.49
8815952	Z-CD-0126	TURELK, INC	03/21/2019	2,615.55
8815953	R-1801	WOODRUFF, SPRADLIN & SMART	03/21/2019	41,070.28
8815954	B-0430	BASICS OF SKATEBOARDING	03/28/2019	105.00
8815955	B-0304	BEE MAN, THE	03/28/2019	300.00
8815956	C-0412	C&D ELECTRIC, INC.	03/28/2019	278.55
8815957	C-1022	CDW GOVERNMENT, INC.	03/28/2019	2,574.97
8815958	C-1144	CHARLES ABBOTT ASSOCIATES, INC	03/28/2019	21,506.24
8815959	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/28/2019	403.15
8815960	C-0023	COX COMMUNICATION	03/28/2019	179.62
8815961	E-0544	ECONOLITE CONTROL PRODUCTS, INC	03/28/2019	3,663.00
8815962	E-0593	EISENBERG, DALE	03/28/2019	581.00
8815963	E-0553	ELKINS, CHRISTINA	03/28/2019	136.50
8815964	H-0959	HABASH, JOHN	03/28/2019	58.80
8815965	H-0829	HARTZOG & CRABILL, INC.	03/28/2019	1,500.00
8815966	Z-CS-0100	HERNANDEZ, RUBEN	03/28/2019	500.00

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Warrant Register - April 09, 2019 **

Date Range: 03/01/2019 - 03/28/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815967	H-0934	HOME DEPOT	03/28/2019	20.19
8815968	J-1057	JAMEY CLARK, INC.	03/28/2019	4,121.81
8815969	G-0709	JOE A. GONSALVES & SON	03/28/2019	2,900.00
8815970	K-1126	KNIGHT, LORNA ANGELA	03/28/2019	1,312.50
8815971	L-1379	LAGUNA NIGUEL COMMUNITY THEATRE	03/28/2019	5,119.10
8815972	N-1474	NIEVES LANDSCAPE, INC.	03/28/2019	2,335.50
8815973	C-1008	NPDES OC TREASURER-TAX COLLECTOR	03/28/2019	19,999.96
8815974	R-1967	RUSSELL, RICHARD WYATT	03/28/2019	1,858.40
8815975	S-2289	SANDS, CINDY	03/28/2019	783.55
8815976	S-2059	STAPLETON, VIVIAN	03/28/2019	218.75
8815977	W-2337	WEST COAST ARBORISTS, INC.	03/28/2019	5,036.40
8815978	W-2441	WEST COAST MOVEMENT PROJECT, LLC	03/28/2019	112.00

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Warrant Register - April 09, 2019 **

Date Range: 03/01/2019 - 03/28/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0000708	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	03/13/2019	674,109.83
DFT0000728	B-0276	BANK OF AMERICA VISA CARD	03/13/2019	9,790.48
DFT0000729	B-0276	BANK OF AMERICA VISA CARD	03/13/2019	1,526.00
DFT0000730	B-0276	BANK OF AMERICA VISA CARD	03/13/2019	1,616.59
DFT0000731	B-0276	BANK OF AMERICA VISA CARD	03/13/2019	15.00
DFT0000732	B-0276	BANK OF AMERICA VISA CARD	03/13/2019	440.84
DFT0000733	B-0276	BANK OF AMERICA VISA CARD	03/13/2019	413.91

Payment Type	Bank Code AP Bank Summary			
	Payable	Payment	Discount	Payment
	Count	Count		
Regular Checks	176	126	0.00	645,076.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	687,912.65
EFT's	0	0	0.00	0.00
	183	133	0.00	1,332,988.77

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City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 03/01/2019 - 03/28/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
03/07/2019	ORANGE COUNTY REGISTER	021419	Subscription, City Hall, 3/15 - 6/13	100-155-626000	460.19
03/07/2019	ORANGE COUNTY REGISTER	021419-CCTR	Subscription, Community Center, 3/15 - 100-310-626000 5/9		146.32
03/07/2019	MOULTON NIGUEL WATER DISTRICT	021519	Water Usage, Public Services & Com Ctr, Jan '19	100-310-635100	489.07
03/07/2019	MOULTON NIGUEL WATER DISTRICT	021519	Water Usage, Public Services & Com Ctr, Jan '19	100-355-635000	2,002.99
03/07/2019	ROBBINS, DAVID	022619	Refund of Candidate Fee	100-000-459008	314.00
03/07/2019	PEZOLD, ERICA	022619	Refund of Candidate Fee	100-000-459008	314.00
03/07/2019	HERMAN, LEN	022619	Refund of Candidate Fee	100-000-459008	314.00
03/07/2019	JONES, MARK	022619	Refund of Candidate Fee	100-000-459008	314.00
03/07/2019	MACKEY, CHRIS	022619	Refund of Candidate Fee	100-000-459008	314.00
03/07/2019	WHEELER, DAVID	022619	Refund of Candidate Fee	100-000-459008	314.00
03/07/2019	SEDGWICK, DON	022619	Refund of Candidate Fee	100-000-459008	314.00
03/07/2019	COX COMMUNICATION	022619	WiFi, Community Center, Mar '19	100-195-630000	195.86
03/07/2019	CEP AMERICA AUC PC	022719	Pre-Employment Physical, Feb '19	100-195-617000	90.00
03/07/2019	NATIONAL CHARITY LEAGUE LAGUNA CHAPTER	022819	Re-issued Unclaimed Check, Fac Dep, R #1028186.002	100-000-201005	55.00
03/07/2019	MOULTON NIGUEL WATER DISTRICT	022819	Water Usage, Public Services, Feb '19	100-355-635000	5,742.63
03/07/2019	TYLER TECHNOLOGIES, INC.	025-251725	Employee Training, Feb '19	100-195-611000	137.50
03/07/2019	SOUTHERN CALIFORNIA EDISON	030219	Street Lights, Traffic Control, Feb '19	100-355-631000	656.74
03/07/2019	SOUTHERN CALIFORNIA EDISON	030219	Street Lights, Traffic Control, Feb '19	100-355-631400	1,687.75
03/07/2019	SOUTHERN CALIFORNIA EDISON	030219	Street Lights, Traffic Control, Feb '19	100-355-631900	811.85
03/07/2019	DOCU-TRUST LAGUNA VAULT	035775	Offsite Data Storage, Feb '19	100-155-700000	75.00
03/07/2019	XEROX CORPORATION	096231703	Copier Lease & Usage, Feb '19	100-195-641200	795.97
03/07/2019	ARC DOCUMENT SOLUTIONS, LLC	10073863	Printing Services, Engineering, Feb '19	100-355-623000	31.45
03/07/2019	SUNSET PROPERTY SERVICES JONSET CORPORATION	116611	Street Sweeping Services, Feb '19	100-355-720410	9,196.67
03/07/2019	RPW SERVICES, INC.	13905	Rodent Control, Public Services, Feb '19	100-355-720700	1,560.00
03/07/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	18dsbfee874	Street Maintenance, Feb '19	100-355-720400	41.75
03/07/2019	HARTZOG & CRABILL, INC.	19-0024	Traffic Signal Mgmt Services & CIP #168-G	100-355-700101	2,441.54
03/07/2019	HARTZOG & CRABILL, INC.	19-0024	Traffic Signal Mgmt Services & CIP #168-G	100-600-790600	920.00
03/07/2019	NICHOLS CONSULTING	2019-9830403-02	Professional Services, General Government, Mar '19	100-155-700000	1,000.00
03/07/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	220190360	Street Maintenance, Feb '19	100-355-720400	100.75
03/07/2019	COMPLETE OFFICE OF CALIFORNIA	2275821-0	Computer Supplies, Feb '19	100-195-621000	215.48
03/07/2019	COMPLETE OFFICE OF CALIFORNIA	2277743-0	Operating Supplies, Mar '19	100-310-622005	64.72
03/07/2019	WESTAMERICA COMMUNICATIONS, INC	327249	City Views, Spring Issue	100-155-695000	8,175.00

Attachment: Warrant Register - April 09, 2019, Payables Detail Report (1838 : Approval of Warrant Register for April 9, 2019)

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Payment Dates: 03/01/2019 - 03/28/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/07/2019	TURF STAR, INC.	3295075-00	Maintenance Utility Cart, Community Svcs, Feb '19	100-310-646500	1,289.81
03/07/2019	SMART & FINAL	3831400043562	Special Needs Program, Community Services, Feb '19	100-310-695502	50.89
03/07/2019	SMART & FINAL	3831400044435	Program Supplies, Community Services, Feb '19	100-310-695500	9.98
03/07/2019	SMART & FINAL	3831400048057	Office & Operating Supplies, Feb '19	100-195-620000	70.92
03/07/2019	SMART & FINAL	3831400048057	Office & Operating Supplies, Feb '19	100-195-622000	27.05
03/07/2019	SMART & FINAL	3831400058192	Special Needs Program, Community Services, Jan '19	100-310-695502	31.70
03/07/2019	COMPUTER SERVICE CO.	3917-19-002	Traffic Signal Maintenance, Feb '19	100-355-720420	4,805.65
03/07/2019	CANON SOLUTIONS AMERICA	4028548601	Copier Usage, Community Services, Feb '19	100-195-641200	278.80
03/07/2019	SPARKLETTS	4228482 030119	Operating Supplies, City Hall, Feb '19	100-195-622000	201.29
03/07/2019	ACCONTEMP	52886847	Professional Services, Gen Gov, 2/18 - 2/22	100-155-720000	747.40
03/07/2019	JCTEES.COM CORPORATION	5571	Program Expense, Community Services, Feb '19	100-310-622501	298.16
03/07/2019	CODE PUBLISHING COMPANY, INC.	62725	Municipal Code Update, Feb '19	100-155-700000	109.50
03/07/2019	NIEVES LANDSCAPE, INC.	64815	Miscellaneous Landscape, Public Services, Feb '19	100-355-720700	106.06
03/07/2019	NIEVES LANDSCAPE, INC.	64819	Miscellaneous Landscape, Public Services, Feb '19	100-355-720700	440.70
03/07/2019	NIEVES LANDSCAPE, INC.	64820	Miscellaneous Landscape, Public Services, Feb '19	100-355-720700	4,048.43
03/07/2019	NIEVES LANDSCAPE, INC.	64846	Monthly Landscape Services, Mar '19	100-355-720700	82,779.99
03/07/2019	JAMEY CLARK, INC.	70961	Graffiti Removal, Public Services, Feb '19	100-355-720500	264.93
03/07/2019	JAMEY CLARK, INC.	70974	Graffiti Removal, Public Services, Feb '19	100-355-720500	94.93
03/07/2019	JAMEY CLARK, INC.	70976	Park Repair, Public Services, Feb '19	100-355-720701	2,130.00
03/07/2019	JAMEY CLARK, INC.	70995	Graffiti Removal, Feb '19	100-355-720500	304.89
03/07/2019	JAMEY CLARK, INC.	70996	Graffiti Removal, Public Services, Feb '19	100-355-720500	188.85
03/07/2019	ANDERSON PENNA PARTNERS, INC.	7153	Inspection Services, Feb '19	100-355-700255	13,062.50
03/07/2019	MOBILE MINI, INC.	9005909256	Storage Rental, Community Center, 2/26 - 3/25	100-310-641000	82.97
03/07/2019	QUEST DIAGNOSTICS	9180897292	Pre-employment Drug Testing	100-195-617000	18.87
03/07/2019	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	987	Event Management Services, 1/2 Marathon, Feb '19	100-310-695507	5,000.00
03/07/2019	TUTTLE CLICK FORD	F2CS883407	Vehicle Maintenance, Community Services, Feb '19	100-310-646100	293.57
03/07/2019	OFFICE SOLUTIONS	I-01533759	Office Supplies, Feb '19	100-195-620000	82.04
03/07/2019	MARTIN LOCK & SAFE CO.	Q85985	Fac Maint, Lock Svcs, Park, Feb '19	100-355-720701	163.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMDEV	Departmental Expenditure, Feb '19	100-225-611000	15.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMSVCS	Departmental Expenditure, Feb '19	100-195-940000	84.03
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMSVCS	Departmental Expenditure, Feb '19	100-310-622500	108.21
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMSVCS	Departmental Expenditure, Feb '19	100-310-622502	319.98
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMSVCS	Departmental Expenditure, Feb '19	100-310-624500	245.00

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Payment Dates: 03/01/2019 - 03/28/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMSVCS	Departmental Expenditure, Feb '19	100-310-695500	293.70
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMSVCS	Departmental Expenditure, Feb '19	100-310-695502	65.67
03/13/2019	BANK OF AMERICA VISA CARD	022019 COMSVCS	Departmental Expenditure, Feb '19	100-310-695507	500.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV1	Departmental Expenditure, Feb '19	100-155-611000	1,059.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV1	Departmental Expenditure, Feb '19	100-155-612000	4,911.48
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV1	Departmental Expenditure, Feb '19	100-155-622000	381.52
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV1	Departmental Expenditure, Feb '19	100-155-626000	48.48
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV1	Departmental Expenditure, Feb '19	100-195-611000	3,390.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV2	Departmental Expenditure, Feb '19	100-155-610000	1,251.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV2	Departmental Expenditure, Feb '19	100-155-612000	155.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 GENGOV2	Departmental Expenditure, Feb '19	100-155-695000	120.00
03/13/2019	BANK OF AMERICA VISA CARD	022019 POLSVCS	Departmental Expenditure, Feb '19	100-420-622000	413.91
03/13/2019	BANK OF AMERICA VISA CARD	022019 PUBSVCS	Departmental Expenditure, Feb '19	100-355-611000	371.96
03/13/2019	BANK OF AMERICA VISA CARD	022019 PUBSVCS	Departmental Expenditure, Feb '19	100-355-622000	19.94
03/13/2019	BANK OF AMERICA VISA CARD	022019 PUBSVCS	Departmental Expenditure, Feb '19	100-355-720701	48.94
03/13/2019	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	SH 52604	Law Enforcement Services, Mar '19	100-420-720800	674,109.83
03/14/2019	IRVINE RANCH WATER DISTRICT	030419	Water Usage, Public Services, Feb '19	100-355-635000	77.28
03/14/2019	COX COMMUNICATION	030519	T-1 Line, City Hall, Mar '19	100-195-630000	851.27
03/14/2019	SOUTHERN CALIFORNIA EDISON	030519	Street Lights, Traffic Control, Feb '19	100-355-631000	171.38
03/14/2019	SOUTHERN CALIFORNIA EDISON	030519	Street Lights, Traffic Control, Feb '19	100-355-631400	344.08
03/14/2019	SOUTHERN CALIFORNIA EDISON	030519	Street Lights, Traffic Control, Feb '19	100-355-631900	42.54
03/14/2019	LAGUNA HILLS HIGH SCHOOL	031219	2019 Graduation Night Contribution	100-155-695000	4,000.00
03/14/2019	SAN DIEGO GAS & ELECTRIC	031219	Street Lights, Feb '19	100-355-631400	9,779.95
03/14/2019	EL TORO WATER DISTRICT	031219	Water Usage, Public Services, Jan '19	100-355-635000	4,494.63
03/14/2019	OC SHERIFF'S ADVISORY COUNCIL	031219	Medal of Valor Luncheon	100-420-622000	800.00
03/14/2019	RALPHS GROCERY COMPANY	080073	Operating Supplies, Community Svcs, Jan '19	100-310-622005	24.54
03/14/2019	RALPHS GROCERY COMPANY	105437	Program & Operating Supplies, Com Svcs, Feb '19	100-310-622005	28.93
03/14/2019	RALPHS GROCERY COMPANY	105437	Program & Operating Supplies, Com Svcs, Feb '19	100-310-622500	11.97
03/14/2019	SPARKLETTS	12194330 030619	Operating Supplies, Community Center, Mar '19	100-310-622005	73.89
03/14/2019	AT&T - CALNET 3	12715394	Traffic Signal, Public Services, Feb '19	100-355-630000	20.72
03/14/2019	AT&T - CALNET 3	12722632	Alarm, Com Ctr & City Hall Lines, Mar '19	100-195-630000	135.17
03/14/2019	AT&T - CALNET 3	12722632	Alarm, Com Ctr & City Hall Lines, Mar '19	100-310-630100	80.14
03/14/2019	WEST COAST ARBORISTS, INC.	145245	Tree Trimming Services, Feb '19	100-355-720700	2,763.00

Attachment: Warrant Register - April 09, 2019, Payables Detail Report (1838 : Approval of Warrant Register for April 9, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 03/01/2019 - 03/28/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/14/2019	WEST COAST ARBORISTS, INC.	145247	Tree Trimming Services, Feb '19	100-355-720700	10,529.05
03/14/2019	WEST COAST ARBORISTS, INC.	145288	Tree Trimming Services, Feb '19	100-355-720700	7,666.88
03/14/2019	A. C. LANDSCAPE, INC.	19081	Irrigation Repairs, Public Services, Feb '19	100-000-120000	4,701.00
03/14/2019	IRV SEAVER MOTORCYCLES	20190443	Motorcycle Maintenance, Police Svcs, Feb '19	100-420-646100	1,749.91
03/14/2019	COMPLETE OFFICE OF CALIFORNIA	2279154-0	Office Supplies, Mar '19	100-310-620500	168.28
03/14/2019	COMPLETE OFFICE OF CALIFORNIA	2279161-0	Computer Supplies, Mar '19	100-195-621000	98.04
03/14/2019	COMPUTER SERVICE CO.	2635 - 2680	Traffic Signal Maintenance, Feb '19	100-355-720420	12,721.69
03/14/2019	RALPHS GROCERY COMPANY	311394	Program Expense, Community Services, Mar '19	100-310-695502	29.47
03/14/2019	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	360499	Pre-employment Fingerprinting, Feb '19	100-195-617000	32.00
03/14/2019	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	426973	Legal Advertising, Feb '19	100-155-624001	1,527.00
03/14/2019	DUNBAR ARMORED, INC.	4369860	Courier Fee, Armored Transport, Mar '19	100-155-625000	147.69
03/14/2019	ACCONTEMP	52969980	Professional Services, Gen Gov, 2/25 - 03/01	100-155-720000	747.40
03/14/2019	ALL CITY MANAGEMENT, INC.	59959	Crossing Guard Services, 2/10 - 2/23	100-420-720822	3,713.28
03/14/2019	JAMEY CLARK, INC.	71010	Graffiti Removal, Public Services, Mar '19	100-355-720500	73.68
03/14/2019	JAMEY CLARK, INC.	71011	Graffiti Removal, Public Services, Mar '19	100-355-720500	85.00
03/14/2019	JAMEY CLARK, INC.	71014	Park Repair, Public Services, Mar '19	100-355-720701	350.00
03/14/2019	JAMEY CLARK, INC.	71018	Graffiti Removal, Public Services, Mar '19	100-355-720500	276.25
03/14/2019	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	839863900	Subscription, City Clerk, Feb '19	100-155-626000	232.84
03/14/2019	US BANK VOYAGER FLEET SYSTEM	869321901909 GENGOV1	Vehicle Fuel, Feb '19	100-155-613100	170.38
03/14/2019	US BANK VOYAGER FLEET SYSTEM	869321927909 COMSVCS	Vehicle Fuel, Feb '19	100-310-613100	119.14
03/14/2019	US BANK VOYAGER FLEET SYSTEM	869322032909 POLSVCS	Vehicle Fuel, Feb '19	100-420-613100	116.99
03/14/2019	US BANK VOYAGER FLEET SYSTEM	869322040909 PUBSVCS	Vehicle Fuel, Feb '19	100-355-613100	384.58
03/14/2019	STUDIO TWO BLACK DIAMOND	93757	Printing Services, Police Svcs, Mar '19	100-420-622000	878.16
03/14/2019	VERIZON WIRELESS	9824943688	Communication Expense, Feb '19	100-000-120000	53.84
03/14/2019	VERIZON WIRELESS	9824943688	Communication Expense, Feb '19	100-195-630000	875.86
03/14/2019	HAWKEYE WRESTLING CLUB	FRD-0166	Refund, Fac Dep, R # 1031470.002	100-000-222000	500.00
03/14/2019	OFFICE SOLUTIONS	I-01535975	Office Supplies, Mar '19	100-195-622000	294.95
03/14/2019	HRDIRECT	INV7377030	Office Supplies, Community Services, Mar '19	100-310-620500	94.81
03/14/2019	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 52673	Fingerprint ID System Charges, Mar '19	100-420-720835	1,272.00
03/21/2019	COX COMMUNICATION	030719	Traffic Signal, Mar '19	100-195-630000	95.00
03/21/2019	SAN DIEGO GAS & ELECTRIC	031319	Street Lights, Traffic Control, Com Ctr, Feb '19	100-310-631100	7,780.77
03/21/2019	SAN DIEGO GAS & ELECTRIC	031319	Street Lights, Traffic Control, Com Ctr, Feb '19	100-355-631000	7,544.76
03/21/2019	SAN DIEGO GAS & ELECTRIC	031319	Street Lights, Traffic Control, Com Ctr, Feb '19	100-355-631400	11,965.06

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03/21/2019	SAN DIEGO GAS & ELECTRIC	031319	Street Lights, Traffic Control, Com Ctr, Feb '19	100-355-631900	3,363.98
03/21/2019	FIREWORKS & STAGE FX AMERICA, INC.	031419	Deposit, 4th of July Event	100-000-140000	13,250.00
03/21/2019	GRIEGO-SANDS, CINDY	031519	Mileage Reimbursement, Gen Gov, 1/8 - 3/12	100-155-613000	60.61
03/21/2019	SAFE SCHOOLS CONFERENCE	031919	Training, Police Services, Jul '19	100-420-611000	399.00
03/21/2019	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	031919	Parking Fee Surcharge, Feb '19	100-420-720823	2,362.00
03/21/2019	TPX COMMUNICATIONS	113525194-0	Communications Expense, Mar '19	100-195-630000	484.49
03/21/2019	HR GREEN PACIFIC, INC.	125300	Building Services, Community Development, Feb '19	100-225-700000	11,712.50
03/21/2019	HR GREEN PACIFIC, INC.	125304	Plan Check, Community Development, Feb '19	100-225-700000	9,473.50
03/21/2019	KOSMONT COMPANIES	1803.2 007	Professional Services, Five Lagunas, Feb '19	100-000-120002	1,704.30
03/21/2019	CANON FINANCIAL SERVICES, INC.	19881958	Lease - Copier, City Hall, Mar '19	100-195-641200	220.89
03/21/2019	CANON FINANCIAL SERVICES, INC.	19881959	Lease - Copier, Community Services, Mar '19	100-195-641200	279.86
03/21/2019	COMPLETE OFFICE OF CALIFORNIA	2282452-0	Operating Supplies, Mar '19	100-310-622005	64.72
03/21/2019	STONE IMAGERY	25015	Office Supplies, Mar '19	100-155-620000	215.50
03/21/2019	GREEN MART, INC.	33045	Operating Supplies, Public Services, Mar '19	100-355-622000	1,249.90
03/21/2019	ACCONTEMPS	52869438	Professional Services, Gen Gov, 2/11 - 2/15	100-155-720000	747.40
03/21/2019	ACCONTEMPS	52985466	Professional Services, Gen Gov, 3/4 - 3/8	100-155-720000	747.40
03/21/2019	ALL CITY MANAGEMENT, INC.	60224	Crossing Guard Services, 2/24 - 3/9	100-420-720822	4,641.60
03/21/2019	WOODRUFF, SPRADLIN & SMART	62218	Professional Services Legal, Feb '19	100-000-120002	5,720.00
03/21/2019	WOODRUFF, SPRADLIN & SMART	62218	Professional Services Legal, Feb '19	100-000-223003	6,105.00
03/21/2019	WOODRUFF, SPRADLIN & SMART	62218	Professional Services Legal, Feb '19	100-155-700010	17,984.78
03/21/2019	WOODRUFF, SPRADLIN & SMART	62218	Professional Services Legal, Feb '19	100-155-700011	2,644.95
03/21/2019	STUDIO TWO BLACK DIAMOND	93966	Operating Supplies, Police Services, Mar '19	100-420-622000	48.49
03/21/2019	DATA TICKET, INC.	98406	Process Fee, Parking Citations, Feb '19	100-420-720823	722.09
03/21/2019	CAPISTRANO POOLS	CD-358-SP-2-18-16146	Refund, Pool Bond, CR # 310	100-000-228001	500.00
03/21/2019	ACTIVCARE LIVING	CD-359-DE-8-18-17191	Refund, C&D Deposit, CR # 2317	100-000-227001	5,000.00
03/21/2019	TURELK, INC	CD-360-COM-1-18-16051	Refund, C&D Deposit, CR # 643	100-000-227001	2,615.55
03/21/2019	CEBULA CRAFT BREWERY, LLC	CD-361-COM-2-18-16252	Refund, C&D Deposit, CR # 880	100-000-227001	2,522.10
03/21/2019	NELSON, RICK	CD-362-COM-12-17-15932	Refund, C&D Deposit, CR # R-1293	100-000-227001	736.75
03/21/2019	RIOS, DAVID	CD-363-RF-2-19-18005	Refund, C&D Deposit, CR # 3343	100-000-227001	960.00
03/21/2019	BIENEK, DAVID	CD-364-RF-2-19-17973	Refund, C&D Deposit, CR # 3285	100-000-227001	1,800.00
03/21/2019	MOTADI, MEHDI	CD-365-COM-12-17-15961	Refund, C&D Deposit, CR # 2533	100-000-227001	2,796.50
03/21/2019	SUAREZ, LIZBETH	FRD-0167	Refund, Fac Dep, R # 1032497.002	100-000-222000	500.00
03/21/2019	SUAREZ, LIZBETH	FRD-0167	Refund, Fac Dep, R # 1032497.002	100-000-451100	-82.50
03/21/2019	OFFICE SOLUTIONS	I-01541146	Office Supplies, Mar '19	100-195-620000	74.83
03/21/2019	OFFICE SOLUTIONS	I-01541150	Operating Supplies, Mar '19	100-195-622000	12.40
03/21/2019	OFFICE SOLUTIONS	I-01543516	Office Supplies, Mar '19	100-195-620000	215.64

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03/28/2019	LAGUNA NIGUEL COMMUNITY THEATRE	031819	Contract Instructor Services, Theatre Production	100-310-721500	5,119.10
03/28/2019	COX COMMUNICATION	031919	WiFi, City Hall, Apr '19	100-195-630000	179.62
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-000-120000	99.00
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-155-612000	76.37
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-155-620000	77.56
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-155-622000	183.28
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-155-625000	2.80
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-195-611000	82.43
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-195-620000	83.21
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-195-625000	4.65
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-195-630000	31.25
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-355-611000	137.00
03/28/2019	SANDS, CINDY	032019	Petty Cash Replenishment, Jan '19 - Mar '19	100-420-611000	6.00
03/28/2019	RUSSELL, RICHARD WYATT	032519	Contract Instructor Services, Tennis	100-310-721500	1,858.40
03/28/2019	HABASH, JOHN	032519	Contract Instructor Services, Dance	100-310-721500	58.80
03/28/2019	ELKINS, CHRISTINA	032519	Contract Instructor Services, Dance	100-310-721500	136.50
03/28/2019	WEST COAST MOVEMENT PROJECT, LLC	032519	Contract Instructor Services, Dance	100-310-721500	112.00
03/28/2019	BASICS OF SKATEBOARDING	032519	Contract Instructor Servoces, Skateboard Instr	100-310-721500	105.00
03/28/2019	STAPLETON, VIVIAN	032519	Contract Instructor Services, Early Childhood	100-310-721500	218.75
03/28/2019	EISENBERG, DALE	032519	Contract Instructor Services, Aikido	100-310-721500	581.00
03/28/2019	KNIGHT, LORNA ANGELA	032519	Contract Instructor Services, Yoga	100-310-721500	1,312.50
03/28/2019	BEE MAN, THE	101393	Bee Removal, Public Services, Mar '19	100-355-720701	150.00
03/28/2019	BEE MAN, THE	101394	Bee Removal, Public Services, Mar '19	100-355-720701	150.00
03/28/2019	WEST COAST ARBORISTS, INC.	145789	Tree Trimming Services, Feb '19	100-355-720700	5,036.40
03/28/2019	JOE A. GONSALVES & SON	157303	Legislative Services, Apr '19	100-155-700000	2,900.00
03/28/2019	HARTZOG & CRABILL, INC.	19-0058	Traffic Signal Mgmt Services, Feb '19	100-355-700101	1,500.00
03/28/2019	COMPLETE OFFICE OF CALIFORNIA	2285686-0	Office Supplies, Mar '19	100-310-620500	338.43
03/28/2019	COMPLETE OFFICE OF CALIFORNIA	2285931-0	Operating Supplies, Mar '19	100-310-622005	64.72
03/28/2019	HOME DEPOT	2593660	Maintenance, Community Services, Mar '19	100-310-645500	8.53
03/28/2019	ECONOLITE CONTROL PRODUCTS, INC	27183	Maintenance Agreement, TC	100-355-720420	3,663.00
03/28/2019	CHARLES ABBOTT ASSOCIATES, INC	59320	Road Maintenance, Feb '19	100-355-720400	21,506.24
03/28/2019	NIEVES LANDSCAPE, INC.	64916	Miscellaneous Landscape, Public Services, Mar '19	100-355-720700	240.00
03/28/2019	NIEVES LANDSCAPE, INC.	64917	Miscellaneous Landscape, Public Services, Mar '19	100-355-720700	1,015.50

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Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/28/2019	NIEVES LANDSCAPE, INC.	64918	Miscellaneous Landscape, Public Services, Mar '19	100-355-720700	840.00
03/28/2019	NIEVES LANDSCAPE, INC.	64919	Miscellaneous Landscape, Public Services, Mar '19	100-355-720700	240.00
03/28/2019	JAMEY CLARK, INC.	71015	Graffiti Removal, Public Services, Mar '19	100-355-720500	189.86
03/28/2019	JAMEY CLARK, INC.	71027	Graffiti Removal, Public Services, Mar '19	100-355-720500	302.50
03/28/2019	JAMEY CLARK, INC.	71028	Park Repair, Public Services, Mar '19	100-355-720701	310.95
03/28/2019	JAMEY CLARK, INC.	71029	Park Repair, Public Services, Mar '19	100-355-720701	148.75
03/28/2019	JAMEY CLARK, INC.	71036	Graffiti Patrol, Public Services, Feb '19	100-355-720500	403.75
03/28/2019	JAMEY CLARK, INC.	71040	Graffiti Remvoal, Public Services, Jan '19	100-355-720500	376.00
03/28/2019	JAMEY CLARK, INC.	71041	Graffiti Removal, Public Services, Feb '19	100-355-720500	376.00
03/28/2019	JAMEY CLARK, INC.	71042	Graffiti Removal, Public Services, Sep '18	100-355-720500	376.00
03/28/2019	JAMEY CLARK, INC.	71043	Graffiti Removal, Public Services, Oct '18	100-355-720500	376.00
03/28/2019	JAMEY CLARK, INC.	71044	Graffiti Removal, Public Services, Nov '18	100-355-720500	376.00
03/28/2019	JAMEY CLARK, INC.	71045	Graffiti Removal, Public Services, Dec '18	100-355-720500	376.00
03/28/2019	JAMEY CLARK, INC.	71057	Park Repair, Public Services, Mar '19	100-355-720701	510.00
03/28/2019	C&D ELECTRIC, INC.	84838	Park Repairs, Public Services, Mar '19	100-355-720701	278.55
03/28/2019	HOME DEPOT	8653003	Supplies, 1/2 Marathon, Mar '19	100-310-695507	11.66
03/28/2019	HERNANDEZ, RUBEN	FRD-0168	Refund, Fac Dep, R # 1031145.002	100-000-222000	500.00
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190594	Newport Bay, Watershed Monitoring, CIP # 410	100-600-790600	9,581.76
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190606	Aliso Creek, Watershed Monitoring, CIP # 410	100-600-790600	9,867.23
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190696	San Juan Creek, Watershed Monitoring, CIP # 410	100-600-790600	550.97
03/28/2019	CDW GOVERNMENT, INC.	RNG4391	Computer Hardware, IT, Mar '19	100-195-940000	2,574.97
Fund 100 - GENERAL FUND Total:					1,122,342.23
Fund: 221 - SENIOR MOBILITY PROGRAM					
03/14/2019	CALIFORNIA YELLOW CAB	02406019	Senior Mobility Program, Feb '19	221-310-720000	1,384.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,384.00
Fund: 307 - C & D FORFEITED DEPOSITS					
03/07/2019	ECONOMICS, INC.	2017-2018.20	Professional Services, Recycling Program, Feb '19	307-355-700000	5,646.99
Fund 307 - C & D FORFEITED DEPOSITS Total:					5,646.99
Fund: 451 - LIABILITY SELF-INSURANCE					
03/14/2019	TOMASSIAN, THROCKMORTON & INOUE LLP CLIENT TRUST ACCOUNT	031419	Claim Settlement	451-000-792100	195,000.00
03/21/2019	WOODRUFF, SPRADLIN & SMART	62218	Professional Services Legal, Feb '19	451-155-700011	8,615.55
Fund 451 - LIABILITY SELF-INSURANCE Total:					203,615.55
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
03/07/2019	HARTZOG & CRABILL, INC.	19-0024	Traffic Signal Mgmt Services & CIP #168-G	600-000-490100	-920.00
03/07/2019	HARTZOG & CRABILL, INC.	19-0024	Traffic Signal Mgmt Services & CIP #168-G	600-251-950168	920.00

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03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190594	Newport Bay, Watershed Monitoring, CIP # 410	600-000-490100	-9,581.76
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190594	Newport Bay, Watershed Monitoring, CIP # 410	600-254-950410	9,581.76
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190606	Aliso Creek, Watershed Monitoring, CIP # 410	600-000-490100	-9,867.23
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190606	Aliso Creek, Watershed Monitoring, CIP # 410	600-254-950410	9,867.23
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190696	San Juan Creek, Watershed Monitoring, CIP # 410	600-000-490100	-550.97
03/28/2019	NPDES OC TREASURER-TAX COLLECTOR	PW190696	San Juan Creek, Watershed Monitoring, CIP # 410	600-254-950410	550.97
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					1,332,988.77

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Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,122,342.23	1,122,342.23
221 - SENIOR MOBILITY PROGRAM	1,384.00	1,384.00
307 - C & D FORFEITED DEPOSITS	5,646.99	5,646.99
451 - LIABILITY SELF-INSURANCE	203,615.55	203,615.55
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	1,332,988.77	1,332,988.77

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	4,853.84	4,853.84
100-000-120002	Accounts Receivable- Plng Fees	7,424.30	7,424.30
100-000-140000	Pre-paid Expenditures	13,250.00	13,250.00
100-000-201005	Unclaimed Checks	55.00	55.00
100-000-222000	Refundable Deposits	1,500.00	1,500.00
100-000-223003	Plan App Deposit-ActivCare Living	6,105.00	6,105.00
100-000-227001	SecurityDeposit-WasteRecycling	16,430.90	16,430.90
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-451100	Recreation Fees-Reservation	-82.50	-82.50
100-000-459008	Misc Revenue - Candidates	2,198.00	2,198.00
100-155-610000	Memberships and Dues Expense	1,251.00	1,251.00
100-155-611000	Training and Education	1,059.00	1,059.00
100-155-612000	Travel, Conferences & Meetings	5,142.85	5,142.85
100-155-613000	Mileage Reimbursement	60.61	60.61
100-155-613100	Vehicle-Fuel	170.38	170.38
100-155-620000	Office Supplies	293.06	293.06
100-155-622000	Operating Supplies	564.80	564.80
100-155-624001	Advertising - Legal	1,527.00	1,527.00
100-155-625000	Postage & Delivery	150.49	150.49
100-155-626000	Subscriptions & Books	741.51	741.51
100-155-695000	CommunityAsstnc/PublicRelation	12,295.00	12,295.00
100-155-700000	Professional Services	4,084.50	4,084.50
100-155-700010	Legal Services-General Counsel	17,984.78	17,984.78
100-155-700011	Legal Services-Litigation	2,644.95	2,644.95
100-155-720000	Contract Services	2,989.60	2,989.60
100-195-611000	Training and Education	3,609.93	3,609.93
100-195-617000	Recruitment	140.87	140.87
100-195-620000	Office Supplies	526.64	526.64
100-195-621000	Computer Supplies	313.52	313.52
100-195-622000	Operating Supplies	535.69	535.69
100-195-625000	Postage & Delivery	4.65	4.65
100-195-630000	Telephone & Communication	2,848.52	2,848.52
100-195-641200	Rent/Lease - Copier	1,575.52	1,575.52
100-195-940000	Computer Hardware & Software	2,659.00	2,659.00
100-225-611000	Training and Education	15.00	15.00
100-225-700000	Professional Services	21,186.00	21,186.00
100-310-613100	Vehicle-Fuel	119.14	119.14
100-310-620500	Office Supplies - Comm Ctr	601.52	601.52
100-310-622005	Operating Supplies Comm Ctr	321.52	321.52
100-310-622500	Supplies-Program Services	120.18	120.18
100-310-622501	Supplies-Youth Leagues	298.16	298.16
100-310-622502	Supplies-Adult Leagues	319.98	319.98
100-310-624500	Advertising-Program Services	245.00	245.00
100-310-626000	Subscriptions & Books	146.32	146.32
100-310-630100	Phone & Communication Comm Ctr	80.14	80.14
100-310-631100	Utilities - Electric Comm Ctr	7,780.77	7,780.77
100-310-635100	Utilities - Water Comm Ctr	489.07	489.07
100-310-641000	Rent/Lease - Equipment	82.97	82.97

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-645500	Maint&Repair-Facility Comm Ctr	8.53	8.53
100-310-646100	Maint & Repairs - Vehicles	293.57	293.57
100-310-646500	Maint&Repair-Eqp&MachCommCtr	1,289.81	1,289.81
100-310-695500	Special Events-Program Service	303.68	303.68
100-310-695502	Special Needs Program	177.73	177.73
100-310-695507	Marathon 5k	5,511.66	5,511.66
100-310-721500	Contract Services-Program Svce	9,502.05	9,502.05
100-355-611000	Training and Education	508.96	508.96
100-355-613100	Vehicle-Fuel	384.58	384.58
100-355-622000	Operating Supplies	1,269.84	1,269.84
100-355-623000	Printing	31.45	31.45
100-355-630000	Telephone & Communication	20.72	20.72
100-355-631000	Utilities - Electric	8,372.88	8,372.88
100-355-631400	Electric-Street Lights/Signals	23,776.84	23,776.84
100-355-631900	UtilitiesElectricOnBillFinancing	4,218.37	4,218.37
100-355-635000	Utilities - Water	12,317.53	12,317.53
100-355-700101	Traffic Engineer	3,941.54	3,941.54
100-355-700255	Improvement Inspection	13,062.50	13,062.50
100-355-720400	Street Maintenance	21,648.74	21,648.74
100-355-720410	Street Sweeping	9,196.67	9,196.67
100-355-720420	Traffic Signal Maintenance	21,190.34	21,190.34
100-355-720500	Graffiti Removal	4,440.64	4,440.64
100-355-720700	Landscape Maintenance Contract	117,266.01	117,266.01
100-355-720701	Parks Contract Repair	4,240.19	4,240.19
100-420-611000	Training and Education	405.00	405.00
100-420-613100	Vehicle-Fuel	116.99	116.99
100-420-622000	Operating Supplies	2,140.56	2,140.56
100-420-646100	Maint & Repairs - Vehicles	1,749.91	1,749.91
100-420-720800	General Law Enforcement	674,109.83	674,109.83
100-420-720822	Crossing Guard Services	8,354.88	8,354.88
100-420-720823	Parking Citation Processing	3,084.09	3,084.09
100-420-720835	Fingerprint Identification Svc	1,272.00	1,272.00
100-600-790600	Transfers Out - Capital Imprv	20,919.96	20,919.96
221-310-720000	Contract Services	1,384.00	1,384.00
307-355-700000	Professional Services	5,646.99	5,646.99
451-000-792100	Lawsuit Settlements	195,000.00	195,000.00
451-155-700011	Legal Services-Litigation	8,615.55	8,615.55
600-000-490100	Transfer In- General Fund	-20,919.96	-20,919.96
600-251-950168	TrafficSignalImprovCoordination	920.00	920.00
600-254-950410	NPDES Permit & Fees	19,999.96	19,999.96
Grand Total:		1,332,988.77	1,332,988.77

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,332,988.77	1,332,988.77
Grand Total:	1,332,988.77	1,332,988.77



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019

TO: Mayor and Council Members

FROM: Jennifer Lee
Assistant City Clerk

ISSUE: Second Reading & Adoption of Proposed Ordinance Amending Chapter 9-64 (Community Care Facilities) to Permit Residential Care Facilities for the Elderly (7+ Occupants) Subject to a Conditional Use Permit Within the Neighborhood Mixed Use Zoning District

RECOMMENDATION: That the City Council adopt an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 7-18-4244, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code amending Chapter 9-64 (Community Care Facilities) to permit Residential Care Facilities for the Elderly (7+ occupants) subject to a Conditional Use Permit within the Neighborhood Mixed Use zoning district.”

SUMMARY:

The proposed Ordinance would amend Chapter 9-64.040 (Zoning Requirements and Site Development Standards) and Table 9-64.040 (Required Permit for Community Care Facilities 7+ Occupants) of Title 9 (Zoning and Subdivisions) of the Code to allow Residential Care Facilities for the Elderly as a use permitted within the Neighborhood Mixed Use zoning district, subject to approval of a Conditional Use Permit.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 5-0. It is in order to adopt the Ordinance.

ATTACHMENTS:

- March 12, 2019 Introduction to Ordinance Staff Report and Attachments

Second Reading & Adoption of Ordinance - ZTA-7-18-4244

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- Proposed Ordinance

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(Community Care Facilities) to permit Residential Care Facilities for the Elderly (7+ occupants) subject to a Conditional Use Permit within the Neighborhood Mixed Use zoning district”; and

(4) That the Planning Agency adopt a Resolution entitled: “A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway.”

SUMMARY:

According to a 2018 study from the Centers for Disease Control and Prevention, over 5 million people in the U.S. suffer from Alzheimer’s disease and related dementias. This figure is expected to increase to nearly 14 million people in the coming decades. With an eye on the growing need for dementia care facilities, ActivCare Living, Inc. (“Applicant”) has filed a development application for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, for the construction of a new Residential Care Facility for the Elderly (“RCFE”) at 24888 Alicia Parkway, in the Neighborhood Mixed Use (NMU) zoning district (“Project”).

The proposal includes the following:

- An Amendment to the City’s Zoning and Development Code (“Code” – also referred to as the Laguna Hills Municipal Code, or “LHMC”) to permit RCFEs in the NMU zoning district;
- Construction of a new approximately 31,500 square foot building;
- Construction of various site improvements including 28 parking spaces, landscaping, and facility amenities;
- Subdivision of the subject 5.2-acre property into two parcels.
- Adoption of a “Mitigated Negative Declaration”, finding that the Project’s environmental impacts will, with the implementation of mitigation, be less than significant, and adoption of a Mitigation Monitoring and Reporting Program in accordance with the California Environmental Quality Act (“CEQA”).

The Applicant has held neighborhood outreach meetings and notified surrounding property owners of its intention to redevelop the site as a 72-bed RCFE as part of its efforts to inform residents about the Project. According to the Applicant, those in attendance were overwhelmingly positive and supportive of the nature of the proposed use. Additional information is provided below in the Neighborhood Outreach section of the report. Neighbors who contacted staff confirmed the positive response the Project received.

RCFE's are licensed and monitored by the California Senior Care Licensing Program, an office of the Department of Social Services. In Laguna Hills, the use is defined as "a community care facility, licensed by the state, providing resident health care to elderly persons who reside as a family unit or in a group setting, whether such persons are ambulatory or not" (Chapter 9-04.180 "R" definitions). The use is regulated by Chapter 9-64 (Community Care Facilities) of the Code, which currently does not permit the proposed use in the Neighborhood Mixed Use zoning district. Therefore, the Applicant's request includes concurrent City Council approval of modifications to the Code that would permit the establishment of the use and construction of the Project. The proposed modifications would permit Residential Care Facilities for the Elderly (7+ occupants) in the Neighborhood Mixed Use zoning district with the approval of a Conditional Use Permit.

Staff has reviewed the Code requirements, as well as General Plan issues, goals, and strategies, and has determined that the proposed Project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare. The design of the Project would provide a compatible transitional land use between the Neighborhood Mixed Use zoning district and the abutting existing single-family homes. The proposed residential care building has been designed to reflect a Spanish Colonial-inspired architectural theme, similar to the existing retail buildings near the site and consistent with the City's California rancho heritage. Ample landscaping would surround the Project site which will serve as a buffer between the facility and nearby residences. Staff has completed an Initial Study/Mitigated Negative Declaration and has determined that although the proposed Project could have a significant effect on the environment, there will not be a significant effect due to mitigation measures that have been identified and will be implemented as a part of the Project. The proposed Project will expand the types of facilities and services available within the community for residents with special care needs.

Therefore, staff is recommending approval of the proposed Project.

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AUTHORITY:

Because the Project involves items which both the City's Planning Agency and City Council must approve, the items are being considered concurrently through a Joint Public Hearing of the City Council and Planning Agency. State law requires that a Project's potential environmental impacts be considered before either the City Council or Planning Agency take any action on the Project.

The City Council and Planning Agency are therefore being asked to take the following actions:

- Consider the Initial Study/Mitigated Negative Declaration together with public comments and written and oral information from City staff, the public, and other interested parties;
- Find that, with the implementation of mitigation measures, the Project will not have a significant impact on the environment; and
- Adopt a Joint Resolution to adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program per CEQA.

The City Council is being asked to take the following actions:

- Adopt an Ordinance approving and adopting a Zoning Text Amendment to Title 9 of the Laguna Hills Municipal Code amending Chapter 9-64 (Community Care Facilities) to permit Residential Care Facilities for the Elderly (7+ occupants) within the Neighborhood Mixed Use zoning district contingent upon the adoption and effectiveness of the following Resolution approving Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244.

The Planning Agency is being asked to take the following action:

- Adopt a Resolution approving the discretionary entitlements for the development proposal (as described in the letter of justification and plans submitted for SDPM/CUP/TPM/ZTA No. 7-18-4244), contingent upon the adoption and effectiveness of the aforementioned Ordinance by the City Council.

The process the City must follow in reviewing new development projects is found in Chapter 9-92 of the Code – specifically Section 9-92.030 of the Code. The Planning Agency has review authority over the proposed Site Development Permit, Conditional

Use Permit, and Tentative Parcel Map. In addition, pursuant to Chapter 9-90, the City Council has review authority over proposed Zoning Text Amendments to the Code.

Property owners may also file a request to modify the City's Zoning Code pursuant to LHMC Chapter 9-90, subject to the approval of an ordinance by the City Council following a public hearing. If the City Council adopts the proposed Ordinance approving the requested zoning text amendments to the Code, RCFE's would require approval of a Conditional Use Permit by the Planning Agency. Pursuant to LHMC 9-92.080(G), new buildings and uses in excess of 20,000 square feet are subject to approval of a Site Development Permit by the Planning Agency. The proposed Project includes an approximately 31,500 square foot residential care facility.

The proposed Project is unique in that it requires action by both the City Council and Planning Agency. Typically, discretionary entitlement approvals for new development are considered by the Planning Agency in its quasi-judicial role. However, for this Project, the Applicant has also requested that the City Council consider a modification to the City's Zoning Code, which is considered a legislative action (i.e., the creation of a new law or modification of existing laws). Because only the City Council can undertake legislative actions, it is necessary for both the Planning Agency and City Council to consider the Project at a joint public hearing.

Staff recommends approval of the proposed Project based on a written explanation of the Project's consistency with the City's Code and General Plan, along with a determination that the Project will not result in any significant impacts on the environment. These written explanations (known as findings) are listed and discussed in the attached CEQA Resolution (Attachment 1), Ordinance (Attachment 2), and Project Resolution (Attachment 3).

BACKGROUND:

The former Phillips Mazda automobile dealership is an approximate 5.2-acre property located on the southeast corner of Alicia Parkway and Paseo de Alicia (see map - Attachment 4). To the north of the property are existing office buildings and a preschool. To the south across Bentley Lane is an existing public storage facility, and abutting the property along the southeast are existing single-family homes. To the west, across Alicia Parkway, is an existing commercial retail center.

The Phillips Mazda dealership closed in 2015, and until recently, the property had consisted of vacated sales offices, service garages, and trellis/shade structures

associated with the dealership and other ancillary businesses. A demolition permit was issued in October 2018, and all structures have since been removed from the site. The site is now vacant and covered with surface asphalt and concrete, which are remnants from the previous use of the site.

PROPOSAL & ANALYSIS:

Overview

The proposed Project consists of the construction of a 72-bed Residential Care Facility for the Elderly with assisted living and memory care services (see Attachments 5 & 6 for Letter of Justification and Project Plans). The approximately 31,500 square foot single-story residential care building would be located on a newly-created 2.5-acre parcel at the eastern half of the property. The remainder of the Project site, along Alicia Parkway, is not a part of this proposal and is not proposed to be redeveloped at this time.

A summary of the facility characteristics is as follows (Attachment 6, Sheet A2.1):

- 72 beds; 44 resident units
- 15 private studios, 21 shared suites, 7 semi-private suites, 1 one-bedroom unit
- Community activity/dining areas, medical/salon space, office areas
- Commercial kitchen and laundry facilities
- Secured perimeter with security and communication systems throughout facility

The RCFE will be licensed by the State Department of Social Services with a maximum of 72 residents, and will be staffed 24 hours per day, 7 days per week. Staff members include administration, licensed nurses, program leaders, caregivers, kitchen staff, and housekeepers. The maximum number of staff onsite during any shift would be 24 employees, and the greatest number of staff will be onsite between 7:00am and 5:00pm, Monday through Friday. Shift changes are staggered throughout the day between different departments in order to minimize impact on the surrounding neighborhood; nursing/caregiver shifts typically change over at 6:30am, 2:30pm, and 10:30pm, while other employees work normal business hours (i.e., 8:00am to 6:00pm).

Site Design/Circulation

There are two vehicular access points identified for the proposed Project (Attachment 6,

Sheet A1.1). Primary access will be from the north from a new driveway on Paseo de Alicia. Access from the south will be from an existing driveway on Bentley Lane. This access will serve as a secondary access, used primarily for delivery and service vehicles. Vehicular circulation within the premises of the Project site consists of a singular drive aisle located along the south side of the building, which also serves as the required fire department access for the facility. A combination of 3-foot tall wood-pole fencing and 6-foot tall vinyl fencing will be used along the Project boundary (Attachment 6, Sheet A1.2). The Applicant initially proposed a block wall for the perimeter; however, vinyl fencing was required in order to avoid conflicting with the aforementioned easements. As identified on the proposed Tentative Parcel Map, the property is encumbered by multiple existing easements that follow the eastern property line, including storm drain, slope/drainage, and sewer easements. The Public Services and Community Development Departments have reviewed and determined that none of the easements are in conflict with the proposed Project. Staff notes the Applicant eliminated an easement that would have conflicted with the location of the proposed building.

A total of 28 parking spaces are proposed, including two ADA-accessible spaces. The Code requires 24 parking spaces (1 space/3 beds). The residents of the facility will not be driving, so the spaces will primarily be used by visitors and staff, and will be able to accommodate peak periods of parking overlap during shift changes and occasional visitor spikes during holidays. A service vehicle parking area is located near the service/trash area at the rear of the building. A facility shuttle bus will also be provided and offer transit services to the residents, and will take residents on outings during the week (i.e., scenic drives or visit a safe destination for seniors with dementia).

Service, loading, and deliveries will occur only Monday – Friday, 7:00am – 5:00pm, with no deliveries scheduled on the weekend. The site will be screened from the adjacent residential properties with a six-foot high solid vinyl fence, along with new and existing landscaping. The grade difference between the facility and adjacent homes will also reduce the Project's visibility to the residential areas (Attachment 6, Sheet A3.2).

Lighting proposed throughout the Project site will utilize 18-foot tall light poles with lamps that are fully-shielded and that direct light downward in order to avoid impacting nearby residential uses. All lighting will be designed and located to ensure light is confined within the Project boundaries to further avoid impacting adjacent homes. The submitted lighting plan (Attachment 6, Sheet E1.1) confirms that the Project will meet the City's minimum required lighting standards, and avoid lighting that spills over onto adjacent properties or public rights-of-way.

Architectural Design

The proposed building has been designed to reflect a Spanish Colonial-inspired architectural theme, similar to the existing retail buildings near the site (i.e., Laguna Hills Plaza, Chase Bank, Honali Plaza) and consistent with the City's California rancho heritage (Attachment 6, Sheet A3.1). This includes architectural elements such as soft-pitch terra cotta tile hip roofs, stone veneer accents, exposed rafter tails, tan vinyl clad windows with full surrounds, and cream-colored stucco building finishes. For added visual interest and building articulation, the building façades also include strategically placed decorative wrought iron, tile accents, and eave projections. Roof heights fluctuate in order to provide visual interest at the roofline, with heights varying between 21 to 25 feet (maximum building height for the zoning district is 40 feet). The architecture and layout of the building complement the surrounding land uses and comply with the development standards in the Code.

Landscaping Design

Landscaping throughout the Project site consists of native and drought-tolerant plants (Attachment 6, Sheet L-1). Mostly utilized around the site are various trees and shrubs, with no turf areas. The proposed tree palette includes Brisbane Box, Shoestring Acacia, Queen Palm, and Pygmy Date Palm. The shrub palette includes Bottlebrush, Birds of Paradise, and Lily of the Nile, among others. Nine existing trees, primarily along the Project perimeter, are proposed to be removed to accommodate site design. Ten existing mature trees in the slope between the Project site and adjacent residences will be preserved as they provide a substantial "green screen" between the proposed Project and the residential uses.

Also included with this proposal are two enclosed community courtyards accessible from within the facility. The amenities within the courtyards include walking paths, benches, gazebos, and a synthetic turf putting green. Two storm water retention basins are located on the Project site, and will be landscaped with bio-retention planting consisting of False Heather, Deer Grass, and Daylilies, and other drought-tolerant landscaping. The purpose of the basins is to meet state mandated requirements to control and treat water runoff.

Conditional Use Permit

Conditional Use Permits (CUPs) are used to evaluate uses that may have a moderate to high potential for adverse impacts on adjacent/abutting uses, or to the surrounding community due to operating characteristics. Approval of CUPs can allow a use, subject to conditions, to ensure compatibility between the requested use and existing uses. Chapter 9-64 of the Code states that Community Care Facilities (7+ occupants) require approval of a CUP. Due to the breadth of uses that fall under Community Care Facility designation, including but not limited to large family daycares, drug abuse/alcoholism recovery facilities, homes for the mentally/physically disabled, and transitional housing, review and approval of a CUP is essential in maintaining neighborhood compatibility. With approval of the proposed Zoning Text Amendment, which is described in the section below, the proposed Project would require review and approval of a CUP.

In order to evaluate the proposed CUP, staff evaluated the proposed facility's operational details, which are described in the Project Overview section above. Staff also contacted City of Yorba Linda Planning staff to inquire about a similar facility that the Applicant opened in 2017. The city confirmed that there have been no difficulties with noise, parking, and traffic since the facility opened. Similar to the proposed Project, the Yorba Linda facility abuts existing single-family residences, and there have been no complaints or negative reactions towards the facility. Thus, staff has concluded that the residential care facility will be able to operate at the proposed location with minimal impacts on the existing surrounding uses. Hours of operation, daily staffing, shift changes, service/delivery schedule, parking, and the overall use of the property as a low-intensity, residential-like facility is expected to have minimal impact on the surrounding existing built environment. The proposed operational details will be incorporated as conditions of approval for the Project.

Tentative Parcel Map

The California Subdivision Map Act authorizes local agencies to regulate and control the design and improvement of projects where land is being subdivided. Subdivisions involving the creation of fewer than five parcels are accomplished through a Parcel Map. The City adopted the County of Orange Subdivision Ordinance and Manual upon incorporation, and subsequently adopted the County's Subdivision Ordinance and Manual by reference as it existed on December 20, 1991. The documents are the City's regulations governing the subdivision process. The approval criteria outlined in these documents are primarily based upon a proposed subdivision's (including parcel maps) consistency with the City's General Plan, Development Code, and all applicable development standards of the zoning district where the subdivision is proposed.

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The Applicant proposes to subdivide the approximate 5.14-acre Project site into two parcels (Attachment 7). Parcel 1, at approximately 2.52 acres, is not a part of the proposed Project and is not proposed for redevelopment at this time. Parcel 2, at approximately 2.63 acres, consists of the proposed Project. The proposed Parcel Map facilitates the separate and independent development, ownership, financing, and operation of the proposed Project (Parcel 2).

Section 7-9-254 of the Subdivision Ordinance and Chapter 9-86 of the City's Development Code require subdivisions to be consistent with the County subdivision ordinance, the Laguna Hills General Plan, and applicable development standards including lot size, coverage, density, and setbacks. The design of Tentative Parcel Map 2018-182, as conditioned, complies with these requirements.

Development Standard	Required Standard	Proposed Standard
Minimum lot size	10,000 sq. ft.	Parcel 1: 109,485 sq. ft. Parcel 2: 114,324 sq. ft.
Maximum lot coverage	50%	Parcel 1: n/a Parcel 2: 28%
Maximum density (FAR)	0.38 (0.30 Commercial/ 0.08 Residential)	Parcel 1: n/a Parcel 2: 0.28 Commercial
Minimum front building setback	10 ft.	Parcel 1: n/a Parcel 2: 100 ft.
Minimum side setback (interior)	10 ft.	Parcel 1: n/a Parcel 2: 10 ft.
Minimum rear setback (abutting residential)	20 ft.	Parcel 1: n/a Parcel 2: 60 ft.

General Plan Consistency/Alicia Gateway Opportunity Area

In order to approve the Project, the City Council and Planning Agency must find that the Project is consistent with the Laguna Hills General Plan. Staff has concluded that the Project is consistent with several General Plan Goals and Policies. Specifically, the Project:

- Is compatible and interdependent with neighboring uses (Goal LU-2).
 - Protects existing neighborhoods from the encroachment of incompatible activities and land uses (Policy LU-2.4).
 - Uses buffers and transitional areas such as increased setbacks and extensive landscaping, between new activities and existing land uses (Policy LU-2.5).
- Proposes infill development that involves the revitalization of property in an economically and environmentally sustainable manner (Goal LU-3).
- Places a high priority on design, architecture, and landscaping that reflect the community's identity and gracious lifestyle (Goal LU-4).
- Expands the variety of services, shopping, and entertainment opportunities in the community (Goal LU-6).

The proposed Project is also located within the Alicia Gateway Opportunity Area (AGOA) and the City Council and Planning Agency must find that the Project is consistent with the vision of the area. As part of the City's 2009 Comprehensive General Plan Update, the City Council adopted the AGOA, which encompasses the entire Neighborhood Mixed Use zoning district, including the subject property. The AGOA seeks to create a moderate density center and gathering place by promoting:

- A mix of retail, housing, and office uses;
- Walkable connections, plazas, and green space for community gatherings;
- High-quality design and architecture;
- Orientation of buildings toward the street and pedestrians;
- Accessibility to transit; and
- Connectivity to promote walking from nearby neighborhoods to the Gateway.

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The AGOA designation also promotes the development of vertical and horizontal mixed-use. Allowed uses include commercial, retail, office, and residential; however, standalone residential is prohibited.

The proposed Project is consistent with the vision and requirements of the AGOA. The Project:

- Will continue to add to the mix of land uses in the area and provides new services that do not otherwise exist in the NMU zoning district;
- Will be walkable to other existing commercial/retail uses within the AGOA (residents, guests, visitors);
- Continues the high-quality design and architecture envisioned for the AGOA and is an aesthetic improvement to the neighborhood while providing a compatible development that respects the existing single-family residential neighborhood abutting the Project site;
- Is an ideal buffer between existing commercial/retail uses and existing adjacent single-family residences;
- Is not a true residential use as the typical impacts associated with residential uses (i.e., vehicle trip generation, schools/parks, etc.) are not associated with this proposal. While transit options will be provided, the residents of the facility will not be driving and are expected to remain at the facility for any recreational needs.

Due to the nature of the use and proposed subdivision of the property, some goals of the AGOA, such as green space for community gatherings, walkability, and orientation towards Alicia Parkway, are not incorporated into this Project. Any future development on the front half of the property will likely need to incorporate such goals.

Zoning Text Amendment

The City is divided into various land use districts which is commonly referred to as zoning. The Code identifies different land uses and regulations for each zoning district and also stipulates that any land use that is not expressly permitted in a zoning district as a permitted or conditionally permitted use shall be considered a prohibited use (LHMC 9-10.060). Changes to permitted uses or regulations are allowed through zoning text amendments, which are subject to City Council review and approval by adoption of an ordinance (LHMC 9-90.050 and 060).

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The proposed Project is located in the Neighborhood Mixed Use (NMU) zoning district (shown below in blue), which serves as the primary gateway into the City on Alicia Parkway. The NMU zoning district is bounded by Medium Low-Density Residential zoning to the west, the City of Mission Viejo across the Interstate 5 Freeway to the north, and Low Density Residential zoning to the east and south.

The purpose and intent of the NMU zoning district is “to create attractive neighborhood-level centers that promote a more active, vibrant street life; increase pedestrian activity and reduce vehicular traffic; provide storefront style shopping streets; provide a variety of compact, multi-family housing types close to jobs and services; and/or encourage walking and social interaction. The NMU district provides areas for a variety of different, compatible land uses to exist in proximity.” For community care facilities in the NMU zoning district, the Code refers to Chapter 9-64, Community Care Facilities. Residential Care Facilities for the Elderly (7 or more occupants) is not currently identified as a permitted use within the NMU zoning district.



The Applicant is proposing to amend the Code to identify “Residential care facility for the elderly” as a conditionally permitted use within the Neighborhood Mixed Use zoning district. The proposed Ordinance would amend Chapter 9-64.040 (Zoning Requirements and Site Development Standards) and Table 9-64.040 (Required Permit for Community Care Facilities 7+ Occupants) of Title 9 (Zoning and Subdivisions) of the Code to allow Residential Care Facilities for the Elderly as a use permitted within the NMU zoning district, subject to approval of a Conditional Use Permit.

Although the proposed Zoning Text Amendment establishes a new allowable use for the NMU zoning district, staff does not anticipate a proliferation of the use. Existing buildings within the NMU zoning district support economically viable uses making it unlikely that conversions of existing buildings will take place. There are no other vacant

parcels within the NMU zoning district. The proposed redevelopment of the property was only possible as a result of the discontinued use of a functionally obsolete automobile dealership building.

CONCLUSION:

Staff supports the proposed Project as it continues to implement the goals and objectives of the General Plan and Alicia Gateway Opportunity Area. The proposed Project will facilitate opportunities for members of the community that require special care. Given the range of potential uses that could be implemented under the site's current land use designations, the proposed Project is one of the least impactful and intensive as it is designed to appear similar to a single-family residence (i.e., single-story building, residential-style architecture) and will have limited impact on traffic, noise, and utilities. After corresponding with the City of Yorba Linda, it appears that the existing ActivCare facility in Yorba Linda, which is similar in design and location (abutting single-family homes) as the proposed Laguna Hills location, has been in operation since 2017 with no adverse operational impacts or complaints from nearby residents. The use would provide a compatible transitional land use between the Neighborhood Mixed Use zoning district and the abutting existing single-family homes. The Project will also serve as a buffer between the adjacent homes and any future, likely more intense commercial development of the parcel fronting Alicia Parkway.

The introduction of Residential Care Facilities for the Elderly to the NMU zoning district will provide property and business owners additional land use opportunities. As identified in the General Plan, the Neighborhood Mixed Use land use designation provides areas for a variety of different, compatible land uses to exist in proximity. Thus, the proposed Zoning Text Amendment is consistent with the General Plan and staff is recommending approval of the proposed Ordinance to allow Residential Care Facilities for the Elderly (7 or more occupants) in the NMU zoning district with approval of a Conditional Use Permit.

With the recommended Conditions of Approval, the Project meets development standards and design guidelines of the Code and meets the goals, policies, and procedures of the General Plan. Thus, staff is recommending approval of the proposed Project.

PUBLIC NOTICE:Neighborhood Outreach

The Applicant held neighborhood outreach presentations on August 13 and August 15 of 2018. Outreach notices were sent to homeowners within 1,000 feet of the property. The presentations were attended by 38 and 16 attendees, respectively, and questions and concerns primarily focused on traffic and parking on Bentley Lane. According to the Applicant, those in attendance were overwhelmingly positive and appreciative of the nature of the proposed use. The Applicant was able to satisfy the concerns of the residents by agreeing to incorporate the following operational details into the Project's operational plan:

- No staff parking on Bentley Lane
- Delivery vehicles that enter on Bentley Lane must exit on Paseo de Alicia
- Arrange for overflow parking at the adjacent commercial center to accommodate visitors on busy holidays and/or occasional special events
- Encourage construction traffic to use Paseo de Alicia for ingress and egress

Therefore, staff included a conditions of approval (COA no. 22 – 25) to incorporate these operational details. Regarding overflow parking, staff prohibited the use of Bentley Lane for visitor overflow parking.

The Applicant subsequently sent out an additional informational handout on December 1, 2018 (Attachment 8). The handout was sent to homeowners within 1,000 feet of the boundary of the NMU zoning district. No presentation was given as part of the second outreach effort, and the handout did not result in any substantive discussions about the Project.

AB 52 Native American Tribal Consultation

Tribal Resources Consultation with requesting tribes has been concluded as provided for under AB 52. The City contacted three tribes about their desire to initiate consultation: the Gabrieleño Band of Mission Indians – Kizh Nation, the San Gabriel Band of Mission Indians, and the Soboba Band of Luiseno Indians. Only one tribe, the Gabrieleño Band of Mission Indians – Kizh Nation (Tribe), requested consultation, which subsequently occurred on November 8, 2018. As one element of the consultation process, the Tribe recommended various mitigation measures within the Project site, which have been

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incorporated in the Project's Initial Study/Mitigated Negative Declaration.

Public Notice

The proposed Project was advertised in an adjudicated newspaper of general circulation on February 28, 2018. In addition, over 400 property owners within 300 feet of the AGOA were mailed a public hearing notice. 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:

Included with this report is the Project's Initial Study/Mitigated Negative Declaration ("IS/MND") and associated Mitigation Monitoring and Reporting Program ("MMRP"), pursuant to the California Environmental Quality Act, Public Resources Code Section 21000 et seq., Title 14, California Code of Regulations, Section 15000 et seq. In analyzing the Project's environmental impacts, it was determined that there were no potentially significant impacts in the following impact categories:

Aesthetics; Agriculture and Forest Resources; Air Quality; Geology and Soils; Greenhouse Gas Emissions; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Noise; Population and Housing; Public Services; Recreation; Transportation/Traffic; and Utilities and Service Systems.

For the remaining impact categories, potentially significant impacts were identified, however mitigation measures were identified that reduced impacts to a level of less than significant.

CEQA Recommendation

Copies of the information contained in the IS/MND, MMRP, and all supporting documentation, are on file with the City Clerk, and will be made available to interested members of the public prior to the Public Hearing, and will also be available in the Council Chamber at the Public Hearing. A copy of the IS/MND and MMRP is attached to the Resolution as Exhibit "A" and Exhibit "B", respectively. All related technical appendices, including the Air Quality and Greenhouse Gas Memorandum, Geotechnical Investigation, Phase I-II ESA, Preliminary Hydrology Study, Noise Impact Assessment Memorandum, Trip Generation Evaluation, Cultural Resources and Tribal Cultural Resources, and Water/Sewer Assessment, have been provided to the Planning

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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 will be available to the Planning Agency/City Council on the dais during the public hearing.

Based on this review, City staff recommends that the City Council and Planning Agency adopt a Joint Resolution of the City Council and the Planning Agency adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway.

ATTACHMENTS:

- Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP
- Attachment 2 – Proposed Ordinance
- Attachment 3 – Proposed Resolution of Approval
- Attachment 4 – Vicinity Map
- Attachment 5 – Letter of Justification
- Attachment 6 – Project Plan Set
- Attachment 7 – Tentative Parcel Map
- Attachment 8 – Neighborhood Outreach Handout



Attachment 1

Proposed CEQA Resolution
Exhibit A: IS/MND
Exhibit B: MMRP

RESOLUTION NO. PA2019-X

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS AND THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/TENTATIVE PARCEL MAP/ZONING TEXT AMENDMENT NO. 7-18-4244, A REQUEST BY ACTIVCARE LIVING, INC. TO CONSTRUCT AN APPROXIMATELY 31,500 SQUARE FOOT RESIDENTIAL CARE FACILITY FOR THE ELDERLY AT 24888 ALICIA PARKWAY”

WHEREAS, ActivCare Living, Inc. (“Applicant”), has filed an application for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway (“Project”); and,

WHEREAS, pursuant to the California Environmental Quality Act (“CEQA”), the City is the lead agency for the Project as defined in Section 21067 of the Public Resources Code; and

WHEREAS, an Initial Study was prepared to assess the Project's potential environmental impacts, and, based on the initial study, a Mitigated Negative Declaration was prepared; and,

WHEREAS, pursuant to CEQA Guidelines section 15072, a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration for the Project was filed and posted by the Orange County Clerk Recorder on February 5, 2019; and,

WHEREAS, the Mitigated Negative Declaration was circulated for public comment beginning on February 5, 2019 and ending on February 25, 2019; and,

WHEREAS, the Mitigated Negative Declaration was prepared and circulated in accordance with CEQA and CEQA's implementing guidelines; and,

WHEREAS, pursuant to CEQA Guidelines section 15074(d), the City prepared a Mitigation Monitoring and Reporting Program for the Project; and,

WHEREAS, the City Council and the Planning Agency have considered the Initial Study and Mitigated Negative Declaration together with information and testimony presented by City staff, the public, and other interested parties at a duly noticed joint public hearing held on March 12, 2019; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND DETERMINED BY THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS AND THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

- SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- SECTION 2. On the basis of the whole record, including the Initial Study, Mitigated Negative Declaration and comments received, there is no substantial evidence that the Project will have a significant effect on the environment.
- SECTION 3. The Mitigated Negative Declaration reflects the City's independent judgment and analysis.
- SECTION 4. Therefore, the City Council and the Planning Agency do hereby adopt the Mitigated Negative Declaration for the Project attached hereto as Exhibit "A."
- SECTION 5. The City Council and the Planning Agency do hereby adopt the Mitigation Monitoring and Reporting Program for the Project attached hereto as Exhibit "B."
- SECTION 6. The City Council and the Planning Agency hereby delegate authority to the City's Director of Community Development to file a Notice of Determination with the Orange County Clerk Recorder pursuant to CEQA Guidelines Section 15075(a).
- SECTION 7. The record of the proceedings on which the City's decision is based is located at the Community Development Department, City Hall, City of Laguna Hills, located at 24035 El Toro Road, Laguna Hills, CA 92653. The custodian of record of proceedings is the Director of Community Development.

PASSED, APPROVED, AND ADOPTED this 12th day of March, 2019.

DORE GILBERT, 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. PA2019- adopted by the City Council and Planning Agency of the City of Laguna
Hills, California, at a Regular Meeting thereof held on the 12th day of March, 2019, by the
following vote:

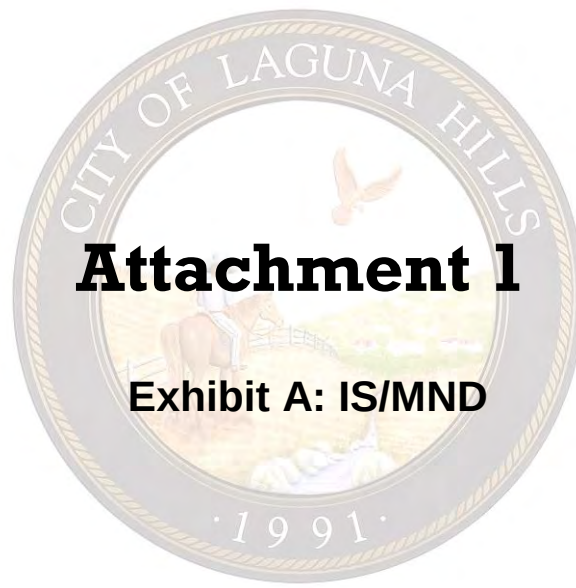
AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK



Attachment 1

Exhibit A: IS/MND

Initial Study and Mitigated Negative Declaration for ActivCare Laguna Hills Residential Care Facility for the Elderly Project



Prepared
for
City of Laguna Hills

January 2019



**Initial Study and Mitigated Negative Declaration
for
ActivCare Laguna Hills
Residential Care Facility for the Elderly Project**

Prepared for:

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

Prepared by:

Applied Planning, Inc.
11762 De Palma Road, 1-C 310
Corona, CA 92883

January 2019

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APPENDIX D: Hydrology

APPENDIX E: Noise Impact Analysis

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1.0 INTRODUCTION

1.0 INTRODUCTION

1.1 PROJECT OVERVIEW, DOCUMENT PURPOSE AND SCOPE

This Initial Study/Mitigated Negative Declaration (IS/MND) addresses potential environmental impacts associated with the proposed ActivCare Laguna Hills Residential Care Facility for the Elderly Project (Project). In summary, the Project proposes construction and operation of a 72-bed, 31,500-square-foot Residential Care Facility for the Elderly (RCFE) within an approximately 2.5-acre Project site. The Project would be licensed by the State of California, Department of Social Services (DSS) for a maximum of 72 residents, with special waivers for dementia care, bedridden residents, and hospice care. The Project would implement a secured perimeter consistent with State/DSS requirements.

The approximately 2.5-acre Project site comprises the easterly portion of the former Phillips Mazda auto dealership located at the southeasterly corner of Alicia Parkway at Paseo De Alicia, 24888 Alicia Parkway, Laguna Hills, Orange County, CA.

For analytic purposes, the assumed Project Opening Year is 2020. Please refer also to the detailed Project Description presented at IS/MND Section 2.0, *Project Description*.

This IS/MND was prepared pursuant to Section 15063 of the California Environmental Quality Act (CEQA) Guidelines. Although this document was prepared with consultant support, all analysis, conclusions, findings and determinations presented in the Initial Study fully represent the independent judgment and analysis of the City of Laguna Hills (City), acting as Lead Agency under CEQA. In accordance with the provisions of CEQA, as the Lead Agency, the City is solely responsible for approval of the proposed Project. As part of the decision-making process, the City is required to review and consider the potential environmental effects that could result from the Project.

CEQA Guidelines Article 6¹ discusses the Mitigated Negative Declaration Process, which is applicable to the Project. Article 6 states in pertinent part:

“A public agency shall prepare or have prepared a proposed negative declaration or mitigated negative declaration for a project subject to CEQA when:

- (a) The initial study shows that there is no substantial evidence, in light of the whole record before the agency, that the project may have a significant effect on the environment, or
- (b) The initial study identified potentially significant effects, but:
 - (1) Revisions in the project plans or proposals made by or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
 - (2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.”

As supported by the Initial Study presented herein, the City has determined that the Project may result in or cause potentially significant effects. However, compliance with existing policies, plans and regulations, and any applicable revisions to the Project plans, together with design features and mitigation measures incorporated in the proposal would avoid the effects or mitigate the effects to levels that would be less-than-significant. The City has consequently determined that a Mitigated Negative Declaration is appropriate for the Project.

¹ Title 14. California Code of Regulations, Chapter 3. *Guidelines for Implementation of the California Environmental Quality Act*, Article 6. *Negative Declaration Process*.

This IS/MND is intended to be an informational document, providing the City's decision-makers, other public agencies, and the public with an objective assessment of the potential environmental impacts that could result from implementation of the proposed Project.

1.2 DOCUMENT ORGANIZATION

This IS/MND includes the following sections.

- Introduction: This Section (1.0) describes the format of the IS/MND and provides summary findings of the environmental analysis.
- Project Description: This Section (2.0) describes the Project and its objectives and outlines the existing regulations that will affect development of the Project.
- Environmental Evaluation: This Section (3.0) presents the IS Environmental Checklist and responses to topical environmental questions posed within the Checklist. Answers provided are substantiated qualitatively in all instances, and quantitatively where appropriate. Under topical issues where the Project would have no impact or impacts would be less-than-significant, no mitigation is required. In instances where impacts are determined to be "potentially significant unless mitigation incorporated," mitigation measures are proposed that would reduce potentially significant environmental impacts to levels that would be less-than-significant.
- Determination: This Section (4.0) addresses mandatory findings of impact significance and presents the determination regarding the appropriate environmental document for the Project.
- Mitigation Monitoring Plan: This Section (5.0) presents the Project Mitigation Monitoring Plan (MMP). The MMP lists proposed mitigation measures; identifies mitigation timing; and assigns parties responsible for implementing and monitoring of mitigation measures.

1.3 INTENDED USE OF THIS IS/MND

The City of Laguna Hills is the Lead Agency for the purposes of CEQA because it has the principal responsibility and authority for consideration of Project discretionary actions and associated permitting. As the Lead Agency, the City is also responsible for analyzing the Project's potential environmental impacts.

The Lead Agency will employ this IS/MND in its evaluation of potential environmental impacts resulting from, or associated with, approval and implementation of the Project. This IS/MND will also be used by various Responsible Agencies, e.g., Air Quality Management District(s), Regional Water Quality Control Board(s), *et al.*; as well as utilities and service providers when such entities issue discretionary permits necessary to carry out the Project. For example, if this Project would require discretionary permits from the South Coast Air Quality Management District (SCAQMD), this IS/MND will serve as the environmental assessment for such permits (please refer to California Code of Regulations, Section 15050).

In employing this IS/MND, the City and other agencies need to recognize that Project plans and development concepts identified herein are just that – plans and concepts that are subject to refinement as the Project is further defined. Acknowledging the potential for these future minor alterations to the Project, this IS/MND in all instances evaluates maximum impact scenarios that would likely account for these minor alterations. Notwithstanding, at the discretion and direction of the City, substantive future modifications to the Project described herein may warrant additional environmental evaluation per CEQA.

1.4 DISPOSITION OF THIS DOCUMENT

This IS/MND will be circulated by the City of Laguna Hills for a minimum of 20 days, to allow for public and agency review. Comments received on the IS/MND will be considered by the City in their review of the Project. The public is encouraged to contact the City for questions regarding the CEQA process and the Project. Comments on the IS/MND may be sent to:

Mr. David Chantarangsu, AICP
Community Development Director
dchantarangsu@lagunahillsca.gov

or

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

2.0 PROJECT DESCRIPTION

2.0 PROJECT DESCRIPTION

2.1 OVERVIEW

The proposed ActivCare Laguna Hills Residential Care Facility for the Elderly Project (Project), including all proposed facilities, on- and off-site supporting improvements, and associated discretionary actions comprise the Project considered in this Initial Study/Mitigated Negative Declaration (IS/MND).

In summary, the Project proposes construction and operation of a 72-bed, 31,500-square-foot Residential Care Facility for the Elderly (RCFE) within an approximately 2.5-acre Project site. The Project would be licensed by the State of California, Department of Social Services (DSS) for a maximum of 72 residents, with special waivers for dementia care, bedridden residents, and hospice care. The Project would implement a secured perimeter consistent with State/DSS requirements.

2.2 PROJECT LOCATION

The approximately 2.5-acre Project site comprises the easterly portion of the former Phillips Mazda auto dealership located at the southeasterly corner of Alicia Parkway at Paseo De Alicia, 24888 Alicia Parkway, Laguna Hills, Orange County, CA. The Project location is presented at Figure 2.2-1.

To create the 2.5-acre Project site, the Applicant would process a Parcel Map to divide the approximately 5.15-acre former auto dealership site into two parcels. The Project would be developed on the 2.5-acre parcel.



Figure 2.2-1
Project Location

2.3 LAND USE CONTEXT

2.3.1 BACKGROUND AND EXISTING LAND USES

The Project site was previously developed with auto dealership uses (Phillips Mazda), but has been cleared of all structures since closure of the auto dealership in 2015 (site structures demolished under City of Laguna Hills Demolition Permit No. DE-8-18-17191). The existing Project site comprises property covered with surface asphalt and concrete paved areas. None of the former auto dealership buildings remain on the site. The site accommodates storm drain and sanitary sewer lines and easements. More specifically, an existing 54-inch reinforced concrete pipe (RCP) storm drain (with 25-foot and 40-foot wide easements) runs through the site and will remain and be protected in place. An existing sewer lateral (with 10-foot wide easement) traverses the Project site in a generally north – south alignment. This sewer lateral and easement will be relocated along the Project site easterly/southeasterly boundary. Existing and proposed storm drain, sewer easements and infrastructure alignments are indicated in the Project Grading Plan Concept, Figure 2.3-1. Proposed alignment, realignment or other modification of easements and infrastructure would be subject to City and purveyor requirements.

Northerly/northeasterly of the Project site, across Paseo De Alicia, properties are developed with office, medical, and pre-school uses (AAA Auto of Southern California offices, Alicia Surgery Center, Guidepost Montessori School). Abutting the Project site to the east/southeast, properties are developed with single-family residences. Southerly of the Project site, across Bentley Lane is a commercial self-storage facility (Public Storage). Westerly of the Project site, across Alicia Parkway is the Laguna Hills Plaza commercial/retail center. Existing Project site and vicinity land uses are presented at Figure 2.3-2.

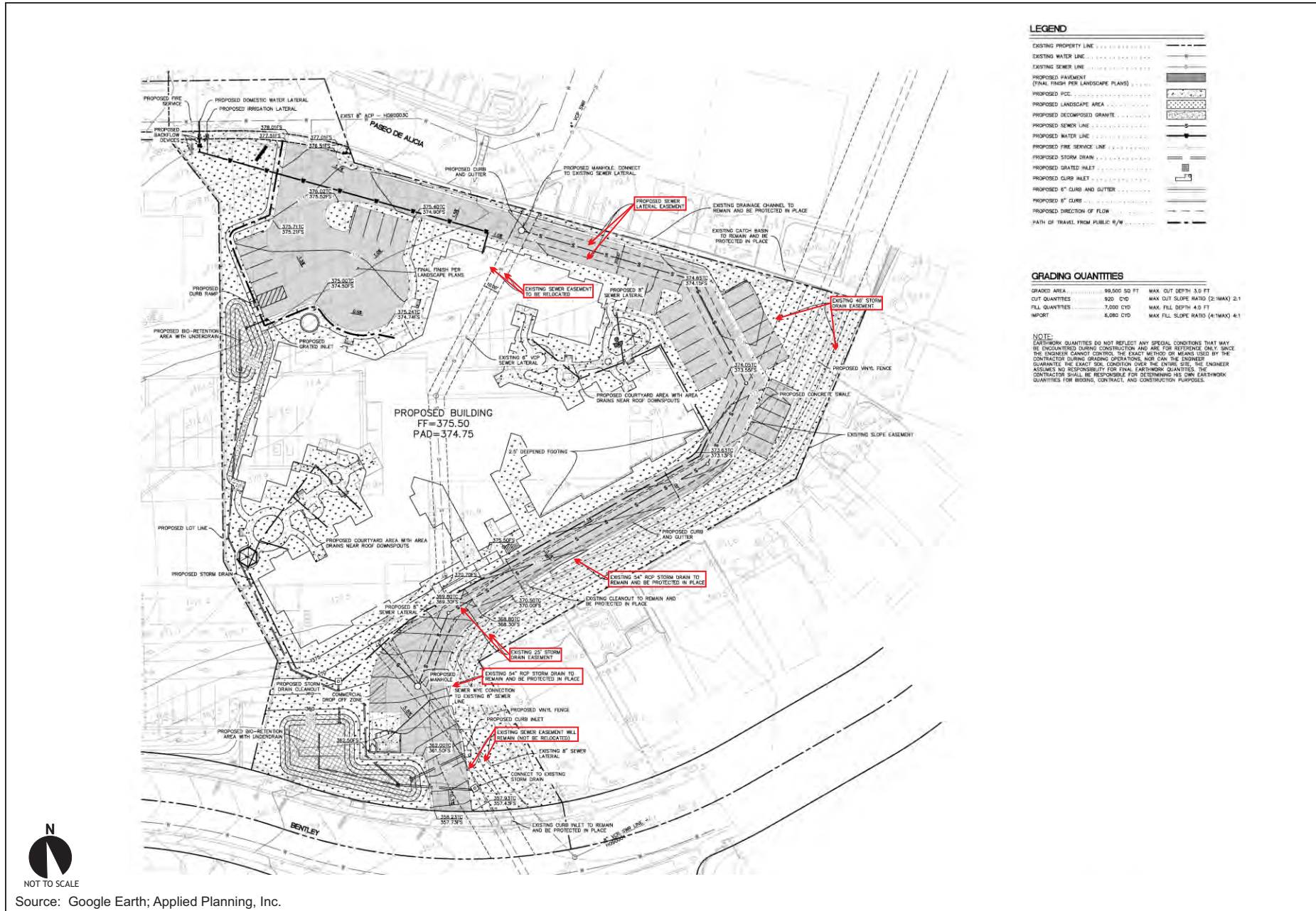




Figure 2.3-2
Existing Land Uses

2.3.2 LAND USE DESIGNATIONS

2.3.2.1 General Plan Land Use

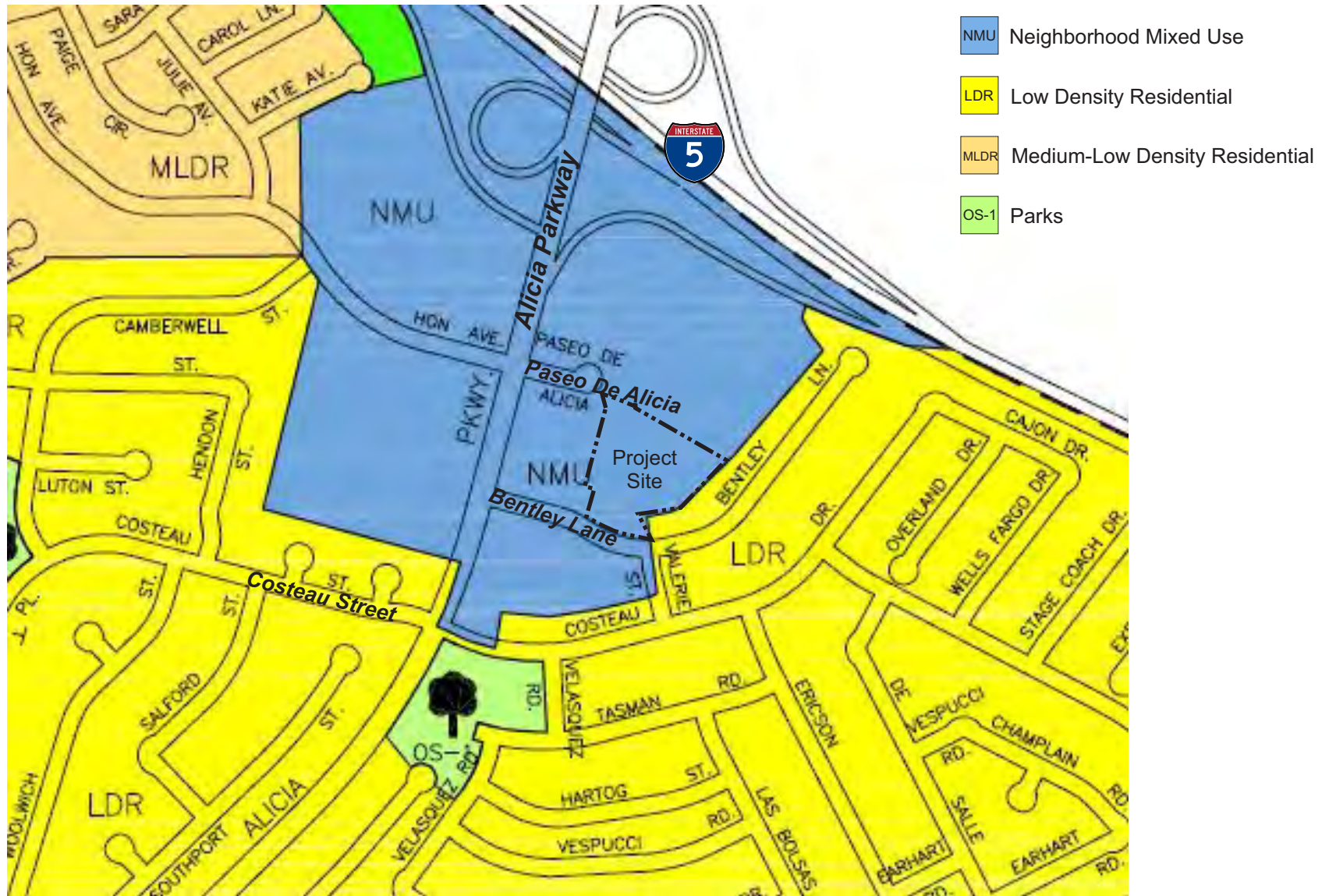
Project site and vicinity General Plan Land Use designations are presented at Figure 2.3-2. The City of Laguna Hills General Plan Land Use Map identifies the Project site as “Neighborhood Mixed Use.” The Neighborhood Mixed Use Land Use designation is intended to accommodate a variety of uses including: “mid-box anchors; administrative and professional uses; grocery and specialty stores; business support uses; eating and drinking establishments; cinemas; personal services; residential condos, apartments, and townhomes; and mixed use structures” (General Plan Land Use Map). The Project does not propose or require amendment of the site’s current General Plan Land Use designation.

2.3.2.2 Zoning

Project site and vicinity Zoning designations are presented at Figure 2.3-3. The City of Laguna Hills Zoning Map identifies the Project site as “Neighborhood Mixed Use” (NMU). The purpose and intent of the neighborhood mixed use district is to create attractive neighborhood-level centers that promote a more active, vibrant street life; increase pedestrian activity and reduce vehicular traffic; provide storefront style shopping streets; provide a variety of compact, multi-family housing types close to jobs and services; and/or encourage walking and social interaction. The neighborhood mixed use district provides areas for a variety of different, compatible land uses to exist in proximity (Laguna Hills Municipal Code, Chapter 9-29 *NMU Neighborhood Mixed Use District*; Section 9-29.010 *Purpose and Intent*).

The Project does not propose or require amendment of the site’s current Zoning designation. However, as a Community Care Facility that would accommodate 7+ persons, the Project is not currently permitted or conditionally permitted in the NMU Zone District. To allow for the Project, the Applicant has requested that the City Municipal Code, Chapter 9-64, Table 9-64.040 be amended to identify *Community Care Facilities 7 + Occupants* as a conditionally permitted use within the NMU Zone District.





Source: Laguna Hills Zoning District Map; Applied Planning, Inc.

Figure 2.3-4
Zoning Designations

2.3.2.3 Alicia Gateway Opportunity Area Designation

The Project site and surrounding properties that are designated as Neighborhood Mixed Use/NMU are also located within the Alicia Gateway Opportunity Area (AGOA). The General Plan describes the AGOA as follows:

The General Plan features a Neighborhood Mixed Use designation for the entire Alicia Gateway area. The Neighborhood Mixed Use designation will create a moderate density center and gathering place by promoting a mix of retail, housing, and office uses; walkable connections, plazas, and green space for community gatherings; high-quality design and architecture; orientation of buildings toward the street and pedestrians; and accessibility to transit. The Neighborhood Mixed Use designation promotes the development of vertical and horizontal mixed use. Allowed uses include commercial, retail, office, and residential. Standalone residential is prohibited. The maximum height is three stories, and the expected housing density range is between 10 and 20 dwelling units per acre with a maximum of 110 dwelling units on this site (General Plan, pp. LU 20 – 21).

The AGOA boundaries are indicated at previous Figure 2.3-3. The Project does not propose or require amendment of the AGOA.

2.4 PROJECT DEVELOPMENT CONCEPT

2.4.1 Demolition

As an initial action, any remaining surface concrete/asphaltic areas and debris within the former auto dealership site would be removed. Asphalt, concrete, and debris removed from the Project site would be reused, recycled, or diverted pursuant to requirements of the City of Laguna Hills Construction and Demolition Ordinance (Ordinance No. 2003-9). Approximately 73 haul trips would be required to remove demolition debris.¹

¹ Per CalEEMod default protocol. *ActivCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads) January 4, 2019, Attachment A.

2.4.2 Project Design Concept

2.4.2.1 Site Plan

The Project Site Plan Concept is presented at Figure 2.4-1. The proposed 72-bed RCFE building (building) would be centrally located in the Project site. The approximately 31,500-square-foot building represents a floor-to-area (FAR)/lot coverage of approximately 29 percent.² The Project in total would be designed and implemented pursuant to general requirements identified at City Municipal Code Chapter 9-40, *Design Regulations and Standards*; Municipal Code Table 9-29.040, *Neighborhood Mixed Use Development Standards*; and as specified in the Project Conditions of Approval, Conditional Use Permit (CUP), and Site Development Permit (SDP).

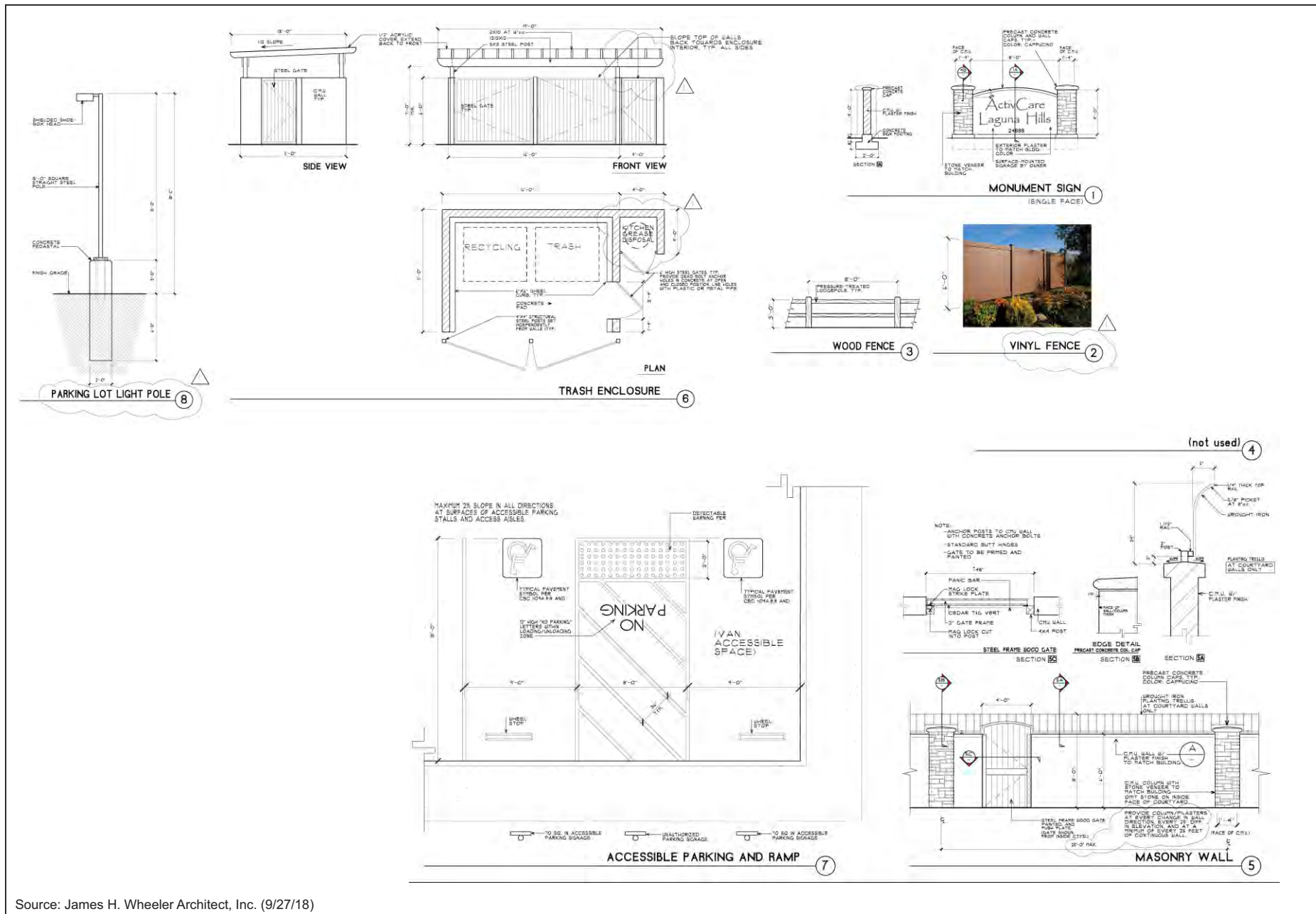
The Project entry would be oriented toward Paseo De Alicia, with access to the Project facilities provided by a private STOP-controlled driveway connecting northerly to Paseo De Alicia. Any required roadway frontage improvements along Paseo De Alicia would be implemented consistent with standard City Conditions. The Project does not propose or require substantive off-site circulation system improvements. All driveways, drive aisles, internal circulation and building/site access would conform to City of Laguna Hills and Orange County Fire Authority (OCFA) requirements.

The Project Site Plan Concept also incorporates designated areas for parking and service deliveries. Areas for service deliveries, and the predominance of parking spaces would be provided at the southeasterly portion of the Project site, screened from public view by the proposed building, the existing masonry screen walls and wood fencing along the southerly/southeasterly Project boundary, and perimeter landscaping. Additional definition of the Project site boundary and screening of the Project site, to include vinyl fencing, wood fencing, and masonry walls would be implemented per the Project Site Plan and Landscape/Hardscape Plan as approved by the City. Please refer also to Figure 2.4-2, *Site Details*.

² Maximum allowable FAR for the NMU Zone is 38 percent.



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2.4.2.2 Landscape/Hardscape Concept

The Project Landscape Hardscape Concept is presented at Figure 2.4-3. Site landscaping would comply with City requirements identified at Municipal Code Chapter 9-46, *Landscaping Standards and Guidelines*. The anticipated plant palette would incorporate native and drought-tolerant species. Amenities reflected in Project Landscape Hardscape Concept include enclosed, secured courtyards for use by residents, visitors, and staff; decomposed granite paths; outdoor seating areas; decorative paved Project entrance area; and a recreational putting green area for use by the RCFE residents.

2.4.2.3 Parking

RCFE residents would not drive, and no resident parking spaces would be required. Parking would however be provided for visiting families and staff. Designated areas for deliveries would be provided. Proposed parking would equate to 0.39 spaces per licensed bed (a minimum of 0.33 spaces per bed is required, Municipal Code Table 9-44.A, Number of Parking Stalls Required – Convalescent Hospital, Rest Home, Sanitarium). Project parking adequacy is substantiated in *ActivCare at Laguna Hills Parking Demand Analysis* (Urban Crossroads, Inc.) January 7, 2019 (IS/MND Appendix F). Designated loading/service areas would be provided at the rear of the proposed building. All Project parking and loading areas would, at a minimum, be designed and constructed consistent with City requirements (Municipal Code Chapter 9-44, *Access and Parking*).



2.4.3 Architectural Design and Building Materials

Illustrative Project architectural elevations are presented at Figure 2.4-4. The RCFE building height would range from 21 – 25 feet. An enlarged rendering of the Project Entry is provided at Figure 2.4-5 (reflects minor January 2019 design refinements). The Project architectural concept embodies a Santa Barbara Spanish style, drawing upon elements evident in surrounding Laguna Hills neighborhoods and Southern California in general. The building design would incorporate soft pitch terracotta tile hip roofs, with varying planes, forms, and articulation; exposed rafter tails and outlooker beams; stone veneers; tan vinyl clad windows with full surrounds, sill and lintel details; decorative tile accents, black wrought iron balcony railings; gate and trim details; decorative chimney shrouds; and sand-finished, cream-colored stucco wall surfaces. Please refer also to IS/MND Section 3.0, *Environmental Evaluation*; 3.6 *Initial Study Checklist and Substantiation*; Checklist Item I. *Aesthetics*.

2.4.4 Operations/Staffing

The Project would be staffed 24 hours per day, 7 days per week, with the greatest number of staff on-site between 7:00 a.m. and 5:00 p.m., Monday through Friday. Key staff members would include facility administration, licensed nurses, program leaders, caregivers, medical technicians, cooks and kitchen staff, laundry aides, housekeepers, janitors, business office, and marketing personnel. Maximum RCFE staff would total 47 persons, assigned to different shifts to ensure continuous 24-hour care for the RCFE residents. Maximum staff on-site during any shift would total 24 persons. Staff shift changes would be staggered throughout the day acting to minimize potential traffic impacts and parking demands.



Source: James H. Wheeler Architect, Inc. (12/22/17)



Source: James H. Wheeler Architect, Inc. (9/27/18)

2.4.5 Infrastructure/Utilities

Infrastructure and utilities that would serve the Project site are summarized below.

2.4.5.1 Water/Sewer Services

Water service to the Project would be provided by Moulton Niguel Water District (MNWD) via connection to an existing water main located within adjacent Paseo Alicia. Communication provided by MNWD indicates that upsizing of the existing serving water and sewer mains is not required to serve the Project.³ All Project water service lines would be designed, constructed, and maintained consistent with City and MNWD requirements. The Project would install an on-site reclaimed water system for use of reclaimed water, and would connect to the reclaimed water system when such system is available to the Project.

Wastewater generated by the Project site would be conveyed for treatment by facilities operated by the South Orange County Wastewater Authority (SOCWA). Sewer service to the Project would be provided via connection to an existing sewer main located northerly of the proposed RCFE building.

2.4.5.2 Storm Water Management Systems

The Project stormwater management system comprehensively incorporates required drainage improvements, and facilities and programs which act to control and treat storm water pollutants. Stormwater management system concepts reflected in the Project Preliminary Hydrology Study would direct storm water runoff from the developed Project site to two on-site retention and bio-treatment areas. These on-site retention and bio-treatment areas would comprise a portion of the Project's required Water Quality Management Program (WQMP). Prior to issuance of grading permits, a detailed WQMP would be required to be submitted to, and approved by, the City. Treated storm waters would be released in a controlled manner to the existing 54-inch RCP storm drain paralleling the easterly Project site boundary.

³ RE: Proposed Development located at Alicia and Bentley, 24888 Alicia Parkway Laguna Hills, CA 92653 (MNWD) December 26, 2018 (see: IS/MND Appendix H.)

Potential construction-source water quality impacts would be addressed through implementation of a City-mandated construction Stormwater Pollution Prevention Plan. More specifically, consistent with City requirements identified in the *City of Laguna Hills Local Implementation Plan (Jurisdictional Runoff Management Plan)* April 1, 2017 (LIP), the Applicant would be required to develop and implement a construction Stormwater Pollution Prevention Plan (SWPPP) acting to reduce and control potential erosion, siltation, and discharge of pollutants during Project construction. Per standard City Conditions Of Approval identified in the LIP:

Prior to the issuance of any grading or building permits for projects that disturb one (1) or more acres of soil or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, the Applicant shall demonstrate that coverage has been obtained under California's Construction General Permit (Order 2009-0009-DWQ) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request (LIP, p. A-7-5).

2.4.5.3 Solid Waste Management

It is anticipated that Project-generated solid waste would be conveyed by existing service providers to proximate Orange County landfills. Solid waste generated within the City is collected by CC&R Waste and Recycling Services and conveyed to one of two landfills. Solid waste from all City sources is sent to the Prima Deshecha Landfill, which is located approximately 12 miles from the Project site. Additionally, the Frank R. Bowerman Landfill, also approximately 12 miles from the Project site, accepts wastes from City commercial haulers only.

The California Integrated Waste Management Act under the Public Resources Code requires that local jurisdictions divert/recycle at least 50% of all solid waste. Additionally, pursuant to AB 341 (October 2011) effective July 1, 2012, the State of California requires that all businesses that generate four cubic yards or more of refuse per week implement a recycling program.

The City remains committed to its existing waste reduction and minimization efforts pursuant to the California Integrated Waste Management Act and AB 341. Compliance with the California Integrated Waste Management Act and AB 341, as implemented by the City, would be required of the Project.

2.4.5.4 Electricity

Electrical service to the Project would be provided by Southern California Edison (SCE). New lines installed by the Project would be placed underground. Alignment of service lines and connection to existing services would be as required by SCE. Surface-mounted equipment, such as transformers, meters, and service cabinets would conform to building setback requirements required by the City and SCE.

To allow for, and facilitate, Project construction activities, provision of temporary SCE electrical services improvements would be required. The scope of such temporary improvements is considered to be consistent with and reflected within the total scope of development proposed by the Project. Similarly, potential environmental impacts resulting from the provision of temporary SCE services would not be substantively different from, or greater than, impacts resulting from development of the Project in total.

2.4.5.5 Natural Gas

Natural gas service would be provided by the Southern California Gas Company. Existing service lines would be extended to the Project uses. Alignment of service lines and connection to existing services would be as required by the Southern California Gas Company.

2.4.5.6 Communications Services

Communications services, including wired and wireless telephone and internet services are available through various private providers and would be provided on an as-needed basis. As with electrical service lines, all existing and proposed wires, conductors, conduits, raceways, and similar communications improvements within the Project area would be installed underground. Any necessary surface-mounted equipment, e.g., terminal boxes, transformers, meters, service cabinets, etc., would be screened and would conform to building setback requirements as required by the City.

2.4.6 Fire Protection and Police Protection Services

Police and fire protection services are currently available to the Project site and would be provided by the following agencies:

- **Fire Protection Services:** Orange County Fire Authority (OCFA)
- **Police Protection Services:** Orange County Sheriff's Department (OCSD)

2.4.7 Schools, Parks and Other Public Services

A range of other services would also be generally available to the Project patrons and employees. These services include, but are not limited to: educational services, library services, arts and entertainment, and human services. These services and associated facilities are generally programmed and implemented in response to residential development and demands of resident populations. The Project uses would not substantively affect the area resident population. As such, facilities proposed by the Project would not affect schools, parks, or other public services or their availability.

2.4.8 Energy Efficiency/Sustainability

Energy-saving and sustainable design features and operational programs would be incorporated in the Project facilities pursuant to California Green Building Standards Code (CALGreen; CCR, Title 24, Part 11) as implemented by the City of Laguna Hills.

2.4.9 Construction Traffic Management Plan

Temporary and short-term traffic detours and traffic disruptions could result during Project construction activities including implementation of access and circulation improvements noted above. Accordingly, the Project Applicant would be responsible for the preparation and submittal of a construction area traffic management plan (Plan) to be reviewed and approved by the City. Typical elements and information incorporated in the Plan would include, but would not be limited to:

- **Name of on-site construction superintendent and contact phone number.**
- **Identification of Construction Contract Responsibilities** - For example, for excavation and grading activities, describe the approximate depth of excavation, and quantity of soil import/export (if any).
- **Identification and Description of Truck Routes** - to include the number of trucks and their staging location(s) (if any).
- **Identification and Description of Material Storage Locations (if any).**
- **Location and Description of Construction Trailer (if any).**
- **Identification and Description of Traffic Controls** - Traffic controls shall be provided per the Manual of Uniform Traffic Control Devices (MUTCD) if the occupation or closure of any traffic lanes, parking lanes, parkways or any other public right-of-way is required. If the right-of-way occupation requires configurations or controls not identified in the MUTCD, a separate traffic control plan must be submitted to the City for review and approval. All right-of-way encroachments would require permitting through the City.
- **Identification and Description of Parking** - Estimate the number of workers and identify parking areas for their vehicles.

- **Identification and Description of Maintenance Measures** - Identify and describe measures taken to ensure that the work site and public right-of-way would be maintained (including dust control).

The Plan would be reviewed and approved by the City prior to the issuance of building permits. The Plan and its requirements would also be provided to all contractors as one required component of building plan/contract document packages.

2.4.10 Project Air Quality/Noise-Vibration Best Management Practices (BMPs)

Recognizing potential effects of construction activities on nearby residential uses, the following construction Best Management Practices (BMPs) are incorporated in the Project. To facilitate coordination and effective implementation, the BMPs listed below shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit.

Air Quality BMP-1: During site preparation and grading activity, all actively graded areas within the Project site shall be watered at 2.1-hour watering intervals (e.g., 4 times per day). Alternatively, a movable sprinkler system shall be in place to ensure minimum soil moisture of 12% is maintained for actively graded areas. Soil moisture content can be verified with use of a moisture probe by the grading contractor.

Noise/Vibration BMP-1: A 50-foot-wide buffer zone is established and shall be staked along the Project site easterly boundary. Within this buffer zone, use of loaded trucks and large bulldozers (80,000 lbs. and above) is prohibited.

To ensure their monitored implementation, Air Quality BMP-1 and Noise/Vibration BMP-1 are incorporated respectively as Mitigation Measure AQ-1 and Mitigation Measure NOI-1 within the IS/MND Mitigation Monitoring Program (MMP), IS/MND Section 5.0.

2.4.11 Project Opening Year

Under Opening Year Conditions, all Project facilities are assumed to be occupied and fully operational. For analytic purposes, a Project Opening Year of 2020 is assumed.

2.5 PROJECT OBJECTIVES

The primary goal of the Project is the redevelopment of the subject site with a Residential Care Facility for the Elderly (RCFE) use that responds to local and regional demands. Supporting objectives of the Project include the following:

- Transition and repurpose the subject site to a productive RCFE use that is responsive to community needs, is compatible with proximate land uses, and takes advantage of available infrastructure.
- Enhance visual attributes of the Project site through the implementation of contemporary site design and architectural concepts conforming to City of Laguna Hills requirements.
- Establish a community care facility for the elderly and persons with disabilities in support of the City of Laguna Hills General Plan Housing Element.
- Implement land uses that are consistent with and support goals and objectives of the City of Laguna Hills General Plan.
- Allow for RCFE's of 7 + occupants within the Neighborhood Mixed Use Zone District.
- Implement employment-generating land uses that would create new jobs available to City residents.

2.6 DISCRETIONARY APPROVALS AND PERMITS

Discretionary actions, permits and related consultation(s) necessary to approve and implement the Project include, but are not limited to, the following.

- **CEQA Compliance.** The City must comply with CEQA prior to, or concurrent with, any approval of the Project.
- **Zoning Text Amendment (ZTA).** The Applicant has requested a Zoning Text Amendment that would conditionally permit implementation of the Project within the NMU Zone District. Affected zoning ordinance text is excerpted below and indicated by **bold underlined** text.

[Zoning Ordinance] Table 9-64.040
Required Permit for Community Care Facilities – 7 + Occupants

Land Use	Zone(s)	Permitted	Conditionally Permitted	Permits Required
...	...	...	...	...
Residential care facility for the elderly	• Village commercial • Mixed use • <u>Neighborhood Mixed Use</u>		X	Conditional use permit
...	...	...	...	...

Source: City of Laguna Hills Municipal Code, Chapter 9-64 *Community Care Facilities*.

Correlating Municipal Code Section 9-64.040.B(2) would be amended as follows:

Community care facilities for seven or more individuals are permitted in the village commercial and mixed use zones subject to a conditional use permit and are subject to the development standards of the zone in which the facility is located. **Residential care facilities for the elderly are also permitted in the neighborhood mixed use zone subject to a conditional use permit and are subject to the development standards of that zone.**

- **Conditional Use Permit (CUP) Approval.** The proposed RCFE would be subject to City CUP requirements.
- **Site Development Permit (SDP) Approval.** The proposed RCFE would be subject to City SDP requirements.
- **Parcel Map Approval.** To create the 2.5-acre Project site, the Applicant would process a Parcel Map to divide the approximately 5.15-acre auto dealership site into two parcels.
- **Master Sign Program Approval.** All Project signs would be implemented in accordance with a City-approved Master Sign Program.
- Permitting by the City pursuant to requirements of the *City of Laguna Hills Local Implementation Plan (Jurisdictional Runoff Management Plan)* April 1, 2017 (LIP).
- **Other City Permits.** Various other City of Laguna Hills construction, grading, and encroachment permits are required to allow implementation of the Project facilities.

2.6.2 Other Agency Consultation and Permits

Anticipated consultation(s) and permits from agencies (other than the City) necessary to realize the Project would likely include, but are not limited to, the following:

- Permitting required by serving utilities purveyors.

3.0 ENVIRONMENTAL EVALUATION

3.0 ENVIRONMENTAL EVALUATION

3.1 PROJECT TITLE

ActivCare Laguna Hills Residential Care Facility for the Elderly Project

3.2 LEAD AGENCY NAME AND ADDRESS

City of Laguna Hills

24035 El Toro Road

Laguna Hills, CA 92653

3.3 PROJECT APPLICANT

ActivCare Living, Inc.

9619 Chesapeake Drive, Suite 103

San Diego, CA 92123

3.4 PROJECT LOCATION

The ActivCare Laguna Hills Residential Care Facility for the Elderly (RCFE) Project (Project) is located in the City of Laguna Hills in Orange County. More specifically, the Project is located at 24888 Alicia Parkway, Laguna Hills, CA – generally, the southeasterly corner of Alicia Parkway at Paseo De Alicia. The approximately 2.5-acre Project site comprises the easterly portion of the former Phillips Mazda auto dealership. Please refer also to IS/MND Section 2.0, *Project Description*; Figure 2.2-1, *Project Location*.

The former Phillips Mazda auto dealership site totals approximately 5.15 acres. To create the 2.5-acre Project site, the Applicant would process a Parcel Map to divide the current parcel into two parcels. The Project would be developed on the 2.5-acre parcel.

3.5 EXPLANATION OF CHECKLIST CATEGORIES

CEQA suggests format and content for environmental analyses, including topical checklists to assist in evaluation of a project's potential environmental effects. The Checklist presented in this Section follows the Checklist format and presentation of information identified in the *CEQA Guidelines*, Appendix G.

3.5.1 EXPLANATION OF CHECKLIST CATEGORIES

Potential environmental effects of the Project are classified and described within the Checklist under the following general headings:

- “No Impact” applies where the impact does not apply. For example, if the project site does not evidence mineral resources; and the project would not otherwise affect mineral resources, then the item asking whether the project would result in the loss of availability of a known mineral resource would be marked “no impact.”
- “Less-Than-Significant Impact” applies where the impact would occur, but the magnitude of the impact is considered insignificant or negligible. For example, project impacts that are addressed by existing law, regulations, policies, programs, etc.; or that would not exceed applicable thresholds would be “less-than-significant.”
- “Less-Than-Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less-Than-Significant Impact.” Under these topical issues, mitigation measures addressing potentially significant impacts are proposed, and the mitigated impact significance is identified.
- “Potentially Significant Impact” applies where the project has the potential to cause a significant and unmitigable environmental impact. If there are one or more items marked as “Potentially Significant Impact,” an EIR is required.

3.6 INITIAL STUDY CHECKLIST AND SUBSTANTIATION

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

Substantiation:

a) Would the Project have a substantial adverse effect on a scenic vista?

b) Would the Project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

Less-Than-Significant Impact. The Project site was previously developed with auto dealership uses (Phillips Mazda), but has been cleared of all structures. The existing Project site comprises vacant disturbed property covered with surface asphalt and concrete paved areas.

Northerly/northeasterly of the Project site, across Paseo De Alicia, properties are developed with office, medical, and pre-school uses (AAA Auto of Southern California offices, Alicia Surgery Center, Guidepost Montessori School). Abutting the Project site to the east/southeast, properties are developed with single-family residences. Southerly of the Project site, across Bentley Lane is a commercial self-storage facility (Public Storage). Westerly of the Project site, across Alicia Parkway is the Laguna Hills Plaza commercial/retail center. Please refer also to IS/MND Section 2.0, *Project Description*; Figure 2.3-2, *Existing Land Uses*.

The Project site is not designated as a “scenic vista.” No designated scenic vistas exist in the Project area (City of Laguna Hills General Plan Final Program EIR, Figure 5.1-1 *Scenic Resources*). Nor would development of the Project interrupt or impede views of any designated scenic vista.

The Project site is disturbed vacant property located in an urban context and does not propose elements that would affect scenic vistas or scenic resources within a designated scenic highway. Alicia Avenue, at a point approximately 0.8 miles southwesterly of the Project site is designated as a City “Landscape Corridor” (General Plan Update EIR, Figure 5.1-1 *Scenic Resources*). The Project does not propose development or actions that would affect the Alicia Parkway Landscape Corridor. The Project site is devoid of distinctive natural features. No historic buildings exist within the Project site, and the Project does not propose or require actions or activities that would affect any off-site historic buildings.

Based on the preceding, the potential for the Project to have a substantial adverse effect on a scenic vista; or substantially damage scenic resources, including, but not limited to trees, rocks, outcroppings, and historic buildings within a state scenic highway is considered less-than-significant. Please refer also to related discussions presented at following Checklist Item I. c.

c) Would the Project substantially degrade the existing visual character or quality of the site and its surroundings?

Less-Than-Significant Impact. The Project site is not located near, nor would the Project otherwise affect designated scenic vistas, or other scenic resources.

During Project construction, the site would be screened from public view consistent with City requirements, thereby minimizing potential temporary/transient intrusive visual impacts.

The Project RCFE building would be located at the rear portion of the currently vacant site and would not be visually prominent. Because the Project designs promote compatibility with adjacent land uses. More specifically, the Project entry would be oriented toward Paseo De Alicia, with access to the Project facilities provided by a private STOP-controlled driveway connecting northerly to Paseo De Alicia. Any required roadway frontage improvements along Paseo De Alicia would be implemented consistent with standard City Conditions. The Project does not propose or require off-site circulation system improvements.

The predominance of the Project parking spaces would be provided at the southeasterly portion of the Project site, screened from public view by the proposed building, masonry screen walls, and perimeter landscaping. Designated loading/service areas would be provided at the rear of the proposed building, and would be thereby screened from public views. An existing six-foot high block wall, as well as existing and proposed landscaping along the Project site southwesterly boundaries promote visual compatibility between the Project and southwesterly adjacent residential uses. The Project site's current grade differential (10 – 15 feet) relative to, and the proposed +/- 50-foot setback from, adjacent residential properties would act to further promote compatibility with surrounding uses.

Project landscaping would, at a minimum, comply with City requirements identified at Municipal Code Chapter 9-46, *Landscaping Standards and Guidelines*. The anticipated plant

palette would incorporate native and drought-tolerant species. The Site Plan Concept amenities include enclosed, secured courtyards for use by residents, visitors, and staff.

Illustrative Project architectural elevations are presented at IS/MND Section 2.0, *Project Description*; Figure 2.4-4, *Architectural Elevations*. The Project building height would range from 21 – 25 feet. The Project architectural concept embodies a Santa Barbara Spanish style, drawing upon elements evident in surrounding Laguna Hills neighborhoods and Southern California in general. The building design would incorporate soft pitch terracotta tile hip roofs, with varying planes, forms, and articulation; exposed rafter tails and outlooker beams; stone veneers; tan vinyl clad windows with full surrounds, sill and lintel details; decorative tile accents, black wrought iron balcony railings; gate and trim details; decorative chimney shrouds; and sand-finished, cream-colored stucco wall surfaces. All Project designs would be subject to City review and approval. More specifically, final design concepts for the Project would be required to conform to regulations, guidelines, and standards established through required Conditional Use Permit (CUP), and Site Design Permit (SDP) review and approval processes. City oversight through established design review and approval processes would ensure that the Project would not substantially degrade the existing visual character or quality of the site and its surroundings. Moreover, the Project proposes a productive reuse of the vacant Phillips Mazda auto dealership and would improve the visual perception of the subject site.

Based on the preceding, the potential for the Project to substantially degrade the existing visual character and quality of the site and its surroundings is considered less-than-significant.

d) Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less-Than-Significant Impact. Lighting would be required to conform with lighting regulations and guidelines set forth by the City Municipal Code. More specifically, Municipal Code Section 9.40.170 requires that all lighting be shielded or recessed so that

direct glare and reflections are contained within the boundaries of the Project site, and also requires lighting to be directed downward and away from adjoining properties and public rights-of-way. Compliance with the City Municipal Code would ensure that any potential Project light and glare would not adversely affect daytime or nighttime views. The Project does not propose or require use of expansive glass surfaces or other reflective materials that would generate substantial glare (please refer to architectural concepts presented at IS/MND Section 2.0, *Project Description*; Figure 2.4-4, *Architectural Elevations*). Based on the preceding, the potential for the Project to create a new source of substantial light or glare, which would adversely affect the day or nighttime views in the area is considered less-than-significant.

Sources: Laguna Hills General Plan, July 2009; Laguna Hills General Plan Final Program EIR, June 2009; Laguna Hills Municipal Code, February 2018; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Less-Than- Significant		
Potentially Significant Impact	With Mitigation Incorporated	Less-Than- Significant Impact	No Impact

- II. AGRICULTURE AND FOREST RESOURCES** - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy

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

Substantiation:

a) Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

No Impact. There are no California Department of Conservation (DOC) - designated Farmlands within the City of Laguna Hills (General Plan Final Program EIR, p. 5.2-2, et al.). The Project does not propose or require facilities or uses that would otherwise potentially result in conversion of Farmland to non-agricultural uses. Based on the preceding, the Project would have no potential to convert Farmland to non-agricultural uses.

b) Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. There are no areas zoned for agricultural uses, or properties subject to Williamson Act contract(s) within the City of Laguna Hills (General Plan Final Program EIR, p. 5.2-2, et al.). The Project does not propose or require facilities or uses that would otherwise potentially conflict with existing zoning for agricultural uses, or conflict with Williamson Act contracts. Based on the preceding, the Project would have no potential to conflict with existing zoning for agricultural uses, or conflict with Williamson Act contracts.

c) Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code [PRC] Section 12220(g)), timberland (as defined by PRC Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

d) Would the Project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact. The Project site exists within an urban context, and evidences vacant auto dealership facilities, perimeter ornamental landscaping and various surface improvements. The Project site and surrounding properties are designated by the City for development of commercial/retail/service uses. No timberland or forest land uses, or properties zoned for timberland or forest land use are located on the Project site or in the vicinity. The Project does not propose or require facilities or uses that would otherwise potentially affect timberland or forest lands.

Based on the preceding, the Project would have no potential to conflict with existing zoning for, or cause rezoning of, forest land; or result in the loss of forest land or conversion of forest land to non-forest use.

e) Would the Project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use?

No Impact. Please refer to discussions at Items II. a – c.

Sources: Laguna Hills General Plan, July 2009; Laguna Hills General Plan Final Program EIR, June 2009; City of Laguna Hills Zoning Map, October 2009; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Less-Than- Significant		
Potentially Significant Impact	With Mitigation Incorporated	Less-Than- Significant Impact	No Impact

III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.
Would the project:

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

Substantiation:

The following discussions are based in part on information and analysis presented in *ActivoCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Project AQ/GHG Memo, Urban Crossroads, Inc.) January 4, 2019, presented at IS/MND Appendix A.

a) Would the Project conflict with or obstruct implementation of the applicable air quality plan?

Less-Than-Significant Impact. The Project site is located within the South Coast Air Quality Basin (SoCAB), which is characterized by relatively poor air quality. The South Coast Air Quality Management District (SCAQMD) has jurisdiction over an approximately 10,743-square-mile area comprising all of Orange County and portions of Los Angeles, Riverside, and San Bernardino Counties. In these areas, the SCAQMD is principally responsible for air pollution control, and works directly with the Southern California Association of Governments (SCAG), county transportation commissions, local governments, as well as state and federal agencies to reduce emissions from stationary, mobile, and indirect sources to meet state and federal ambient air quality standards.

The Basin is in nonattainment for the federal and State standards for ozone (O₃), and particulate matter less than 2.5 microns in diameter (PM_{2.5}). In addition, the Basin is in nonattainment for the State particulate matter less than 10 microns in diameter (PM₁₀) standard, and in attainment/maintenance for the federal PM₁₀, carbon monoxide (CO), and nitrogen dioxide (NO₂) standards. In response, the SCAQMD has adopted a series of Air Quality Management Plans (AQMPs) to meet the state and federal ambient air quality standards (CAAQS and NAAQS). AQMPs are updated regularly in order to more effectively reduce emissions, accommodate growth, and to minimize any negative fiscal impacts of air pollution control on the economy.

In March 2017, the AQMD released the Final 2016 AQMP. The 2016 AQMP evaluates current integrated strategies and control measures to meet the NAAQS, as well as explore new and innovative methods to reach its goals. Some of these approaches include utilizing incentive programs, recognizing existing co-benefit programs from other sectors, and developing a strategy with fair-share reductions at the federal, state, and local levels. The 2016 AQMP incorporates scientific and technological information and planning assumptions, including the 2016 Regional Transportation Plan/Sustainable Communities Strategy and updated emission inventory methodologies for various source categories.

Criteria for determining consistency with the AQMP are identified at Chapter 12, Section 12.2 and Section 12.3 of the SCAQMD's *CEQA Air Quality Handbook* (1993), as listed below.

Criterion No. 1: *The project under consideration would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.*

Criterion No. 2: *The project under consideration would not exceed the assumptions in the AQMP based on the years of Project build-out phase.*

Criterion No. 1 Analysis: The violations that Criterion No. 1 refers to are the California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). As discussed in Responses (b) through (e), emissions generated by the proposed project would be below emissions thresholds established in SCAQMD's *Air Quality Significance Thresholds* and would result in less than significant air quality impacts. Specifically, emissions generated by the construction and operation of the Project would not violate the CAAQS or the NAAQS. Further, Best Available Control Measures (BACMs) would be implemented, as well as applicable SCAQMD Rules, acting to ensure that the Project's air pollutant emissions impacts would be less-than-significant. Additionally, Project incorporation of contemporary energy-efficient technologies and operational programs; and compliance with SCAQMD emissions reductions and control requirements act to reduce stationary-source air emissions. These Project attributes and features are consistent with and support AQMP air pollution reduction strategies and promote timely attainment of AQMP air quality standards.

In conclusion, the Project would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations. The Project would conform to air quality performance standards and strategies reflected in the AQMP. The Project does not otherwise propose uses or activities that would delay timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

On the basis of the preceding discussions, the Project is determined to be consistent with the first AQMP consistency criterion.

Criterion No. 2 Analysis: The 2016 AQMP demonstrates that the applicable ambient air quality standards can be achieved within the timeframes required under federal law. Growth projections from local general plans adopted by cities in the district are provided to the Southern California Association of Governments (SCAG), which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP. Development consistent with the growth projections in the City of Laguna Hills Plan is considered to be consistent with the AQMP. The City General Plan (Land Use Element) currently designates the Project site as “Neighborhood Mixed Use.” The Project does not propose or require amendment of the City General Plan Land Use Element, and development proposed by the Project is no more intense than development of the subject site anticipated and allowed under the City General Plan¹ and reflected in the AQMP. More specifically, development of the site at a maximum of 0.38 Floor to Area Ratio [FAR] is reflected in the City General Plan EIR (General Plan EIR, p. 3-8).² The Project proposes development of the site with currently allowed uses at 0.28 FAR, less than that assumed in the General Plan EIR and reflected in the AQMP.

Peak day emissions generated by construction activities are a function of development scope and maximum area of disturbance. Development of the site at a maximum of 0.38 Floor to Area Ratio [FAR] is reflected in the City General Plan EIR as noted above. The Project proposes building development at 0.28 FAR, less than that assumed in the General Plan EIR and reflected in the AQMP. As discussed herein, Project construction-source emissions resulting from building construction activities would be less-than-significant.

Area-wide construction disturbance is assumed for the General Plan area (General Plan EIR, p. 5.3-17). Site-wide disturbance is assumed for Project site, consistent with that assumed in the General Plan EIR and reflected in the AQMP. As discussed herein, Project

¹ Allowed uses include commercial, retail, office, and residential . . . (General Plan, pp. LU 20 – 21).

² Maximum 0.38 FAR comprising 0.30 nonresidential FAR and 0.08 residential FAR.

construction-source emissions resulting from site disturbance activities would be less-than-significant.

Moreover, mitigated construction-source emissions would not exceed applicable SCAQMD regional thresholds or LSTs. This further supports the conclusion that Project construction-source emissions would not affect assumptions of the AQMP.

On the basis of the preceding discussions, the Project is determined to be consistent with the second AQMP consistency criterion.

AQMP Consistency Conclusion

As substantiated above, the Project would conform to Consistency Criteria No. 1 and No. 2. On this basis, the Project would not conflict with or obstruct implementation of the AQMP. The potential for the Project to conflict with or obstruct implementation of the applicable air quality plan is therefore considered less-than-significant.

b) Would the Project conflict with or obstruct implementation of the applicable air quality plan?

Less-Than-Significant Impact. The latest SCAQMD/California Air Pollution Control Officers Association (CAPCOA)-approved version of the California Emissions Estimator Model (CalEEMod, v2016.3.2) was utilized to estimate Project-related air pollutant emissions levels. Project emissions levels were then compared to applicable SCAQMD thresholds to determine if air quality standards would be exceeded; or if Project emissions would contribute substantially to existing or projected air quality violations.

Regional Impacts

Construction-Source Emissions

The analysis of construction-source emissions presented below reflects incorporation of the following Project Best Management Practice. To ensure its monitored implementation, Air Quality BMP-1 is restated as Mitigation Measure (MM) AQ-1 within

the Project Mitigation Monitoring Program (MMP), IS/MND Section 5.0. Please refer also to IS/MND Section 2.0, *Project Description*; 2.4.10, *Project Implementation-Air Quality/Noise Best Management Practices (BMPs)*.

Air Quality BMP-1 (MM AQ-1): *During site preparation and grading activity, all actively graded areas within the Project site shall be watered at 2.1-hour watering intervals (e.g., 4 times per day). Alternatively, a movable sprinkler system shall be in place to ensure minimum soil moisture of 12% is maintained for actively graded areas. Soil moisture content can be verified with use of a moisture probe by the grading contractor.*

Construction activities associated with the Project would result in emissions of CO, VOCs, NO_x, SO_x, PM₁₀, and PM_{2.5}. Construction-source emissions would result from the following construction activities:

- Demolition of asphaltic/concrete surface improvements, and site substructures (building foundations, below grade auto service facilities associated with the site's previous auto dealership uses, etc.);³
- Site Preparation;
- Grading;
- Building Construction;
- Paving;
- Architectural Coating;
- Construction Workers Commuting;
- Delivery and Haul Truck Trips.

³ The *ActivoCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum (AQ/GHG Memo)* evaluation and modeling of construction-source air quality impacts reflects demolition of buildings that were present within the Project site at the time the AQ/GHG Memo was prepared. Under separate permit (City of Laguna Hills Demolition Permit No. DE-8-18-17191), buildings within the Project site were demolished subsequent to preparation of the AQ/GHG Memo. Demolition of remaining improvements would not result in impacts greater than the maximum daily impact considered and addressed in the AQ/GHG Memo.

Table III-1 summarizes and compares maximum daily Project construction-source air pollutant emissions with the applicable SCAQMD regional thresholds.

**Table III-1
Maximum Daily
Construction-Source Emissions (lbs./day)**

Activity	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Construction - All Sources	26.57	68.20	23.17	0.06	8.22	5.38
SCAQMD Regional Threshold	75	100	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No

Source: *ActivCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads, Inc.) January 4, 2019.

Notes: Reflects implementation of Air Quality BMP-1.

As indicated at Table III-1, with implementation of Air Quality BMP-1, Project construction-source emissions would not exceed applicable SCAQMD regional significance thresholds and would therefore be less-than-significant.

Operational-Source Emissions

Operational activities associated with the proposed Project would result in emissions of VOC, NO_x, CO, SO_x, PM₁₀, and PM_{2.5}. Operational emissions would be expected from the following primary sources:

- Area Source Emissions (emissions resulting from Project architectural coatings, use of consumer products, combustion emissions generated landscape equipment); Energy Source Emissions (resulting from Project natural gas and electricity consumption); and
- Mobile Source Emissions (emissions generated by vehicles accessing the Project).

Table III-2 summarizes and compares maximum daily Project operational-source air pollutant emissions with applicable SCAQMD regional thresholds.

As shown at Table III-2, Project operational-source air pollutant emissions would not exceed applicable SCAQMD regional significance thresholds, and would therefore be less-than-significant.

**Table III-2
Maximum Daily
Operational-Source Emissions (lbs./day)**

Summer Scenario	Emissions (pounds per day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Operations – All Sources	21.12	4.09	48.85	0.12	7.22	6.01
SCAQMD Regional Threshold	55	55	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No
Winter Scenario	Emissions (pounds per day)					
	VOC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Operations – All Sources	21.09	4.15	48.46	0.12	7.22	6.01
SCAQMD Regional Threshold	55	55	550	150	150	55
Threshold Exceeded?	No	No	No	No	No	No

Source: *ActivCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads, Inc.) January 4, 2019.

Localized Air Quality Impacts

The analysis of localized air quality impacts employs the SCAQMD Final Localized Significance Threshold Methodology (Methodology). The SCAQMD has established that localized impacts to air quality are potentially significant if there is a potential to contribute or cause localized exceedances of the federal and/or state ambient air quality standards (NAAQS/CAAQS). Collectively, these are referred to as Localized Significance Thresholds (LSTs). For this Project, the appropriate Source Receptor Area (SRA) for the LST analysis is the Central Orange County Coastal monitoring station (SRA 20). LSTs apply to carbon monoxide (CO), nitrogen dioxide (NO₂), particulate matter ≤ 10 microns (PM₁₀), and particulate matter ≤ 2.5 microns (PM_{2.5}).

The SCAQMD recommends that the nearest sensitive receptor be considered when determining the Project's potential to result in potentially significant localized air quality impacts. A sensitive receptor is defined as a location where individuals most susceptible to poor air quality (i.e., children, the elderly, and those with pre-existing serious health

problems affected by air quality) can remain for 24 hours, such as residences, schools, day care centers, playgrounds, and medical facilities.

Receptors

Proximate sensitive receptors that could be affected by localized Project-source air pollutant emissions, and distance from the Project site are summarized at Table III-3. Receptor locations are presented at Figure III-1.

Table III-3
Proximate Sensitive Receptors

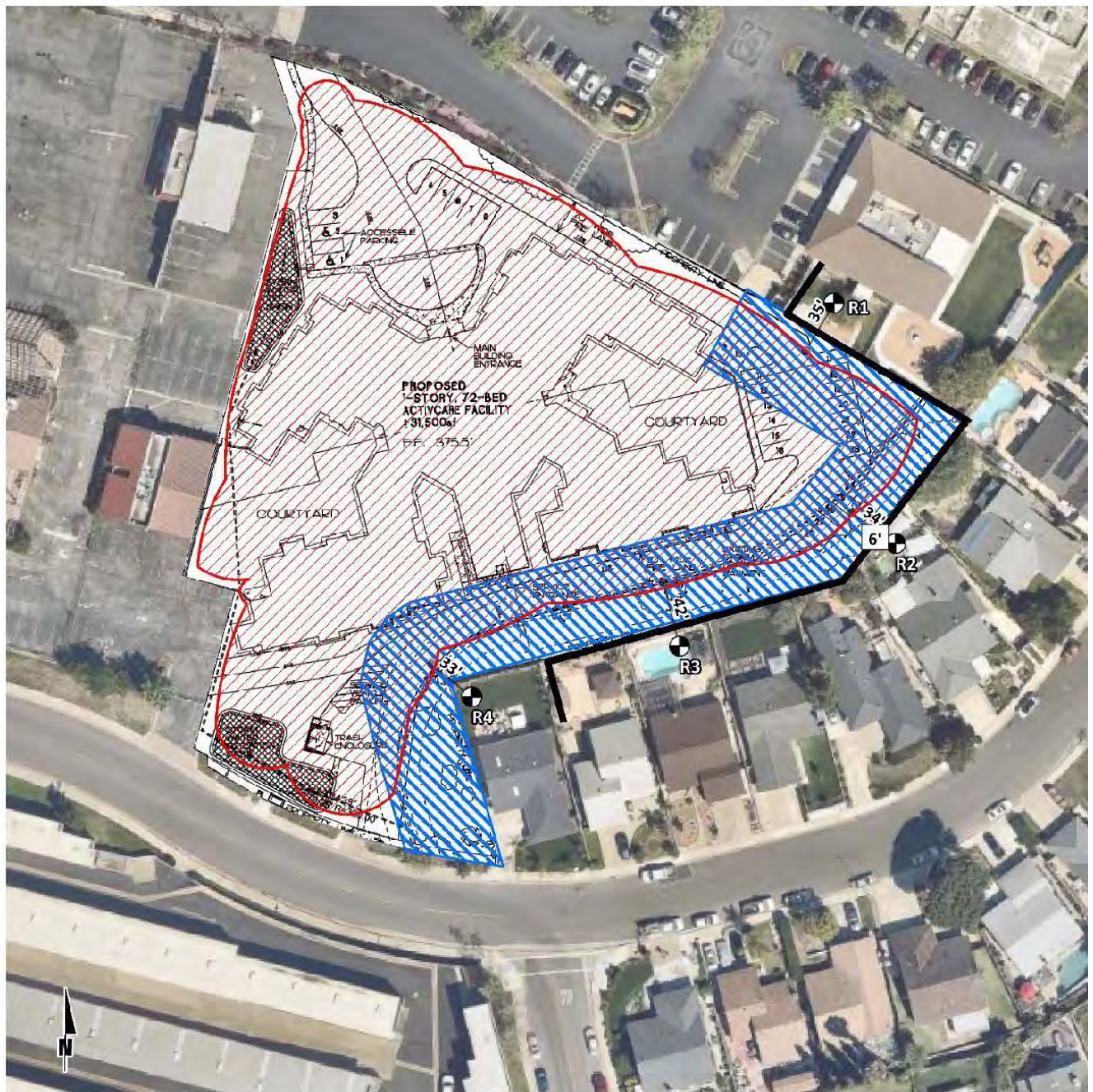
Receiver/Description	Distance to Project Site
R1/Guidepost Montessori School	35'
R2/Residential	34'
R3/Residential	42'
R4/Residential	33'

Source: *ActivoCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads, Inc.) January 4, 2019.

The nearest sensitive receptor land use is the easterly adjacent residential property located approximately 33 feet (9.14 meters) from the Project site. The SCAQMD Methodology explicitly states that “[i]t is possible that a project may have receptors closer than 25 meters. Projects with boundaries located closer than 25 meters to the nearest receptor should use the LSTs for receptors located at 25 meters.” Accordingly, LSTs for receptors at 25 meters are utilized in this analysis.

Emissions Considered

SCAQMD’s Methodology clearly states that “off-site mobile emissions from the Project should NOT be included in the emissions compared to LSTs.” Therefore, for purposes of the construction LST analysis, only emissions included in the CalEEMod “on-site” emissions outputs were considered.

**LEGEND:**

- Receiver Locations
- Distance from receiver to construction activity (in feet)
- 6' Existing Barrier Height (in feet)
- Existing Barrier
- Construction Activity
- 50-foot buffer for large bulldozers (> 80,000 lbs) and loaded trucks.



NOT TO SCALE
Source: Urban Crossroads; Applied Planning, Inc.

Construction-Source Emissions

The analysis of construction-source emissions presented below reflects incorporation of the following Project Best Management Practice:

Air Quality BMP-1: *During site preparation and grading activity, all actively graded areas within the Project site shall be watered at 2.1-hour watering intervals (e.g., 4 times per day). Alternatively, a movable sprinkler system shall be in place to ensure minimum soil moisture of 12% is maintained for actively graded areas. Soil moisture content can be verified with use of a moisture probe by the grading contractor.*

To ensure its monitored implementation, Air Quality BMP-1 is restated as Mitigation Measure AQ-1 within the Project Mitigation Monitoring Program (MMP), IS/MND Section 5.0. Please refer also to IS/MND Section 2.0, *Project Description*; 2.4.10, *Project Implementation-Air Quality/Noise-Vibration Best Management Practices (BMPs)*.

Table III-4 summarizes maximum localized construction-source emissions that would be received at the nearest residential properties. As shown, with implementation of Air Quality BMP-1, localized construction-source emissions would not exceed applicable SCAQMD LSTs. Localized construction-source emissions impacts would therefore be less-than-significant.

Table III-4
Maximum Localized Construction-Source Emissions (lbs./day)

	NO _x	CO	PM ₁₀	PM _{2.5}
Demolition				
Maximum Daily Emissions	22.68	14.89	2.07	1.23
SCAQMD Localized Threshold	92	647	4	3
Threshold Exceeded?	No	No	No	No
Site Preparation				
Maximum Daily Emissions	68.20	23.17	8.22	5.38
SCAQMD Localized Threshold	164	1,337	11	7
Threshold Exceeded?	No	No	No	No
Grading				

Table III-4
Maximum Localized Construction-Source Emissions (lbs./day)

	NO _x	CO	PM ₁₀	PM _{2.5}
Maximum Daily Emissions	45.32	17.12	3.97	2.61
SCAQMD Localized Threshold	142	1,087	8	6
Threshold Exceeded?	No	No	No	No
Building Construction				
Maximum Daily Emissions	22.71	18.31	1.38	1.30
SCAQMD Localized Threshold	92	647	4	3
Threshold Exceeded?	No	No	No	No
Paving				
Maximum Daily Emissions	19.44	14.87	0.93	0.85
SCAQMD Localized Threshold	92	647	4	3
Threshold Exceeded?	No	No	No	No
Architectural Coating				
Maximum Daily Emissions	2.25	2.44	0.15	0.15
SCAQMD Localized Threshold	92	647	4	3
Threshold Exceeded?	No	No	No	No

Source: *ActivoCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads, Inc.) January 4, 2019.

Notes: Emissions estimates reflect implementation of Air Quality BMP-1. Maximum LST impacts are indicated by ***bold italicized*** text. For all evaluated pollutants, maximum LST impacts would occur under the Site Preparation phase. With the exception of "Paving and Architectural Coating" no overlap of construction activities would occur.

Operational-Source Emissions

According to SCAQMD LST methodology, LSTs would apply to the operational phase of a project, if the project under consideration includes large stationary emissions sources (e.g., power generation stations, cement plants, industrial facilities), or attracts mobile sources that may spend long periods queuing and idling at the site (e.g., warehouse or transfer facilities). The Project evaluated here does not propose or require such uses. Accordingly, due to the lack of large sources of on-site operational emissions, potential operational-source LST impacts would be less-than-significant.

CO Hot Spots

It has long been recognized that adverse CO concentrations (CO hot spots) may result from vehicular emissions, primarily when vehicles are idling at congested intersections. As substantiated in detail in the Project AQ/GHG Memo, Project-related traffic would not approach volumes or otherwise contribute to vehicle congestion required to generate a CO hot spot. Accordingly, CO hot spots are not an environmental concern for the Project (Project AQ/GHG Memo, pp. 13 – 15). Potential CO hot spot impacts would be less-than-significant.

Summary

Based on the preceding discussions, Project-source emissions would not exceed any applicable SCAQMD regional or localized thresholds. On this basis, the potential for the Project to violate any air quality standard or contribute substantially to an existing or projected air quality violation is considered less-than-significant.

c) Would the Project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Less-Than-Significant Impact. The Project area is designated as an extreme non-attainment area for ozone and a non-attainment area for PM_{2.5}, and PM₁₀. Germane to these federal non-attainment conditions, the Project-specific evaluation of emissions presented herein substantiates that Project construction-source air pollutant emissions would not exceed SCAQMD regional significance thresholds. Neither would Project construction-source emissions exceed applicable SCAQMD LSTs.

The Project-specific evaluation of emissions presented in the preceding analysis demonstrates that Project operational-source air pollutant emissions would not exceed SCAQMD regional thresholds; nor would Project operational-source air pollutant emissions exceed SCAQMD LSTs.

The fact that the Project emissions would not exceed applicable SCAQMD thresholds indicates that the Project impacts in these regards would be less-than-significant on an individual basis, and under SCAQMD significance criteria, would not be cumulatively considerable. Further, *CEQA Guidelines* Section 15064 (h)(3) provides that for an impact involving a resource that is addressed by an approved plan or mitigation program, the lead agency may determine that a project's incremental contribution is not cumulatively considerable if the project complies with the adopted plan or program.

In addressing cumulative effects for air quality, the AQMP is the appropriate document to use because it sets forth a comprehensive program that will lead the SoCAB, including the Project area, into compliance with all federal and State air quality standards. The AQMP utilizes control measures and related emission reduction estimates based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. As discussed at preceding Checklist Item III.a, the Project is consistent with the AQMP – further supporting the conclusion that Project air quality impacts would not be cumulatively significant.

Based on the preceding discussion, the potential for the Project to result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard is considered less-than-significant.

d) Would the Project expose sensitive receptors to substantial pollutant concentrations?

Less-Than-Significant Impact. As substantiated at Checklist Item III. b, with implementation of Air Quality BMP-1, Project localized construction-source emissions would not exceed applicable SCAQMD LSTs. Additionally, localized operational-source emissions and CO hotspots are not issues for the Project and would not be potentially significant environmental considerations (AQ/GHG Memo, pp. 13 – 15). The Project does not otherwise propose uses or facilities that would generate substantial pollutant

concentrations. Based on the preceding, the potential for the Project to expose sensitive receptors to substantial pollutant concentrations is considered less-than-significant. Please refer also to related discussions presented at Checklist Item VIII. *Hazards and Hazardous Materials*.

e) Would the Project create objectionable odors affecting a substantial number of people?

Less-Than-Significant Impact. Temporary, short-term odor releases would potentially result from Project construction activities. Potential odor sources would include, but would not be limited to: asphalt/paving materials, glues, paint, and other architectural coatings. Any associated odors would quickly dissipate and would not adversely affect vicinity properties.

Potential sources of operational odors generated by the Project would include disposal of typical municipal waste. In comparison, substantial odor-generating land uses include agricultural activities, feedlots, wastewater treatment facilities, landfills, or various heavy industrial uses. The Project does not propose or require any such uses or activities and would not be a potential source of objectionable odors. Consistent with City requirements, all Project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with solid waste regulations, thereby precluding substantial generation of odors due to temporary holding of refuse on-site.

Further, any Project construction-source or operational-source odor impacts would be controlled as a byproduct of hazardous/potentially hazardous materials handling plans as well as Best Management Practices implemented under SCAQMD Rule 402 et al. Compliance with all SCAQMD Rules regulating and controlling odors and odor sources would be required of the Project.

Based on the preceding, the potential for the Project to create objectionable odors affecting a substantial number of people is considered less-than-significant.

Sources: Laguna Hills General Plan Final Program EIR, June 2009; Laguna Hills General Plan, July 2009; SCAQMD Rules; *ActivCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads, Inc.) January 4, 2019; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
IV. BIOLOGICAL RESOURCES. Would the Project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	☐	☒	☐	☐

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

Substantiation:

a) Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or United States Fish and Wildlife Service (USFWS)?

Less-Than-Significant Impact. Previous auto dealership buildings within the Project site have been demolished. Asphaltic and concrete surface improvements associated with the previous auto dealership uses remain, but would be demolished as part of the Project. Any remaining subsurface improvements associated with previous auto dealership uses including, but not limited to, building foundations, auto maintenance/service pits, and underground storage tanks would also be removed/demolished as part of the Project. Ornamental landscaping exists along the Project perimeter. The site is devoid of any natural habitat and has no significant biological resource value. The Project does not otherwise propose or require uses or facilities that would affect off-site natural habitat, areas of biological significance, or species identified as a candidate, sensitive, or special status species.

Based on the preceding, the potential for the Project to have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species is considered less-than-significant.

b) Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS?

No Impact. No riparian habitat, native habitat, or other sensitive natural community exists within the Project site. The Project does not otherwise propose or require uses or facilities that would affect off-site riparian habitat, native habitat, or other sensitive natural communities. The Project would therefore have no impact on any riparian habitat or other sensitive natural community.

c) Would the Project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. No wetlands areas exist within the Project site and therefore impacts to wetlands are not an environmental concern. The Project does not otherwise propose or require uses or facilities that would affect off-site wetlands. The Project would therefore have no impact on wetlands habitat.

d) Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less-Than-Significant Impact With Mitigation Incorporated. Existing landscaping along the Project site boundaries may provide suitable nesting areas for birds. Project development could disturb or displace nesting birds, or destroy nests and eggs. This is a potentially significant impact.

Nesting birds would be protected through mandated compliance with requirements of the Migratory Bird Treaty Act (MBTA). The MBTA is an international treaty that makes it unlawful to take, possess, buy, sell, purchase, or barter, any migratory bird listed at Title 50, Code of Federal Regulations (CFR) Part 10, including feathers or other parts, nests, eggs or products, except as allowed by implementing regulations (50 CFR 21). The MBTA requires that project-related disturbance at active nesting territories be reduced or eliminated during critical phases of the nesting cycle (February 1 to August 31, annually). Correlating requirements are identified in the California Fish and Game Code (Fish and Game Code at Sections 3503, 3503.5, and 3513).

To facilitate monitored compliance with the MBTA, the following Mitigation Measures are incorporated:

BIO-1 Biological Resources Monitor/Consultant Required. *At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a qualified biologist, selected in consultation with the City (Project Biological Monitor/Consultant).*

BIO-2 Migratory Bird Treaty Act (MBTA) and California Fish and Game Code Compliance. *Pursuant to requirements of the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat; or initiation of activities that could adversely active nests, shall to the extent practical, be conducted outside the avian nesting season. The nesting season generally extends from February 1 through August 31, but can vary slightly from year to year based upon seasonal weather conditions.*

If ground disturbance and vegetation removal cannot occur outside of the nesting season, the Project Biological Monitor/Consultant shall conduct a pre-construction clearance survey for nesting birds within 3 days of the start of any ground-disturbing activities. If results of the survey are negative, the Project Biological Monitor/Consultant shall document the negative survey results in a report to the City.

If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 300-foot buffer around the active nest. For raptors and special-status species, this buffer shall be expanded to 500 feet. If active nests are identified the Project Biological Monitor/Consultant shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once the young have fledged and left the nest, nests have become inactive, buffer areas will no longer be required and construction may proceed as normal.

At the conclusion of monitoring activities, the Project Biological Monitor/Consultant shall document monitoring results together with a description of any measures implemented to protect nesting birds in a report to the City.

With implementation of Mitigation Measures BIO-1 and BIO-2, the potential for the Project to interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites would be less-than-significant.

Due to the disturbed nature of the Project site, absence of habitat, and the site's urban context, the potential for native wildlife species to otherwise use the Project site as a migratory corridor or nursery site is unlikely.

e) Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

f) Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Less-Than-Significant Impact. There are no protected tree species or other biologically significant resources on the Project site. The Project does not otherwise propose or require uses or facilities that would conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. The Project site is

not located within a Habitat Conservation Plan or Natural Community Conservation Plan.

Based on the preceding, the potential for the Project to conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan is considered less-than-significant.

Sources: Laguna Hills General Plan Final Program EIR, June 2009; Laguna Hills General Plan, July 2009; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
V. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?	☐	☒	☐	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

Substantiation:

Discussions presented below regarding cultural resources are summarized from information presented in [Standard Archaeological Records Search and Site Visit for] *ActivCare Laguna Hills* (McKenna et al.) April 23, 2018 (Project Archaeological Records Search, Records Search). The City has determined that the Project Archaeological Records Search does not contain any sensitive information, and the Records Search is provided at IS/MND Appendix G.

Discussions presented below regarding soils and geology are summarized from information presented in *Limited Geotechnical Investigation and Percolation Testing, 24888 Alicia Parkway, Laguna Hills, California, Assessor Parcel Number 620-231-10* (Leighton and Associates, Inc.) February 14, 2014 (Project Geotechnical Investigation), IS/MND Appendix B.

a) Would the Project cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

Less-Than-Significant Impact. As background, California Code of Regulations, Title 14, Chapter 3, 15064.5 defines a historical resource as (1) a resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources; (2) a resource included in a local register of historical resources; or (3) any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically or otherwise significant.

The Project Archaeological Records Search was completed on April 18, 2018. This research involved a review of the various San Juan Capistrano maps and the reported locations of previously recorded cultural resources surveys, records searches, or testing programs. These maps also illustrated the locations of cultural resources (archaeological sites).

The subject property was visited on April 18, 2018, to obtain the photographs provide at Project Archaeological Records Search Attachment B. The Project Archaeological Records Search also included review of historic maps and historic aerial photographs; review of California Office of Historic Preservation (OHP) listings for historically significant resources; and review of local listings for significant resources. Please refer also to Project Archaeological Records Search pp. 1 – 4 for research protocols and methodologies employed.

No unique or historical resources are known to exist on the Project site. Any historical resources that may have been present at one time have likely been disturbed or destroyed by previous construction and other on-site human activities. No on-site buildings or features are listed (or eligible for listing) in the California Register of Historical Resources.

Based on the preceding, the potential for the Project to cause a substantial adverse change in the significance of a historical resource is considered less-than-significant.

b) Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Less-Than-Significant With Mitigation Incorporated. There are no known potentially significant archaeological resources the Project site. Any such resources that may have been present at one time have likely been disturbed or destroyed by previous construction and other site disturbing activities. This is consistent with findings of the City of Laguna Hills General Plan Final Program EIR.⁴ It is nonetheless possible that as yet unknown archaeological resources of potential significance could be encountered during grading and excavation activities. The Project does not propose or require actions or activities that would otherwise affect archaeological resources of potential significance.

⁴ “The majority of new development anticipated under the General Plan will involve infill and redevelopment of existing developed areas. Thus, the likelihood of finding new or undiscovered archaeological resources is limited” (General Plan Final Program EIR, p. 5.5-6).

The following Mitigation Measure is included that would reduce potential Project impacts to archaeological resources to levels that would be less-than-significant.

CR-1 Archaeological Resources Monitor/Consultant Required. *At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain an archaeological monitor/consultant meeting Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation [Code of Federal Regulations, 36 CFR Part 61] (Project Archaeological Monitor/Consultant). If qualified, Project Archaeological Monitor/Consultant may also serve as the Project Tribal Monitor/Consultant noted subsequently at MM TCR-1.*

CR-2 Monitoring and Discovery of Archaeological Resources. *The Project Archaeological Monitor/Consultant need only be present during ground-disturbing activities.*

Monitoring shall be considered complete and may be discontinued at the conclusion of ground-disturbing activities.

The Project Archaeological Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if archaeological resources (finds) of potential significance are encountered. At the direction of the Project Archaeological Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.

For finds determined to be of potential significance, preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, mitigation may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological

material, they shall be offered to a local school or historical society in the area for educational purposes.

If the find is determined to be of Native American origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the Applicant regarding treatment and curation of the find.

At the conclusion of monitoring activities, the Project Archaeological Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City.

With the implementation of Mitigation Measures CR-1 and CR-2, the potential for the Project to cause or result in an adverse change in the significance of an archaeological resource pursuant to Section 15064.5 is considered less-than-significant.

c) Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less-Than-Significant Impact with Mitigation Incorporated. There are no known unique paleontological resources within the Project site. Any such resources that may have been present at one time have likely been disturbed or destroyed by previous construction and other site disturbing activities. This is consistent with findings of the City of Laguna Hills General Plan Final Program EIR.⁵

With regard to unique geologic features, the City of Laguna Hills has not established criteria for determining what comprises a unique geologic feature. Other relevant agency criteria however indicates that a geologic feature could be generally considered unique if it:

- Is the best example of its kind locally or regionally;

⁵ "However, the majority of new development anticipated under the General Plan will involve infill and redevelopment of existing developed areas. Thus, the likelihood of finding new or undiscovered paleontological resources is limited" (General Plan Update EIR, p. 5.5-6).

- Embodies the distinctive characteristics of a geologic principle that is exclusive locally or regionally;
- Provides a key piece of geologic information important in geology or geologic history;
- Is a “type locality” of a geologic feature;
- Is a geologic formation that is exclusive locally or regionally;
- Contains a mineral that is not known to occur elsewhere in the County; or
- Is used repeatedly as a teaching tool.⁶

Sample soil borings of up to 5 feet below ground surface (bgs) conducted at the Project site indicate the site is underlain by artificial fill; and alluvial soils consisting of interbedded yellowish brown, sand, to silty sand, and olive brown to dark brown clayey sand to sandy silt (Project Geotechnical Investigation, p. 2, et al.). These soil types are common through the City of Laguna Hills and Southern California and are not considered unique geologic features as described above. The Project does not propose or require actions or activities that would otherwise affect geological resources of potential significance. On this basis, the potential for the Project to directly or indirectly destroy a unique geologic feature is considered less-than-significant.

It is nonetheless possible that as yet unknown paleontological resources of potential significance could be encountered during grading and excavation activities. These resources would occur (if at all) at depths >5 feet below the current grade. That is, as noted above, the site is underlain by artificial fill at depths of up to 5 feet bgs. Artificial fill is not accommodative of paleontological resources. The following Mitigation Measures are included that would reduce potential Project impacts to paleontological resources to levels that would be less-than-significant.

CR-3 Paleontological Resources Monitor/Consultant Required. *At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the*

⁶ *County of San Diego Guidelines For Determining Significance Unique Geology* (County of San Diego, Department of Planning and Land Use Department of Public Works) June 30, 2007, p. 1.

Applicant shall retain a qualified paleontologist, selected in consultation with the City (Project Paleontological Monitor/Consultant).

CR-4 Monitoring and Discovery of Paleontological Resources. *If excavation exceeding five feet below the current grade is proposed, the Project Paleontological Monitor/Consultant shall be on-site and shall conduct on-going monitoring of affected areas for potential discovery of potentially of potentially significant paleontological resources. If older alluvial deposits are encountered at shallower depths, monitoring shall be initiated once these deposits are encountered. The Project Paleontological monitoring program shall comply the provisions of CEQA and applicable guidelines of the Society of Vertebrate Paleontology.*

The Project Paleontological Monitor/Consultant need only be present during ground-disturbing activities at depths greater than 5 feet below bgs. Monitoring shall be considered complete and may be discontinued at the conclusion of ground-disturbing at depths greater than 5 feet bgs.

The Project Paleontological Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if paleontological resources (finds) of potential significance are encountered. At the direction of the Project Paleontological Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.

If potentially significant paleontological resources are encountered, they shall be analyzed in accordance with standard guidelines, recovered, and curated with the appropriate facility.

At the conclusion of monitoring activities, the Project Paleontological Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City.

With the incorporation of Mitigation Measures CR-3 and CR-4, the potential for the Project to directly or indirectly destroy a unique paleontological resource is considered less-than-significant.

d) Would the Project disturb any human remains, including those interred outside of formal cemeteries?

Less-Than-Significant Impact. Due its urban context and developed condition, condition, the likelihood of encountering human remains in the course of Project development is considered minimal. Moreover, as required by California Health and Safety Code Section 7050.5, should human remains be found, no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains were found to be of Native American origin, the coroner would coordinate with the California Native American Heritage Commission (NAHC) as required under State law. NAHC requirements would include but would not be limited to respectful protection, preservation, and/or reburial of all skeletal remains and any associated funerary and ceremonial objects.

Based on compliance with these existing regulations, the Project's potential to disturb any human remains, including those interred outside of formal cemeteries is considered less-than-significant.

Sources: [Standard Archaeological Records Search and Site Visit for] *ActivCare Laguna Hills, Orange County, California*. (McKenna et al.) April 23, 2018; *Limited Geotechnical Investigation and Percolation Testing 24888 Alicia Parkway Laguna Hills, California Assessor Parcel Number 620-231-10* (Leighton and Associates, Inc.) February 14, 2014; Laguna Hills General Plan, July 2009; Laguna Hills General Plan Program EIR, June 2009; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
VI. GEOLOGY AND SOILS. Would the Project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

Substantiation:

Discussions and analysis presented here are summarized from, and based in part on *Limited Geotechnical Investigation and Percolation Testing, 24888 Alicia Parkway, Laguna Hills, California, Assessor Parcel Number 620-231-10* (Leighton and Associates, Inc.) February 14, 2014 (Project Geotechnical Investigation), IS/MND Appendix B.

a)(i) Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less-Than-Significant Impact. There are two known active or potentially active faults, with known surface traces, underlying the City of Laguna Hills. An unnamed single, very short “young” fault has been mapped by the U.S. Geological Survey at the westerly edge of the City, but it has not been deemed “active” by the California Geological Survey (CGS). In addition, a large earthquake on the San Joaquin Hills blind thrust beneath the City could cause general ground uplift and possibly some surface tilting, but this is not a likely event (General Plan Program EIR, p. 5.6-2).

No faults within or near the City have been placed within an established Alquist-Priolo Earthquake Fault Zone. Neither is the Project site located within an Alquist-Priolo Special Study Zone. The Project does not propose uses or activities that would contribute to or exacerbate any existing fault hazard conditions.

Based on the preceding, the potential for the Project to expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving rupture of a known earthquake fault is therefore considered less-than-significant.

a)(ii) Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Strong seismic ground shaking?

Less-Than-Significant Impact. The Project site is located in a region known to be seismically active and seismic ground-shaking can be anticipated during an earthquake event. To minimize the potential effects of earthquakes and groundshaking, new development projects within California are required to incorporate seismic engineering designs consistent with Uniform Building Code (UBC) and California Building Code (CBC) requirements.

As part of the City's standard review and approval of processes, any new development must provide a development- and site- specific geotechnical study for review and approval by the City Engineer. Geotechnical studies as reviewed and approved by the City reflect appropriate seismic engineering and design requirements for the development under consideration.

To these ends, a site-specific Project Geotechnical Investigation has been completed for the Project. The Project Geotechnical Investigation provides the following preliminary information and recommendations:

- The Project site is underlain by undocumented artificial fill and Quaternary alluvial deposits (Geotechnical Investigation, p. 2);

- Groundwater was not encountered during field exploration borings. According to groundwater information obtained through the California Geological Survey (CGS), formerly the California Division of Mines and Geology in the vicinity of the site, historically shallowest groundwater depth is greater than 20 feet below the existing ground surface. Seasonal fluctuations in groundwater elevations should be anticipated over time. Local perched groundwater conditions or surface seepage may develop once site development is completed and stormwater infiltration and landscape irrigation commences (Geotechnical Investigation, pp. 2-3);
- Site soils test results indicate that Project site soils have a low potential for expansion (Geotechnical Investigation, p. 3);
- Concrete should be designed to resist moderate sulfate exposure (Geotechnical Investigation, p. 4);
- Pavement should be designed for soil R-Value of 35 (Geotechnical Investigation, p. 4);
- The calculated infiltration rate of the Project site soils is approximately 0.19 inch/hour (Geotechnical Investigation, p. 5).

The Geotechnical Investigation indicates that existing soils and geologic conditions would not constrain development of the Project site. Prior to the issuance of the first development permit, a final site- and development-specific geotechnical investigation would be required pursuant to Mitigation Measure GEO-1.

***GEO-1** Prior to or concurrent with application for grading permits, the Applicant shall prepare a site- and development specific Final Project Geotechnical Investigation for review and approval by the City. All final Project development designs shall be required to comply with the provisions of the City-approved Final Project Geotechnical Investigation, and applicable requirements of the UBC and CBC.*

The Project does not propose uses or activities that would contribute to or exacerbate any existing strong seismic ground shaking hazard conditions. Compliance with provisions of the City-approved Final Project Geotechnical Investigation, and associated UBC and CBC requirements would ensure that the Project would not expose people or structures to potential substantial adverse effects of strong seismic ground shaking.

Based on the preceding, the potential for the Project to expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving strong seismic ground shaking is considered less-than-significant.

a)(iii) Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: seismic-related ground failure, including liquefaction?

Less-Than-Significant Impact. Liquefaction and seismically induced settlement or ground failure are generally associated with strong seismic shaking in areas where ground water tables are at relatively shallow depths and/or when the area is underlain by loose, cohesionless deposits. During a strong groundshaking event, saturated, cohesionless soils may acquire a degree of mobility to the extent that the overlying ground surface distorts. In extreme cases, saturated soils become suspended in groundwater and become fluid-like.

The Project site is not located within an area where liquefaction is expected (General Plan Figure S-1, *Landslide and Liquefaction Hazard Zones*). Perched groundwater was observed and measured at 4.3 feet below ground surface approximately 1 hour after excavation of Project site test boring(s). The perched groundwater is believed to be surficial irrigation water localized near the bottom of on-site utility trenches. Surficial irrigation waters would be eliminated/redirected as the site is developed, and would not contribute to potential liquefaction hazards. Soils within the Project generally would be over-excavated, compacted, and engineered consistent with any requirements of the Final Project Geotechnical Investigation. Groundwater is not expected to pose a constraint during construction (Project Geotechnical Investigation, pp. 2 - 3). The Project does not

propose uses or activities that would contribute to or exacerbate any existing liquefaction hazard conditions.

Based on the preceding, the potential for the Project to expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving liquefaction is considered less-than-significant.

a)(iv) Would the Project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: Landslides?

Less-Than-Significant Impact. The Project site is not located within an area where the potential for landslides exists (General Plan Figure S-1, *Landslide and Liquefaction Hazard Zones*). The Project site is essentially level, and as such, is not internally susceptible to landslide. Based on the preceding, the potential for the Project to expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving landslides is considered less-than-significant.

b) Would the Project result in substantial soil erosion or the loss of topsoil?

Less-Than-Significant Impact. Project construction activities would temporarily expose underlying soils, thereby increasing their susceptibility to erosion until the Project is fully implemented. Potential erosion impacts incurred during construction activities are mitigated below the level of significance through the Project's mandated compliance with a City-approved Stormwater Pollution Prevention Plan (SWPPP). Further, the proposal involves the redevelopment of a portion of an already-developed site; as such, the Project does not propose to significantly alter existing topography and would not affect existing erosion conditions. As supported by the preceding discussions, the potential for the Project to result in substantial soil erosion or the loss of topsoil is considered less-than-significant.

c) Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less-Than-Significant Impact. Sample soil borings of up to 5 feet below ground surface (bgs) conducted at the Project site indicate the site is underlain by artificial fill; and alluvial soils consisting of interbedded yellowish-brown sand, to silty sand, and olive brown to dark brown clayey sand to sandy silt (Project Geotechnical Investigation, p. 2, et al.). There is no indication that the Project site is affected by unstable geologic conditions or unstable soils. Soils within the Project site generally would be over-excavated, compacted, and engineered consistent with any requirements of the Final Project Geotechnical Investigation, reducing the potential for the Project to be constructed on unstable soils or unstable geologic units to levels that would be less-than-significant. Based on the preceding, the potential for the Project to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse is considered less-than-significant. Please refer also to related discussions presented at Checklist Item VI. a.

d) Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Less-Than-Significant Impact. The Project Geotechnical Investigation soils test results show that the soils Expansion Indices (EI) is 0, indicating low expansion potential (Project Geotechnical Investigation, p. 3). Per Table 18-1-B, soils with an EI of 0 - 20 have a very low expansion potential (UBC, 1994, p. 2-57, Table 18-1-B). Further, soils within the Project site generally would be over-excavated, compacted, and engineered consistent with any requirements of the Final Project Geotechnical Investigation, reducing the potential for the Project to be constructed on expansive soils to levels that would be less-than-significant.

Based on the preceding, the potential for the Project to be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property is less-than-significant. Please refer also to related discussions presented at Checklist Item VI. a.

e) Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. Sewer service currently exists at the site. No septic tanks or other alternative wastewater disposal systems are proposed. Thus, there is no potential for adverse impacts to result from inadequate soils in this regard.

Sources: Laguna Hills General Plan Final Program EIR, June 2009; Laguna Hills General Plan, July 2009; *Limited Geotechnical Investigation and Percolation Testing*, 24888 Alicia Parkway, Laguna Hills, California, Assessor Parcel Number 620-231-10 (Leighton and Associates, Inc.) February 14, 2014; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
VII. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

Substantiation:

The following discussions are based in part on information and analysis presented in *ActivCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Project AQ/GHG Memo, Urban Crossroads, Inc.) January 4, 2019, presented at IS/MND Appendix A.

(a) Would the Project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less-Than-Significant Impact.

Overview

SCAQMD provides modeling protocols and general guidance employed by local agencies, including the City of Laguna Hills (City), in quantification and evaluation of GHG emissions impacts. The following discussions are informed by SCAQMD GHG modeling and evaluation protocols as implemented by the City. Project GHG emissions would include Carbon Dioxide (CO₂), Methane (CH₄) and Nitrous Oxide (N₂O).

Existing Conditions

The Project site is vacant property and is not an existing source of GHG emissions.

Potential to Result in Significant GHG Emissions

The City of Laguna Hills has not adopted a quantified GHG emissions threshold of significance. SCAQMD, however, has proposed tiered GHG emissions screening levels to determine whether additional GHG analysis is required, and to determine if mitigation is required. Based on SCAQMD's proposed Interim GHG Thresholds, a project-level threshold of 3,000 Metric Tons of Carbon Dioxide Equivalent (MTCO₂E) per year is the applicable screening level threshold for the Project.

Annual Project-source GHG emissions are summarized at Table VII-1. Detailed Project GHG emissions modeling outputs are presented at Attachment "B" to the Project AQ/GHG Memo.

**Table VII-1
Annual Project GHG Emissions (MTCO₂E/year)**

Source	Emissions (metric tons per year)			
	CO ₂	CH ₄	N ₂ O	Total
Construction-source Emissions (amortized over 30 years)	16.18	0.00	0.00	16.26
Operational-source Emissions	499.84	0.99	5.97E-03	526.28
Total MTCO₂E/year – All Sources	542.54 MTCO₂E/year			
SCAQMD Threshold	3,000 MTCO₂E/year			
Threshold Exceeded?	No			

Source: *ActivCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads, Inc.) January 4, 2019.

As indicated at Table VII-1, Project-source GHG emissions would total approximately 542.54 MTCO₂E/year and therefore would not exceed the SCAQMD 3,000 MTCO₂E/year screening level threshold.

Based on the preceding, the potential for the Project to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment is considered less-than-significant.

b) Would the Project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Less-Than-Significant Impact. GHG Emissions Reduction Plans and Policies applicable to the Project would include: California Air Resources Board (CARB) Scoping Plan Recommended Actions [to reduce GHG emissions]; State Executive Order S-3-05; State Executive Order B-30-15, and State Senate Bill 32 (SB 32). Details regarding these recommended actions, plans, and policies are presented at AQ/GHG Memo, pp. 21 – 26.

Because the Project GHG emissions would not exceed the conservative 3,000 MTCO₂E per year screening-level GHG thresholds noted above, the Project is not considered to directly or indirectly generate significant GHG emissions. The Project would therefore not interfere with any existing or future City-mandated, state-mandated, or federally-mandated obligations enacted or promulgated to legally require development projects to assist in meeting state-adopted greenhouse gas emissions reduction targets, including

those proposed or established by: CARB, State implementation of (i) Executive Order B-30-15 and SB 32's target of reducing statewide GHG emissions to 40% below 1990 levels by 2030; or (ii) Executive Order S-3-05's target of reducing statewide GHG emissions to 80% below 1990 levels by 2050.

Based on the preceding, the potential for the Project to conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases is considered less-than-significant.

Sources: *ActivCare Laguna Hills Focused Air Quality and Greenhouse Gas Memorandum* (Urban Crossroads, Inc.) January 4, 2019; *ActivCare Laguna Hills RCFE Design Concepts*, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
VIII. HAZARDS AND HAZARDOUS MATERIALS.				
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☒	☐	☐

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for the people residing or working in the project area?	☐	☐	☒	☐
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for the people residing or working in the project area?	☐	☐	☒	☐
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

Substantiation:

Hazards and hazardous conditions that may affect, or be exacerbated by, development of the Project are evaluated in *Phase I and Phase II Environmental Site Assessment, 24888 Alicia Parkway, Laguna Hills, California* (Leighton and Associates, Inc.) May 8, 2014 (2014 Phase I/II ESA). An updated Phase I ESA and associated current status of area off-site Environmental Site Assessments is also provided (see: *Update and Review of Existing Phase I Information 24888 Alicia Parkway Laguna Hills, CA 92653* (Royal Environmental Services,

Inc.) December 26, 2018 (2018 Phase I Update); and *EDR Radius Map with GeoCheck, Laguna Hills Former Dealership 24888 Alicia Parkway Laguna Hills, CA 92653, Inquiry Number: 5517200.2s* (EDR Inc., December 20, 2018); (EDR Report). Additional historical environmental assessments, the City demolition permit for previous on-site structures, and supporting information are also provided.

Findings and conclusions of the above referenced information provide the basis for the discussions presented here. All referenced supporting information is presented at IS/MND Appendix C.

a) Would the Project create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?

Less-Than-Significant Impact. During the normal course of construction and operation activities, there would be limited transport of potentially hazardous materials (e.g., gasoline, diesel fuel, paints, solvents, fertilizer, etc.) to and from the Project site. Acting to reduce effects of routine use of hazardous or potentially hazardous materials, the Project would be required to comply with all City and County Hazardous Materials Management Plans and federal, state, and local regulations addressing transport, use, storage and disposal of these materials. The Project does not propose or require uses or activities that would result in atypical transportation, use, storage, or disposal of hazardous or potentially hazardous materials not addressed under current regulations and policies.

Based on the preceding, the potential for the Project to create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials is considered less-than-significant.

b) Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less-Than-Significant With Mitigation Incorporated. The Project 2014 Phase I/II ESA identifies hazards and hazardous materials that could be encountered in the course of Project development or that could otherwise affect the Project. The 2018 Phase I ESA Update confirms findings and conclusions of the 2014 Phase I/II ESA.

The 2018 EDR Report *Executive Summary*, pp. 4 – 6, et al. indicates the following database listings are associated with past/historic auto dealership/auto maintenance occupancies of the Project site:

- RGA LUST: Recovered Government Archive (RGA) Leaking Underground Storage Tank (LUST). The Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists.

RGA LUST database records: 1992 – 1997, 2001 – 2003, 2005 – 2012.

- FINDS database. FINDS: Facility Index System/Facility Registry System Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail.

FINDS database records: 1986, 2009, 2015.

- LUST/LUST ORANGE/LUST REGION 9: Leaking Underground Storage Tank (LUST) Sites included in GeoTracker. List of Orange County Underground Storage Tank Cleanups. List of Region 9 (California Regional Water Quality Control Board, San Diego) Underground Storage Tank Cleanups.

LUST Case Dates and Status: 1986, Completed, Case Closed; 1986, File Discarded, Case Closed; 1990, Closure, No Further Action Letter; 1990, File Discarded, Case Closed; 1991, Case Closed; 1996, Case Closed.

- HIST CORTESE (n.d.): The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.
- RCRA-SQG: RCRA Info is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by RCRA. Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

RCRA-SQG database records: 1991, 1996, 2001.

- HAZNET: Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments.

HAZNET database records: 1993 – 2015.

The Project site is no longer used for auto dealership/auto maintenance activities. Closure and vacation of the most recent auto dealership/auto maintenance occupancy [Phillips Mazda] occurred in 2015. Recognized Environmental Conditions (RECs)⁷ associated

⁷ RECs are defined, according to ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not RECs."

with the above historic uses/listings have been comprehensively identified in the Project Phase I/II ESA and Phase I ESA Update.⁸

Component elements of the Phase I/II ESA included on-site reconnaissance; review of user-provided information; environmental data base and historical records review; and personal interview(s). The Phase I/II ESA revealed no evidence of RECs with the exception of the following:

- Use of the subject site as an automotive dealership with features such as hydraulic lifts, underground storage tanks (USTs), aboveground storage tanks (ASTs), paint booths, hazardous waste, one clarifier, one dynamometer pit, and three surface drains, some resulting in contamination of subsurface soil with elevated concentrations of Total Petroleum Hydrocarbons (TPH). (Locations of the various features listed above are indicated at Figure VIII-1.)
- Benzene exceeds the residential California Human Health Screening Level (CHHSL) for soil gas at one soil testing location (SV4) at a depth of 5 feet bgs (Phase I/II ESA, p. 46). (Phase I/II ESA soil testing locations are presented at Figure VIII-2.)

⁸ Potential concerns regarding lead and asbestos have been previously addressed in connection with site building demolition activities. Please refer to documentation provide at IS/MND Appendix C, *Phase I-II ESA, ActivCare Demo-Hazards Info*.

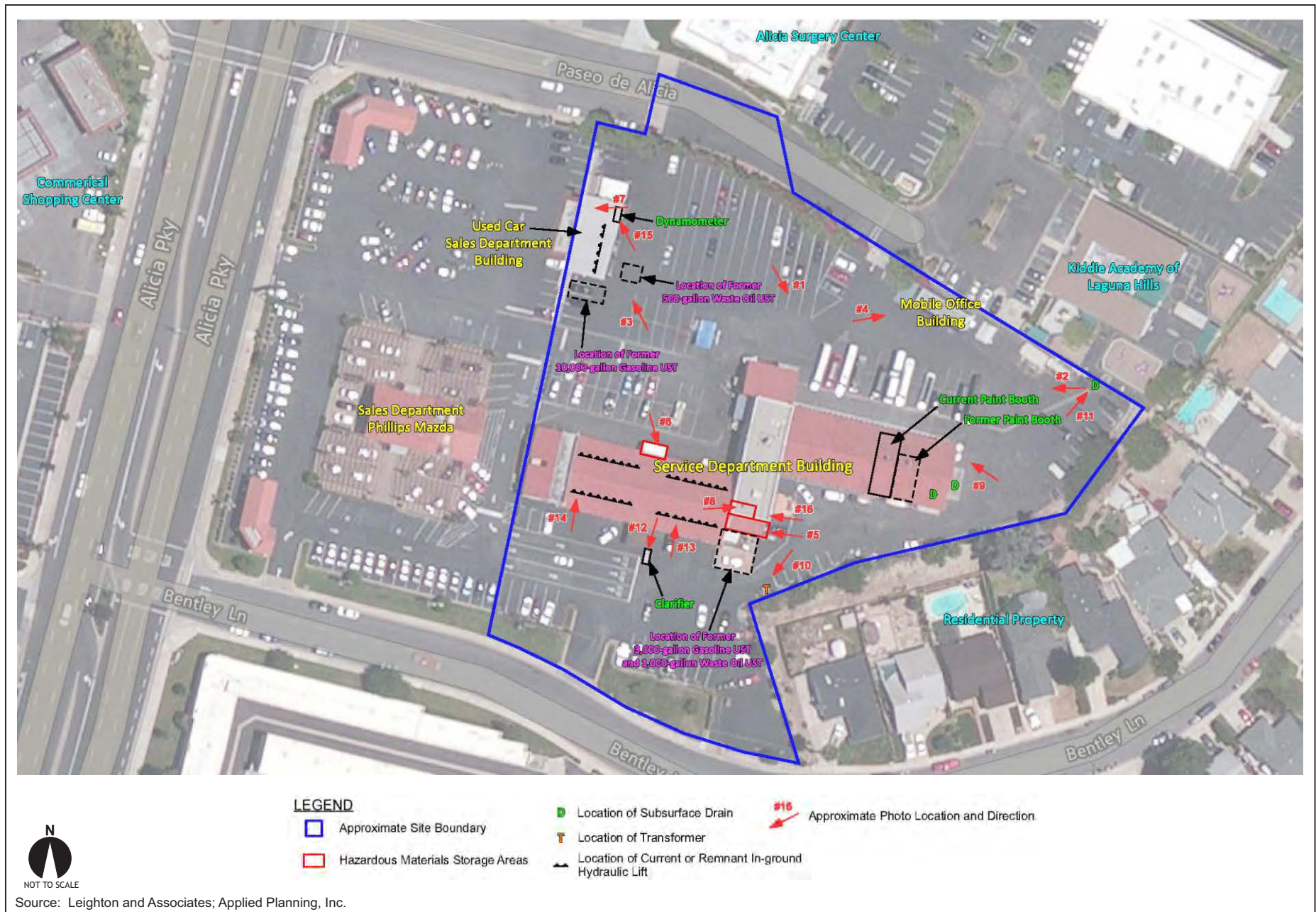


Figure VIII-1
Phase I/II ESA Site Reconnaissance Noted Features



Figure VIII-2
Phase I/II ESA Soil Sampling Locations

To address potential hazards/hazardous material impacts of the previously-noted RECs, the Phase I/II ESA recommends the following:

- Conduct additional assessment of the soil in the area of soil gas sample SV4. Based on soil gas data in this area, a small localized zone of impacted soil in the upper 5 feet bgs may be impacted with TPH as gasoline (TPH-g) and Volatile Organic Compounds (VOCs). Removal of impacted soil is likely warranted. Upon completion of any soil removal activities, additional soil gas data should be collected in this area to assess the potential human health risk to future residents.
- Remove and dispose of hazardous waste and substances stored on-site prior to redevelopment and in accordance with local, state, and federal regulations.
- Remove any remnants of former and current hydraulic lifts, including shaft sleeves, foot valves, and associated UST (if present). Stained or odorous soil surrounding the lifts, foot valves, and tanks (especially those not invested) may be present and should be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples should be collected from the resulting excavations to verify complete removal of the impacted soil.
- Remove any liquids from the existing clarifier according to local and state regulations and remove the clarifier for offsite disposal. Soil samples should be collected from the resulting excavation to verify complete removal of the impacted soil.
- Remove dynamometer pit for offsite disposal. Soil samples should be collected from the resulting excavation to verify complete removal of the impacted soil.
- Remove TPH impacted soil from the UST excavation pit in the area of boring LB19 to a depth of approximately 2.5 feet bgs. Soil samples should be collected from the resulting excavation to verify complete removal of the impacted soil.

- Although significant soil impacts were not identified in the UST excavation pit in the area of borings LB21 and LB22, stained or odorous soil may be encountered during demolition and grading activities and should be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples should be collected from the resulting excavations to verify complete removal of the impacted soil.
- During demolition and removal operations, an environmental professional should be onsite to identify other issues that may arise. Appropriate mitigation and documentation procedures should be employed to minimize impacts to the subject site prior to mass grading.
- Observations should be made during future property development for areas of possible contamination such as, but not limited to, the presence of underground facilities, buried debris, waste drums, and tanks, stained soil or odorous soils. Should such materials be encountered, further investigation and analysis may be necessary at that time.

[Phase I/II ESA, pp. 46, 47]

The preceding recommendations are incorporated as IS/MND Mitigation Measures HAZ-1 and HAZ-2, below:

***HAZ-1** Prior to the issuance of the first grading permit for the Project, the following shall be accomplished/completed:*

- *Additional assessment of the soil in the area of soil gas sample SV4 shall be conducted. Any TPH/VOC impacted soil exceeding residential screening levels shall be removed and disposed accordance with local, state, and federal regulations. Upon completion of any soil removal activities, soil samples shall be collected from the resulting excavation to verify complete removal of the impacted soil(s).*

- *Hazardous waste and substances stored on-site shall be removed and disposed of in accordance with local, state, and federal regulations.*
- *Any remnants of former and current hydraulic lifts, including shaft sleeves, foot valves, and associated UST (if present) shall be removed and disposed of in accordance with local, state, and federal regulations. Stained or odorous soil surrounding the lifts, foot valves, and tanks (especially those not invested) shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavations to verify complete removal of the impacted soil.*
- *Any liquids from the existing clarifier shall be removed and disposed of according to local and state regulations. The clarifier shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from any resulting excavation(s) to verify complete removal of any impacted soil.*
- *The dynamometer pit shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil.*
- *TPH impacted soil from the UST excavation pit in the area of boring LB19 shall be removed to a depth of approximately 2.5 feet bgs. Soil samples shall be collected from the resulting excavation to verify complete removal of any impacted soil.*

HAZ-2 *For the duration of Project demolition and ground-disturbing activities:*

- *Stained or odorous soil encountered during demolition and grading activities shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil.*

- *During demolition, grading, and soils/debris removal operations, an environmental professional shall be on-site to identify and address other issues that may arise in the course of site development. As determined necessary by the environmental professional, additional measures shall be employed to minimize effects of any encountered hazards. Documentation of the measures employed and resulting conditions after their application shall be documented and submitted to the Lead Agency.*
- *Contractors and the on-site environmental professional shall maintain on-going observation and assessment of areas of possible contamination. Such areas would include but not be limited to: the presence of underground facilities, buried debris, waste drums, tanks, stained soil or odorous soils. Should such materials be encountered, the on-site environmental professional in consultation with the Lead Agency shall determine the scope of investigation, analysis, and remediation warranted.*

The Phase I/II ESA concludes that Project site has not been adversely affected by off-site properties and no off-site RECs have been identified (Phase I/II ESA, p. 43, 45). The 2018 Phase I ESA Update confirms findings and conclusions of the 2014 Phase I/II ESA. The 2014 Phase I/II ESA and 2018 Phase I ESA Update do not indicate that the Project site would otherwise be adversely affected by off-site properties.

Based on the preceding, with incorporation of Mitigation Measures HAZ-1 and HAZ-2, the potential for the Project to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; or create a significant hazard to the public or environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment would be less-than-significant.

c) Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less-Than-Significant With Mitigation Incorporated. The Project site is located southerly adjacent to the Guidepost Montessori School. Any potentially significant hazards or hazardous conditions that may be present within the Project site would be remediated concurrent with site development activities pursuant to the requirements of the Project 2014 Phase I/Phase II ESA and Mitigation Measures HAZ-1, HAZ-2 (please refer to previous Checklist Item VIII. b. The Project does not otherwise propose or require handling of hazardous or acutely hazardous materials, substances, or waste.

On this basis, the potential for the Project to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school is therefore less-than-significant.

d) Would the Project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. The December 20, 2018 Environmental Data Resources (EDR) Radius Map Report with GeoCheck (2018 EDR Report) indicates the Project site is not listed on the listed on the Cortese database (2018 EDR Report *Executive Summary*, p. 9, et al.). See also: <https://calepa.ca.gov/SiteCleanup/CorteseList/>.

On this basis, there is no potential for the Project to be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment. Nor does the Project propose or require uses or facilities that would contribute to or exacerbate Cortese database site hazards.

e) For a project located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

Less-Than-Significant Impact. The Project site is not located within an airport land use plan, nor is it located within two (2) miles of any airport. The nearest airport is John Wayne International Airport, approximately 10 miles northwesterly of the Project site. The Project does not propose or require uses or facilities that would contribute to or exacerbate airport/airfield safety hazards. On this basis, the potential for the Project to result in airport/airfield safety hazards for the people residing or working in the project area is considered less-than-significant.

g) Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less-Than-Significant Impact. The Project propose or require facilities or operations that would interfere with any identified emergency response or emergency evacuation plan. In accordance with City policies, coordination with the local fire and police departments during construction would ensure that potential interference with emergency response and evacuation efforts are avoided. Further, potential temporary traffic/access disruption that may during Project construction would be addressed through the implementation of the Project Construction Traffic Management Plan (see: IS/MND Section 2.0, *Project Description*; 2.5.9, *Construction Traffic Management Plan*). The potential for the Project to impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan is therefore considered less-than-significant.

h) Would the Project expose people or structures to a significant risk of loss, injury of death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Less-Than-Significant Impact. The Project site is located in an urbanized area, and no wildlands are located in the vicinity of the Project site. The City of Laguna Hills contracts with the Orange County Fire Authority (OCFA) for fire protection services. Pre-

construction coordination with OCFA staff and adherence to local fire regulations during construction and operation of the Project would be required, acting to reduce potential fire hazards. The Project does not propose or require facilities or operations that would exacerbate or contribute to any existing fire hazards. On this basis, the potential for the Project to expose people or structures to significant risk involving wildland fires is considered less-than-significant.

Sources: *Phase I and Phase II Environmental Site Assessment, 24888 Alicia Parkway, Laguna Hills, California* (Leighton and Associates, Inc.) May 8, 2014; *Update and Review of Existing Phase I Information, 24888 Alicia Parkway, Laguna Hills, CA 92653* (Royal Environmental Services, Inc.) December 26, 2018; *EDR Radius Map with GeoCheck, Laguna Hills Former Dealership 24888 Alicia Parkway Laguna Hills, CA 92653, Inquiry Number: 5517200.2s* (EDR Inc.) December 20, 2018; *ActivCare Laguna Hills RCFE Design Concepts*, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
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IX. HYDROLOGY AND WATER QUALITY. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Violate any water quality standards or waste discharge requirements? | ☐ | ☐ | ☒ | ☐ |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of the pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | ☐ | ☐ | ☒ | ☐ |

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
c) Substantially alter the existing drainage pattern of area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water which would exceed the capacity of the existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☒	☐
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☒	☐

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☒	☐

Substantiation:

The discussions presented here are based on information and analysis presented in *Water Quality Management Plan (WQMP), ActivCare Laguna Hills* (Nasland Engineering) n. d. (Project WQMP); and *Preliminary Hydrology Study for ActivCare Laguna Hills, 24888 Alicia Parkway, Laguna Hills, CA 92653* (Nasland Engineering) May 3, 2018 (Project Hydrology Study). The Project WQMP and Project Hydrology Study are presented in their entirety are provided at IS/MND Appendix D.

a) Would the Project violate any water quality standards or waste discharge requirements?

Less-Than-Significant Impact. Project construction activities have the potential to impact surface water quality as the result of soil erosion during grading and soil stockpiling, subsequent siltation, and conveyance of other pollutants to receiving waters. Receiving waters include Aliso Creek and the Pacific Ocean. Receiving waters 303(d) listed impairments are nutrients and toxicity (Project Hydrology Study, p. 9).

Potential construction-source water quality impacts would be reduced to levels that would be less-than-significant through implementation of a City-mandated construction Stormwater Pollution Prevention Plan. More specifically, consistent with City requirements identified in the *City of Laguna Hills Local Implementation Plan (Jurisdictional Runoff Management Plan)* April 1, 2017 (LIP) the Applicant would be required to develop and implement a construction Stormwater Pollution Prevention Plan (SWPPP) acting to reduce and control potential erosion, siltation, and discharge of pollutants during Project construction per standard City conditions of approval identified in the LIP:

Prior to the issuance of any grading or building permits for projects that disturb one (1) or more acres of soil or whose projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, the Applicant shall demonstrate that coverage has been obtained under California's Construction General Permit (Order 2009-0009-DWQ) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request (LIP, p. A-7-5).

Post-construction Project operations could also affect area water quality through stormwater discharge and conveyance of typical urban surface pollutants (e.g., solids; oxygen-demanding substances; nitrogen and phosphorus; pathogens; petroleum hydrocarbon; metals; synthetic organics). These potential water quality impacts would be reduced to levels that would be less-than-significant through implementation of a City-approved Final Project Water Quality Management Plan (WQMP). Per the City LIP, "[w]hen land is developed or redeveloped, preparation of a Project Water Quality Management Plan (WQMP) is required for all projects meeting Priority Development Project (PDP) criteria" (LIP, p. A-1-2). The Proposed ActivCare RCFE meets PDP criteria identified at LIP Table A-7.1. the Project is therefore required to prepare a Project-specific WQMP. LIP WQMP requirements are outlined below:

- Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by City Building Official, the Applicant shall submit to the City for review and approval a Water Quality Management Plan that:
 - o Discusses regional or watershed programs (if applicable);

- o Identifies selected [Low Impact Development] LID and Hydromodification (as applicable) BMPs;
 - o Identifies any applicable waivers, alternative programs, and Treatment Control BMPs;
 - o Incorporates the applicable Source Control BMPs;
 - o Describes long-term operation and maintenance requirements for BMPs;
 - o Identifies the entity that will be responsible for long-term operation and maintenance of the BMPs; and
 - o Describes the mechanism for funding the long-term operation and maintenance of the BMPs (LIP, p. A-7-6).
- Prior to grading or building permit close-out and/or the issuance of a certificate of use or a certificate of occupancy, the Applicant shall:
 - o Demonstrate that all LID, hydromodification and other structural best BMPs described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications;
 - o Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP;
 - o Demonstrate that an adequate number of copies of the project's approved final Project WQMP are available for the future property occupants,
 - o Submit for review and approval an Operations and Maintenance (O&M) Plan for all structural BMPs (optional if included in final Project WQMP) (LIP, p. A-7-6).

The Project Preliminary WQMP is presented at IS/MND Appendix D. The Preliminary WQMP includes impervious area dispersion and biotreatment BMPs. Additional and/or other BMPs would be implemented consistent with City requirements. Minimum BMPs required by the City are identified at: <https://www.ci.laguna-hills.ca.us/DocumentCenter/View/403/Minimum-Designated-Best-Management-Practices-PDF>.

Compliance with City requirements to include required implementation of the Final City-approved Project SWPPP and WQMP would ensure that construction and operation of the Project would not violate any water quality standards or waste discharge requirements. Based on the preceding discussion, the Project's potential to violate any water quality standards or waste discharge requirements is considered less-than-significant.

b) Would the Project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Less-Than-Significant Impact. Development of the Project would not contribute to groundwater depletion, nor discernibly interfere with groundwater recharge. The Project does not propose or require direct withdrawal of groundwater, and the site is currently served by the municipal water system. Further, construction proposed by the Project would not involve substructures at depths that would significantly impair or alter the direction or rate of flow of groundwater.

The Project site is not designated as, and does not function as, a groundwater recharge facility. Development of the Project would not affect a designated groundwater recharge area. Further, when compared to existing conditions (the site is currently paved or otherwise largely overcovered with impermeable surfaces), permeable areas (e.g., additional landscape areas) within the developed site would be increased, acting to incrementally increase the potential for groundwater recharge at the Project site. Please refer to Table IX-1.

Table IX-1
Comparison of Pre-Development and Post-Development
Permeable/Impermeable Areas

	Permeable Area		Impermeable Area	
	Square Feet	Percentage	Square Feet	Percentage
Pre-Development Conditions	23,011	10	196,664	90
Post-Development Conditions	48,926	22	170,749	78

Source: *Water Quality Management Plan, ActivoCare Laguna Hills* (Nasland Engineering) n.d., p. 4.

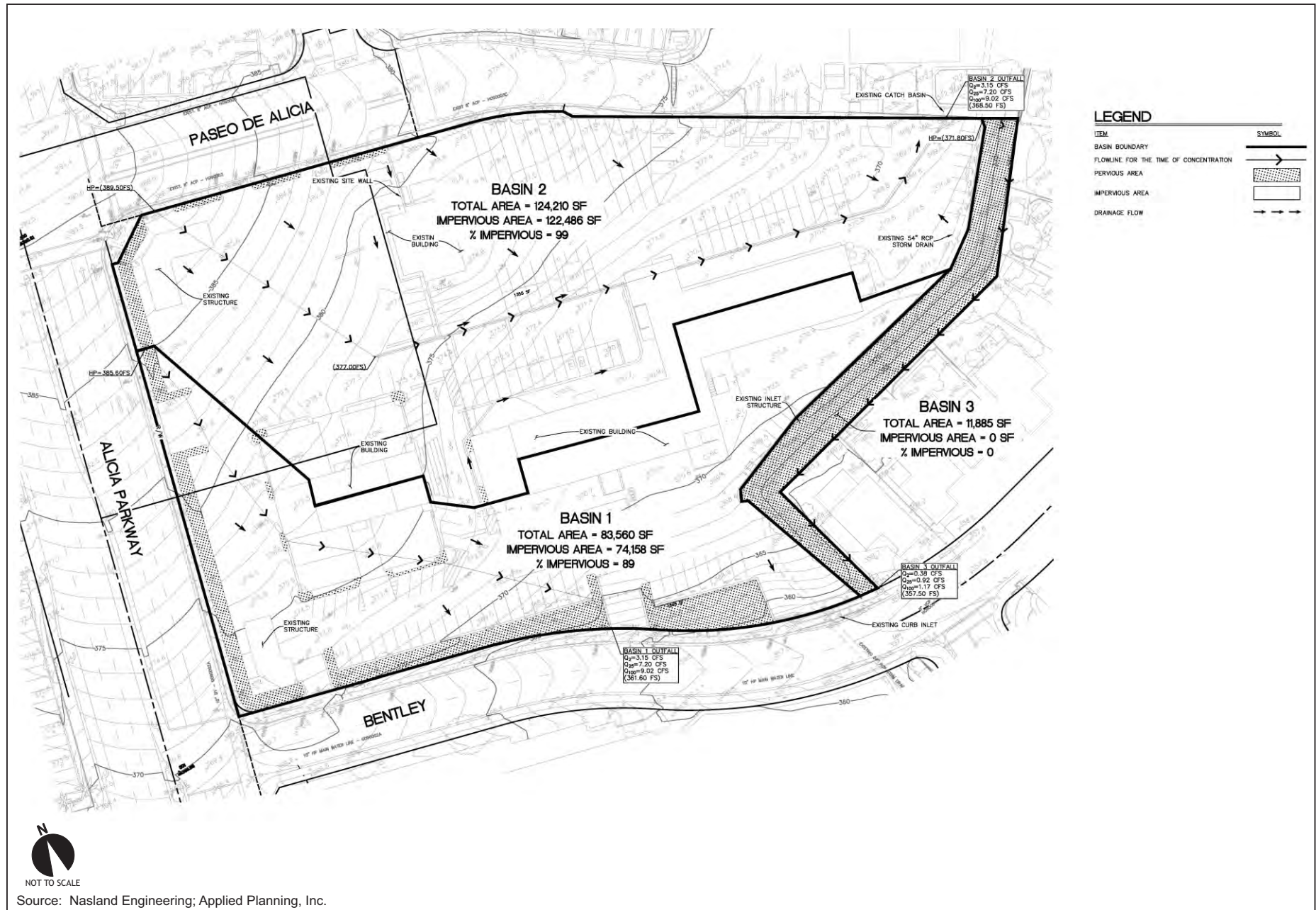
Notes: Permeable/impermeable area quantifications are approximate.

Based on the preceding discussions, the potential for the Project to substantially deplete groundwater supplies or interfere substantially with groundwater recharge is considered less-than-significant.

c) Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in a substantial erosion or siltation on- or off-site?

d) Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Less-Than-Significant Impact. Existing and proposed stormwater discharge conditions are presented at Figures IX-1 and IX-2, respectively.



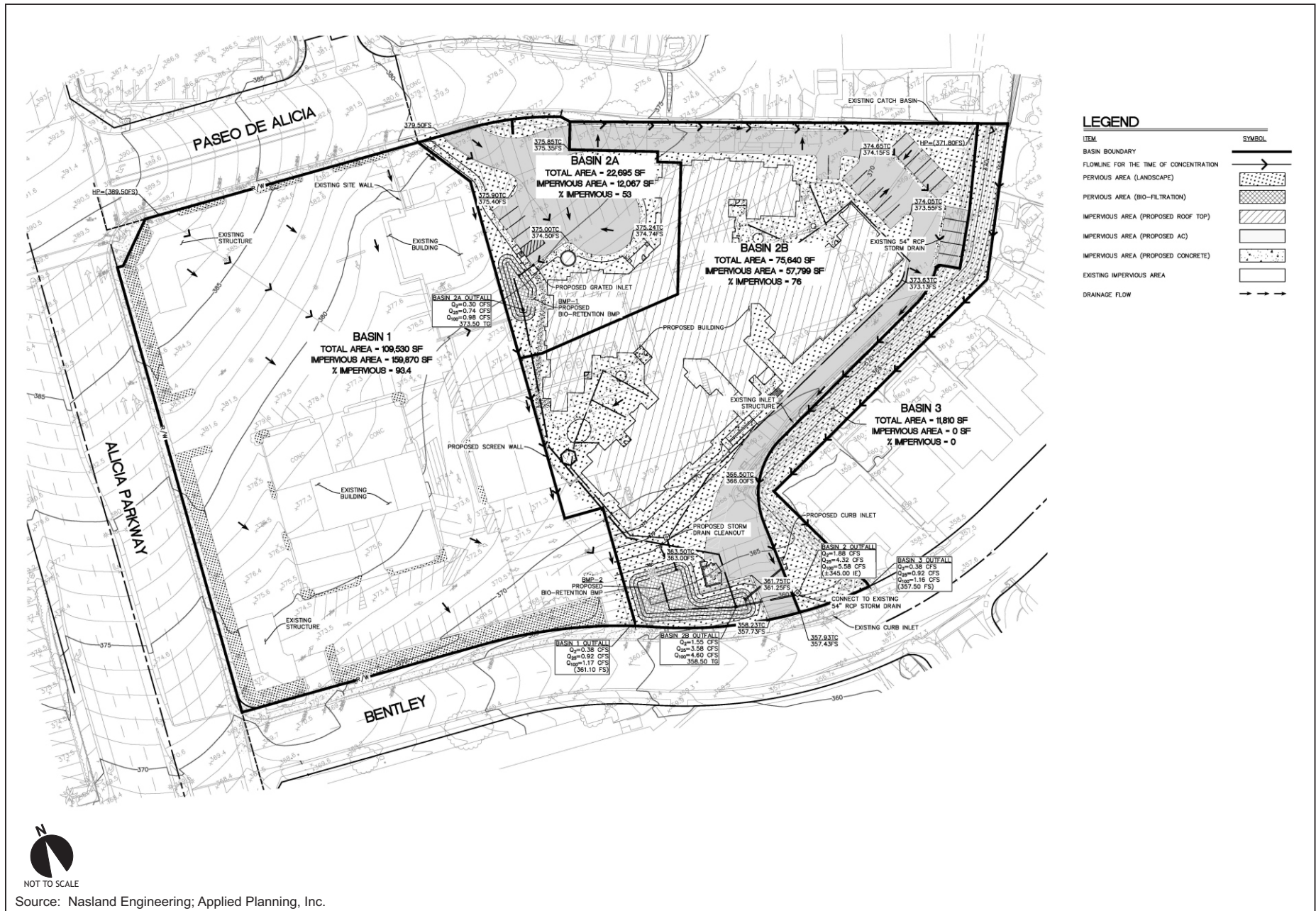


Figure IX-2
Proposed Hydrology Conditions

Runoff from the site currently flows in a southeasterly direction. On-site drainage is divided into three drainage basins, as follows:

- Stormwater from Basin 1 sheet flows from the western property line towards Bentley Lane. Runoff from this basin outlets in one of the site's three driveways, and is collected by a curb inlet.
- Basin 2 sheet flows from the northwest, towards a concrete swale that directs flow towards a grated inlet in the northeastern portion of the property.
- Basin 3 includes sloped landscaping that is part of a 25-foot slope easement. This runoff ultimately is received by a curb inlet off of Bentley Lane.

Under Post-development conditions, stormwater runoff would be discharged to the existing 54-inch storm drain that runs along the eastern perimeter of the Project site. Within the Project site, developed stormwater runoff would be managed as follows.

- The existing drainage pattern for Basin 1 would remain the same as existing conditions, except that a screen wall is proposed at the new lot line that will direct runoff southerly towards Bentley Lane. Flows would be directed to a public curb inlet located approximately 260 feet to the east.
- Basin 2 would be divided into two sub-areas. Basin 2A, located in the northwesterly portion of the site, will collect runoff from the driveway entrance, some landscaping areas, and a portion of the roof. Flows would be collected by a grated inlet, which discharges to a bio-retention facility. Basin 2B includes the remainder of the roof, courtyards, drive aisle, and landscaping, up to the eastern curb line. Roof discharge will drain into two separate courtyards via downspouts, with proposed area drains collecting stormwater. This flow would ultimately discharge to a bio-retention facility.

The high point of the drive aisle in Basin 2B, at the northern portion of the property, directs runoff to the adjacent curb and gutter. This stormwater wraps around the drive aisle and is ultimately collected by a proposed curb inlet, which discharges to on-site bio-retention facilities. Overflow from the proposed bio-retention facilities would discharge to the existing 54-inch storm drain that runs along the eastern perimeter of the site.

- Basin 3 would remain the same as under existing conditions.

As discussed at previous Checklist Item IX. a, the Project would be required to implement a City-approved SWPPP and WQMP. Erosion control BMPs required by the City and incorporated in the Project SWPPP and WQMP as approved by the City would reduce potential erosion impacts to levels that would be less-than-significant.

As discussed at previous Checklist Item IX. b, permeable areas within the Project site would be increased when compared to existing conditions.

As discussed at following Checklist Item IX. e, stormwater discharges from the developed site would be decreased when compared to existing conditions.

As supported by the above and related discussions presented herein, the potential for the Project to substantially alter the existing drainage pattern of the site or surrounding area in a manner which would result in a substantial erosion or siltation on- or off-site; or substantially increase the rate or amount of surface runoff in a manner that would result in erosion or flooding on- or off-site is considered less-than-significant.

e) Would the Project create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?

Less-Than-Significant Impact. As part of the Project Hydrology Study, stormwater runoff under existing and post-development conditions were calculated (please refer to Table IX-2).

Table IX-2
Hydrologic Summary
Project Site Stormwater Discharges

	2-Year Storm Event	25-Year Storm Event	100-Year Storm Event
Existing Conditions	8.01 cfs	18.12 cfs	22.75 cfs
Post-Development Conditions	6.25 cfs	14.25 cfs	18.46 cfs
Difference	-1.76 cfs	-3.88 cfs	-4.29 cfs

Source: Preliminary Hydrology Study For ActivCare Laguna Hills, 24888 Alicia Parkway, Laguna Hills, CA 92653 (Nasland Engineering) 05/03/2018.

As indicated at Table IX-2, the Project site under post-development conditions would result in a net a reduction in runoff when compared to existing conditions. As such, the Project's potential to create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems is therefore considered less-than-significant.

Based on implementation of the Project SWPPP, WQMP and associated BMPS as discussed at Checklist Item IX a, the potential for the Project to provide substantial additional sources of polluted runoff is considered less-than-significant.

f) Would the Project otherwise substantially degrade water quality?

Less-Than-Significant Impact. Potential water quality impacts of the Project are reduced to levels that would be less-than-significant as discussed at Checklist Items IX a – e. The Project does not propose or require uses or activities that would substantially degrade water quality. On this basis, the potential for the Project to otherwise substantially degrade water quality is considered less-than-significant.

g) Would the Project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

h) Would the Project place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No Impact. As illustrated at General Plan Figure S-3, *Flood Hazards*, the site is not located within a 100-year flood hazard area. Development of the Project would have no impact in this regard.

i) Would the Project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

Less-Than-Significant Impact. The General Plan Program EIR included mitigation to address these hazards. In summary, these measures require the City to work with the Orange County Flood Control District (OCFCD) to implement National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit requirements and to inspect storm drains and monitor water storage facilities to determine potential inundation hazards to surrounding properties. With the implementation of these measures, the EIR concluded that flood hazards within the City would be less-than-significant.

The Project site is not located in a designated flood hazard area. The Project site does not lie downstream from a dam or levee and is not subject to flooding should dam or levee structures fail. The Project does not propose or require uses or facilities that would contribute to or exacerbate flood hazards.

Based on the preceding, the potential for the Project to create or expose people or property to a significant risk of loss due to flood hazards including flooding as a result of the failure of a levee or dam is considered less-than-significant.

j) Would the Project [expose people or structures to a significant risk of loss, injury or death involving] inundation by seiche, tsunami, or mudflow?

Less-Than-Significant Impact. The Project site is not located near any bodies of water or water storage facilities that would be considered susceptible to seiche. No slopes of significance have been identified on or near the Project site, and the Project site has not historically been affected by mudflows. The site is located approximately seven miles from coastal waters. The Project does not propose or require uses or facilities that would contribute to or exacerbate seiche, tsunami or mudflow hazards. The EIR prepared for the General Plan concluded that impacts within the City due to seiche, tsunami or mudflow hazards would be less-than-significant (General Plan Final Program EIR, p. 2-17, et al.).

Based on the preceding, the potential for the Project to expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow is considered less-than-significant.

Sources: Laguna Hills General Plan Final Program EIR, June 2009; Laguna Hills General Plan, July 2009; *Water Quality Management Plan (WQMP)*, *ActivCare Laguna Hills* (Nasland Engineering) n.d.; *Preliminary Hydrology Study for ActivCare Laguna Hills, 24888 Alicia Parkway, Laguna Hills, CA 92653* (Nasland Engineering) May 3, 2018; *ActivCare Laguna Hills RCFE Design Concepts*, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
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X. LAND USE AND PLANNING. Would the project:

a) Physically divide an established community? ☐ ☐ ☒ ☐

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐
c) Conflict with any applicable habitat conservation plan or natural communities conservation plan?	☐	☐	☒	☐

Substantiation:

a) Would the Project physically divide an established community?

Less-Than-Significant Impact. The Project proposes reuse and revitalization of a vacant auto dealership site. No residents would be displaced by the Project, nor would the physical arrangement of any neighboring residential communities be modified or divided by the Project. On this basis, the potential for the Project to physically divide an established community is considered less-than-significant.

b) Would the Project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

Less-Than-Significant Impact. The applicable land use plans, policies, and regulations guiding and controlling development of the subject site would include the City of Laguna Hills General Plan (General Plan) and City of Laguna Hills Municipal Code, Title 9, *Zoning and Subdivisions* (Zoning Ordinance). Land uses and development proposed by

the Project in the context of existing conditions, the General Plan, and Zoning Ordinance are discussed below.

Existing Land Uses

Previous auto dealership building within the Project site have been demolished. Asphaltic and concrete surface improvements associated with the previous auto dealership uses remain, but would be demolished as part of the Project. Any remaining subsurface improvements associated with previous auto dealership uses including but not limited to building foundations, auto maintenance/service pits, and underground storage tanks would also be removed/demolished as part of the Project.

Northerly/northeasterly of the Project site, across Paseo De Alicia, properties are developed with office, medical, and pre-school uses (AAA Auto of Southern California offices, Alicia Surgery Center, Guidepost Montessori School). Abutting the Project site to the east/southeast, properties are developed with single-family residences. Southerly of the Project site, across Bentley Lane is a commercial self-storage facility (Public Storage). Westerly of the Project site, across Alicia Parkway is the Laguna Hills Plaza commercial/retail center. Project site and vicinity land uses are presented at Figure X-1.

General Plan Land Use Considerations

Existing General Plan Land Use designations are presented at Figure X-2. The Project site General Plan Land Use designation is "Neighborhood Mixed Use." The Neighborhood Mixed Use Land Use designation is intended to accommodate a variety of uses including: "mid-box anchors; administrative and professional uses; grocery and specialty stores; business support uses; eating and drinking establishments; cinemas; personal services; residential condos, apartments, and townhomes; and mixed use structures" (General Plan Land Use Map). The proposed RCFE facilities would represent a low intensity development and would be no more intense than the preceding described uses.



----- Project Site Boundary



NOT TO SCALE

Source: Google Earth; Applied Planning, Inc.

Figure X-1
Existing Land Uses



General Plan discussions cited here indicate the propriety of, need for, and benefits accruable to RCFE assets that would be made available by the Project. In these regards, the General Plan broadly, and the General Plan Housing Element specifically, recognize housing needs of persons with disabilities and speaks to the growing demand and need for projects such as the proposed Laguna Hills ActivCare Project, as excerpted below.

Disability is a physical or mental condition that substantially limits one or more major life activities. Physical disabilities can hinder access to housing units of conventional design, as well as limit the ability to earn adequate income. The American Community Survey defines six types of disabilities: hearing, vision, cognitive, ambulatory, self-care, and independent living difficulty. A more detailed description of each disability is provided below:

- 1) Hearing difficulty: Deaf or having serious difficulty hearing,
- 2) Vision difficulty: Blind or having serious difficulty seeing, even when wearing glasses,
- 3) Cognitive difficulty: Because of a physical, mental, or emotional problem, having difficulty remembering, concentrating, or making decisions,
- 4) Ambulatory difficulty: Having serious difficulty walking or climbing stairs,
- 5) Self-care difficulty: Having difficulty bathing or dressing,
- 6) Independent living difficulty: Because of physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor's office or shopping (General Plan, pp. H-21, 22).

As the number of older people and life expectancies increase, the demand for a variety of senior housing options will also increase. In addition to traditional facilities that offer independent living units, demand for intermediate care and assisted living will also increase, as well as for facilities offering a full range of living arrangements (General Plan, p. H-20).

Concerns were voiced during the Housing Stakeholder meeting in February 2013 and other public meetings about an aging population in Orange County and Laguna Hills and the need to provide additional senior

housing. The Housing Element contains programs that may benefit the senior population and could provide additional senior housing opportunities, including Senior/Disabled or Limited Income Repair Loan and Grant Program; Promote the Urban Village Specific Plan Area for Housing Opportunities . . . (General Plan, p. H-20).

The General Plan Land Use Element supports and encourages productive, compatible, and transitional development types and concepts such as that proposed by the Project, as follows:

Goal LU-2: Ensure development is compatible and interdependent with neighboring uses (General Plan, p. LU-31).

Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses (General Plan, p. LU-32).

Policy LU-2.5: Require the use of buffers and transitional areas, such as increased setbacks and extensive landscaping, between new activities and existing land uses (General Plan, p. LU-32).

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

Policy LU-7.4: Encourage private property owners to revitalize, upgrade, and beautify aging and underperforming commercial and business areas (General Plan, p. LU-36).

Policy LU-7.8: Attract and retain a balance of businesses that provide a full range of quality career choices, serving entry level as well as highly trained workers (General Plan, p. LU-36).

Alicia Gateway Opportunity Area (AGOA) Considerations

The Project site and surrounding properties that are designated as Neighborhood Mixed Use/NMU are also located within the Alicia Gateway Opportunity Area (AGOA). The AGOA boundaries are indicated at previous Figure X-2. The General Plan describes the AGOA as follows:

The General Plan features a Neighborhood Mixed Use designation for the entire Alicia Gateway area. The Neighborhood Mixed Use designation will create a moderate density center and gathering place by promoting a mix of retail, housing, and office uses; walkable connections, plazas, and green space for community gatherings; high-quality design and architecture; orientation of buildings toward the street and pedestrians; and accessibility to transit. The Neighborhood Mixed Use designation promotes the development of vertical and horizontal mixed use. Allowed uses include commercial, retail, office, and residential . . . (General Plan, pp. LU 20 – 21).

The Project RCFE land use comports with the range of development types allowed within the AGOA. Moreover, the Project development concepts emulate the high-quality design and architecture envisioned for the AGOA. The Project would provide for new compatible development at the easterly limits of the AGOA. The Project would be designed, implemented, and operated consistent with City requirements, and would support and would not obstruct the City's overall vision for the AGOA as the AGOA continues to develop and redevelop.

As expressed in the preceding General Plan excerpts, the Project would realize productive and compatible reuse of the currently vacant site. Moreover, the Project would appear to fulfill elderly residential care needs at an appropriate location and in a manner envisioned by the City General Plan. As supported by the preceding discussions, the Project is considered to be compatible with and supports the City General Plan Land Use Plan.

Zoning Considerations

Existing Zoning designations are presented at Figure X-3. The Project site is currently Zoned Neighborhood Mixed Use (NMU). As a Community Care Facility that would accommodate 7+ persons, the Project is not currently permitted or conditionally permitted in the NMU Zone District. To allow for the Project, the Applicant has requested that the City Municipal Code, Chapter 9-64, Table 9-64.040 be amended to identify *Community Care Facilities 7 + Occupants* as a conditionally permitted use within the NMU Zone District.

Table 9-64.040 is excerpted in pertinent part below – the proposed Zoning Text Amendment (ZTA) at Table 9-64.040 is indicated by **bold underlined** text below:

Table 9-64.040
Required Permit for Community Care Facilities – 7 + Occupants

Land Use	Zone(s)	Permitted	Conditionally Permitted	Permits Required
...	...	...	...	...
Residential care facility for the elderly	• Village commercial • Mixed use • <u>Neighborhood Mixed Use</u>		X	Conditional use permit
...	...	...	...	...

Source: City of Laguna Hills Municipal Code, Chapter 9-64 *Community Care Facilities*.

Correlating Municipal Code Section 9-64.040.B(2) would be amended as follows:

Community care facilities for seven or more individuals are permitted in the village commercial and mixed use zones subject to a conditional use permit and are subject to the development standards of the zone in which the facility is located. **Residential care facilities for the elderly are also permitted in the neighborhood mixed use zone subject to a conditional use permit and are subject to the development standards of that zone.**



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The Project is considered consistent with land uses envisioned for the subject site under the City General Plan; and would be conditionally permitted contingent upon approval of the requested ZTA. The proposed ZTA is considered appropriate for the following reasons:

- The Project in total is considered a low-intensity use; is no more intense than other existing vicinity development within the encompassing Neighborhood Mixed Use General Plan Land Use and overlying NMU Zone District; and would be no more intense than other uses that are permitted or conditionally permitted in the NMU Zone. As with the Project, other RCFEs that may be proposed within the NMU district would be evaluated by the City for land use compatibility.
- If allowed as a conditionally permitted use within the NMU Zone, the City would have broad power to define and regulate the Project final design and its operations pursuant to codified Conditional Use Permit (CUP), and Site Development Permit (SDP) processes. Any other RCFEs that may be proposed would similarly be subject to City CUP and SDP processes. More specifically, Municipal Code Chapter 9-92, *Application Process and Submittal Requirements*, Section, 9-92.090, *Conditional approvals* provides the following:

[Project] Conditions may address, but are not limited to the following:

- A. Hours of operation;
- B. Increased buffering and or landscape areas;
- C. Parking and loading improvements;
- D. Dedications and improvements to public rights-of-ways;
- E. Distances between similar or identical uses;
- F. Development of amenities called for in any specific plan or precise plan of which the use may be a part;
- G. Specified time period in which to implement the use;
- H. A specific renewal or expiration date for the development application;

- I. Other conditions as the hearing body or approval body shall deem necessary to insure consistency of the use to the general plan and protection of the health, safety, and welfare of the community.

Complementing the above noted CUP requirements, the associated SDP if/as approved by the City would require the following findings:

- That the proposed site design complies with standards of the development code;
- That the subject site is suitable for the proposed development;
- That the proposed development is consistent with the general plan and applicable design guidelines;
- That the proposed site design and structural components are appropriate for the site and function of the proposed uses.

Supporting required SDP findings, preliminary Project design concept indicates that the Project would conform to the NMU development standards, as summarized at Table X-1. Any other RCFEs that may be proposed within the NMU Zone District would similarly be required to demonstrate consistency with the City's NMU development standards.

Table X-1
Project/NMU Zone District Development Standards Consistency

Attribute	Standard	Remarks
Minimum lot size	10,000 sq. ft.	Consistent: The Project site is approximately 2.5 acres.
Minimum lot width	50 ft.	Consistent: The Project site minimum width is estimated at > 300 ft.
Minimum lot depth	100 ft.	Consistent: The Project site minimum depth is estimated at > 300 ft.
Maximum lot coverage	50% (70% with parking structure)	Consistent: The Project bldg. area (approximately 31,500 sq. ft.) represents a Lot Coverage of approximately 29 percent.
Maximum density	0.38 FAR (including a maximum of 0.08 residential FAR for projects including residential uses)	Consistent: The Project bldg. area (approximately 31,500 sq. ft.) represents a FAR of approximately 29 percent.

Table X-1
Project/NMU Zone District Development Standards Consistency

Attribute	Standard	Remarks
Maximum building height	40 ft.	Consistent: The Project maximum bldg. height would range from 21 – 25 feet.
Minimum setback—front: -Parking lot -Parking structure -Building	• 10 ft.* • 20 ft.* • 10 ft.*	Consistent: The Project minimum front setback from adjacent Paseo De Alicia is estimated at greater than 100 feet.
Minimum setback—side (interior)	• 10 ft. abutting residential* • 10 ft. abutting nonresidential*	Consistent: A minimum 10 foot (interior) setback from westerly adjacent non-residential uses would be maintained. Minimum setback from northerly adjacent non-residential uses is estimated at greater than 20 feet. Minimum setback from easterly adjacent residential uses is estimated at greater than 50 feet.
Minimum setback—street side	10 ft.*	Consistent: Minimum setback from adjacent Bentley Lane is estimated at greater than 50 feet.
Minimum setback—rear	20 ft. abutting residential* 10 ft. abutting nonresidential*	Consistent: See Remarks at “Minimum setback—side (interior)”
Minimum open space: -Public -Private	• N/A • N/A	
Minimum landscape coverage	15%	Consistent: The Project would implement landscaping consistent with City requirements.
Minimum building separation: Main→Main Main→Accessory Accessory→Accessory	• 10 ft. • 2.5 ft. • 2.5 ft.	Not Applicable (no accessory buildings are proposed).

Table X-1
Project/NMU Zone District Development Standards Consistency

Attribute	Standard	Remarks
Parking	See [Municipal Code] Chapter <u>9-44</u>	Consistent: Project residents would not drive, and no resident parking spaces would be required. On-site parking spaces (28 total) would be provided for staff and visitors. Parking would equate to 0.39 spaces per licensed bed (a minimum of 0.33 spaces per bed is required (Municipal Code Table 9-44.A- Convalescent Hospital, Rest Home, Sanitarium). Designated loading/service areas would be provided at the rear of the proposed building.
Signage	See [Municipal Code] Chapter <u>9-42</u>	Consistent: Nominal Project signage is proposed and would comprise site/facility identification and directional signs. All Project signs would conform to Municipal Code Chapter 9-42 requirements.

Sources: Development Standards from Municipal Code Table 9-29.040 Neighborhood Mixed Use Development Standards; Remarks by Applied Planning, Inc.

* Modifications to setbacks may be allowed. To promote increased pedestrian activity, provide for unified street frontage, ensure privacy and light for residential uses, provide for public spaces, and promote compatibility with existing development, setbacks may be modified in connection with a precise plan of development as set forth at Municipal Code Section 9-29.050.

Given the regulatory controls available to the City, it is reasonable to conclude that the Project and any other RCFEs if/as approved by the City pursuant to the required Conditional Use Permit, and Site Development Permit approval, would realize a compatible development that would be designed, constructed and operated in compliance with all applicable City requirements. The Project as regulated by its Conditional Use Permit/Site Development Permit requirements provides further assurance of its design and operational compatibilities within the Neighborhood Mixed Use Zone District. Based on the preceding, with approval of the requested Zone Text Amendment, the Project would be consistent with the City Zoning Ordinance.

Other Land Use Considerations

The site's current vacant Phillips Mazda auto dealership offers no benefits to the City, and the abandoned site does not support the City's vision for the General Plan Neighborhood Mixed Use Land Use, AGOA, or the NMU Zone District. In contrast, the Project proposes a productive reuse of the vacant Phillips Mazda auto dealership; would arguably improve the visual perception of the subject site; and would represent an overall enhancement of the area that would be consistent with the City General Plan Land Use Plan, the AGOA, and the City Zoning Ordinance (as amended). Within the range of potential uses that could be implemented under the site's current land use designations, the Project RCFE is one of the least intense, and would provide an appropriate compatible transitional land use between the Neighborhood Mixed Use General Plan Land Use/Zone District and the abutting General Plan Low Density Residential Land Use/LDR Zone District. The site's current grade differential (10 – 15 feet) relative to, and the proposed +/- 50-foot setback from, adjacent residential properties would act to diminish potential localized effects of the Project furthering its transitional land use attributes.

Summary and Conclusions

The previous discussions support the following findings:

- The Project proposes uses and design concepts that are compatible with the intent and purpose of the current Project site General Plan Land Use designation (Neighborhood Mixed Use); and current Zoning designation (Neighborhood Mixed Use, NMU).
- The Project is substantially less intense than existing development evident within the adjacent Neighborhood Mixed Use/NMU land uses. Of the range of uses that could be implemented under the site's current land use designations, the Project RCFE is one of the least intense, and would provide an appropriate compatible transitional land use between the Neighborhood Mixed Use General Plan Land Use/NMU Zone District and the abutting General Plan Low Density Residential Land Use/LDR Zone District.

- The City retains extensive control over the Project design and operations through required Conditional Use Permit (CUP), and Site Design Permit (SDP) review and approval processes, further ensuring consistency of the Project with City land use designations and compatibility of the Project with proximate land uses.
- The Project, if approved by the City pursuant to the requested ZTA, and required CUP, SDP and PP, would also conform to and support the vision for the Alicia Gateway Opportunity Area (AGOA).
- The Project proposes a productive reuse of the vacant Phillips Mazda auto dealership; would arguably improve the visual perception of the subject site; and would represent an overall enhancement and significant investment in the area that would be consistent with applicable provisions of the City General Plan, the AGOA, and the City Zoning Ordinance.
- It is recommended that the City of Laguna Hills Municipal Code (Zoning Ordinance Text) be amended to allow RCFE developments, such as that proposed by the Project, be conditionally permitted within the NMU Zone District.

Based on the preceding, with approval of the requested Zone Text Amendment to conditionally permit RCFEs such as that proposed by the Project within the NMU Zone District, the potential for the Project to conflict with the City General Plan, provisions of the AGOA, or City Zoning Ordinance would be less-than-significant. Because the Project would be consistent with City General Plan, provisions of the AGOA, and City Zoning Text as amended, the potential for the Project to cause a significant environmental impact due to a conflict with any land use plan, land use policy, or land use regulation adopted for the purpose of avoiding or mitigating an environmental effect would be less-than-significant.

c) Would the Project conflict with any applicable habitat conservation plan (HCP) or natural community conservation plan (NCCP)?

Less-Than-Significant Impact. The Project site is currently overcovered with asphalt and concrete with and is located in an urban area. The Project site is not located in or adjacent to an existing Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP). On this basis, the potential for the Project to conflict with any applicable habitat conservation plan (HCP) or natural community conservation plan (NCCP) is considered less-than-significant. Please refer also to Checklist Item IV. *Biological Resources.*

Sources: Laguna Hills General Plan, July 2009; Laguna Hills Municipal Code, February 2018; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
XI. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and to the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Substantiation:

a) Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?

b) Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. The City of Laguna Hills is built out and there are no active mineral resources extraction areas within the City, nor are there known mineral resources of local or regional importance within the City (General Plan Final Program EIR, p. 5.6-13). On this basis, the Project would have no potential to result in the loss of availability of a known mineral resource that would be of value to the region and to the residents of the state; or result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

Sources: Laguna Hills General Plan, July 2009; Laguna Hills General Plan Final Program EIR, June 2009; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
XII. NOISE. Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise?	☐	☐	☒	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use	☐	☐	☒	☐

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
airport, would the project expose people residing or working in the project area to excessive noise levels?				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

Substantiation:

Information presented in *ActivCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019 (Project Noise Impact Memo) is summarized within, and provides the basis for, the following discussions. The Project Noise Impact Memo is presented in its entirety at IS/MND Appendix E.

SIGNIFICANCE THRESHOLDS

Noise and vibration significance thresholds employed within these discussions are presented below, and are summarized at Table XII-1. Noise or vibration levels exceeding these thresholds would be considered potentially significant. Please refer also to the Project Noise Impact Memo, pp. 6 –9, *Significance Criteria Summary*.

Operational-Source Noise

Potential to exceed an applicable standard:

- If Project-related operational (stationary source) noise levels received at area land uses exceed the City's exterior 55 dBA L₅₀ daytime or 50 dBA L₅₀ nighttime noise level standards for sensitive residential land uses, or 60 dBA L₅₀ for community support uses. These standards shall not be exceeded for a cumulative period of 30 minutes (L₅₀), or plus 5 dBA cannot be exceeded for a cumulative period of more than 15 minutes (L₂₅) in any hour, or the standard plus 10 dBA for a cumulative

period of more than 5 minutes (L8) in any hour, or the standard plus 15 dBA for a cumulative period of more than 1 minute (L2) in any hour, or the standard plus 20 dBA at any time (Lmax) (City of Laguna Hills Municipal Code, Section 5-24.050).

Potential to result in substantial permanent increase in ambient conditions:

- If ambient noise levels at potentially affected receivers:
 - o Are less than 60 dBA L₅₀ and Project operations result in a 5 dBA L₅₀ or greater noise level increase;
 - o Range from 60 to 65 dBA L₅₀ and Project operations result in a 3 dBA L₅₀ or greater noise level increase; or
 - o Already exceed 65 dBA L₅₀, and Project operations result in a 1.5 dBA L₅₀ or greater noise level increase.

Construction-Source Noise and Vibration

Potential to exceed an applicable standard; Potential to result in substantial temporary/periodic increase in ambient conditions:

- If Project construction activities:
 - o Create noise levels exceeding 85 dBA Leq at potentially affected receivers;
 - o Create vibration levels exceeding 80 VdB at potentially affected receivers.

**Table XII-1
Summary of Significance Thresholds**

Noise Source/Type	Receptor Land Use	Ambient Condition/ Exposure Scenario	Significance Criteria
Operations	Noise Sensitive	All	Acceptable Noise Levels per Municipal Code, Section 5-24.050
		ambient < 60 dBA L ₅₀	≥ 5 dBA L ₅₀ Project increase
		ambient 60 – 65 dBA L ₅₀	≥ 3 dBA L ₅₀ Project increase
		ambient 60 > 65 dBA L ₅₀	≥ 1.5 dBA L ₅₀ Project increase
Construction	Noise/ Vibration Sensitive	Noise Exposure	85 dBA Leq
		Vibration Exposure	80 VdB

Source: *ActioCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.

a) Would the Project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less-Than-Significant Impact. To establish baseline noise conditions, ambient noise levels were monitored and recorded at proximate noise-sensitive receptor land uses. Noise monitoring locations and representative ambient noise conditions are presented at Table XII-2. Noise monitoring locations are mapped at Figure XII-1.

**Table XII-2
Ambient Noise Conditions**

Location	Distance to Project Boundary (Feet)	Description	Average Noise Levels (dBA L _{eq})		Average Median Noise Levels (dBA L ₅₀)	
			Daytime	Nighttime	Daytime	Nighttime
L1	0	Located at the northern Project site boundary adjacent to the existing Guidepost Montessori School.	57.7	52.3	52.9	49.4
L2	0	Located at the southern site boundary adjacent to existing residential homes on Bentley Lane.	56.9	49.7	53.5	45.8
L3	85	Located south of the Project site adjacent to an existing public storage use and residential homes south of Bentley Lane.	63.4	54.4	51.3	46.9
L4	500	Located on Alicia Parkway adjacent to an existing commercial parking lot and residential homes.	72.8	69.3	70.2	60.9

Source: *ActivCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.



Noise-Sensitive Receptors

Locations of proximate sensitive receptors relative to Project construction noise sources and Project operational noise sources are presented at Figures XII-2 and XII-3, respectively.

Construction-Source Noise Impacts

Project construction-source noise would temporarily and intermittently affect proximate off-site land uses. Project construction-source noise would result from on-site construction activities, such as site preparation, grading, building construction, paving, and architectural coating. Consistent with Municipal Code requirements, Project construction activities would be limited to 7:00 AM to 8:00 PM on weekdays, 8:00 AM to 8:00 PM on Saturdays, with no activity allowed on Sundays and Federal holidays. Maximum construction-source noise levels received at proximate residential land uses are summarized and compared to applicable thresholds at Table XII-3.

Table XII-3
Maximum Received Construction-Source Noise Levels (dBA Leq)

Receiver Location/ Land Use	Maximum Hourly Noise Level	Threshold	Threshold Exceeded?
R1/School	71.1	85	No
R2/Residential	71.3	85	No
R3/Residential	69.5	85	No
R4/Residential	77.1	85	No

Source: *ActivoCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.

As indicated at Table XII-3, received construction-source noise levels would not exceed applicable thresholds and would therefore be less-than-significant.

Moreover, when the greatest Project construction-source noise levels are combined with the existing daytime ambient noise levels at each receiver location, the total temporary Project construction and ambient noise level at each receiver location would range from 70.4 to 78.5 dBA Leq and would not exceed the 85 dBA Leq threshold.

**LEGEND:**

- Receiver Locations
- 6' Existing Barrier Height (in feet)
- Existing Barrier
- Construction Activity
- Distance from receiver to construction activity (in feet)
- 50-foot buffer for large bulldozers (> 80,000 lbs) and loaded trucks.



NOT TO SCALE
Source: Urban Crossroads; Applied Planning, Inc.

Figure XII-2
Receptor Locations in Relation to
Construction Noise Sources



Table XII-4
Temporary Construction-Source Noise Level Increases

Receiver Location	Construction Noise Levels (dBA L _{eq})				
	Maximum Construction-Source Noise Levels	Daytime Ambient Noise Levels	Combined Construction-Source Noise and Ambient	Threshold	Threshold Exceeded?
R1	71.1	57.7	71.3	85	No
R2	71.3	56.9	71.5	85	No
R3	69.5	63.4	70.4	85	No
R4	77.1	72.8	78.5	85	No

Source: *ActioCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.

As indicated at Table XII-4, Project construction-source noise increases to ambient conditions would not exceed applicable thresholds and would therefore be less-than-significant. Based on the preceding, the potential for Project construction-source noise to result in exposure to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies is considered less-than-significant.

Operational-Source Noise Impacts

Project operational noise sources would include roof-top air conditioning units, parking lot vehicle movements, and trash removal. Table XII-5 summarizes and compares maximum received Project operational-source noise levels with applicable thresholds.

Table XII-5
Maximum Received Operational-Source Noise Levels

		L ₅₀	L ₂₅	L ₈	L ₂	L _{max}	Threshold Exceeded?
Standard	Daytime	55	60	65	70	75	---
	Nighttime	50	55	60	65	70	---
Receiver Location/Land Use		Noise Level at Receiver					
R1/School		40.5	42.2	45.5	49.5	58.2	No
R2/Residential		40.0	41.9	45.3	49.4	57.7	No
R3/Residential		41.4	43.6	47.4	51.5	58.2	No
R4/Residential		46.8	51.1	57.4	62.4	66.4	No

Source: *ActioCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.

As indicated at Table XII-5, received operational-source noise levels would not exceed applicable thresholds and would therefore be less-than-significant.

Project operational noise level increases in the context of ambient conditions were also evaluated. Noise levels that would be experienced at receiver locations when Project operational-source noise is added to ambient daytime and nighttime conditions are summarized and compared with applicable thresholds at Tables XII-6 and XII-7, respectively.

Table XII-6
Daytime Operational-Source Noise Level Increases (dBA)

Receiver Location/ Land Use	Project Noise Level	Ambient Noise Levels	Combined Project and Ambient	Project- Generated Noise Increase	Threshold Std. (Increment)	Threshold Exceeded?
R1/School	40.5	52.9	53.1	0.2	5.0	No
R2/Residential	40.0	53.5	53.7	0.2	5.0	No
R3/Residential	41.4	53.5	53.5	0.3	5.0	No
R4/Residential	46.8	53.5	54.3	0.8	5.0	No

Source: *ActivoCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.

Table XII-7
Nighttime Operational-Source Noise Level Increases (dBA)

Receiver Location/ Land Use	Project Noise Level	Ambient Noise Levels	Combined Project and Ambient	Project- Generated Noise Increase	Threshold Std. (Increment)	Threshold Exceeded?
R1/School	40.5	49.4	49.9	0.5	5.0	No
R2/Residential	40.0	45.8	46.8	1.0	5.0	No
R3/Residential	41.4	45.8	47.2	1.4	5.0	No
R4/Residential	46.8	45.8	49.3	3.9	5.0	No

Source: *ActivoCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.

As indicated at Tables XII-6 and XII-7, Project operational-source noise increases to ambient conditions would not exceed applicable thresholds and would therefore be less-than-significant.

Based on the preceding discussions, the potential for the Project to result in exposure of persons to or generation of noise in excess of applicable standards is considered less-than-significant.

b) Would the Project result in exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels?

Less-Than-Significant Impact. The City of Laguna Hills has not established specific vibration level standards. Within this analysis, the Federal Transit Administration (FTA) 80 VdB (Vibration Decibels) threshold for human annoyance is employed to evaluate the significance of Project vibration impacts. Project operations would not require uses or facilities that would be potential sources of vibration. However, Project construction activities may result in perceptible vibration at proximate land uses.

The analyses presented below reflect incorporation of the following Project Noise-Vibration Best Management Practice.

Noise/Vibration BMP-1 (MM NOI-1). *A 50-foot-wide buffer zone is established and shall be staked along the Project site easterly boundary. Within this buffer zone, use of loaded trucks and large bulldozers (80,000 lbs. and above) is prohibited.*

To ensure its monitored implementation, Noise/Vibration BMP-1 is restated as Mitigation Measure NOI-1 within the Project Mitigation Monitoring Program (MMP), IS/MND Section 5.0. Please refer also to IS/MND Section 2.0, *Project Description*; 2.4.10, *Project Implementation-Air Quality/Noise Best Management Practices (BMPs)*.

Construction activity can result in varying degrees of ground vibration, depending on the equipment and methods used, distance to the affected structures and soil type. It is expected that ground-borne vibration from Project construction activities would cause only intermittent, localized intrusion.

The Project's construction activities most likely to cause vibration impacts are:

- **Heavy Construction Equipment:** Although all heavy mobile construction equipment has the potential of causing at least some perceptible vibration while operating close to buildings, the vibration is usually short-term and is not of sufficient magnitude to cause building damage. Heavy equipment such as large bulldozers would not operate close enough to any residences to cause a potentially significant vibration impact. Project construction would not require use of pile drivers, blasting, or other construction practices or construction equipment that would result in potentially significant vibration impacts.
- **Trucks:** Trucks hauling building materials to construction sites can be sources of vibration intrusion if the haul routes pass through residential neighborhoods on streets with bumps or potholes. Repairing the bumps and potholes generally eliminates the problem.

Ground-borne vibration levels resulting from construction activities occurring within the Project site were estimated by data published by the Federal Transit Administration (FTA). Using methodology published by the FTA, it is possible to estimate Project vibration impacts. Per FTA criteria, infrequent vibration impacts exceeding 80 VdB received at sensitive receptors would result in annoyance. For the purposes of this analysis, received vibration impacts exceeding 80 VdB are considered potentially significant.⁹ Table XII-8 presents Project-related vibration levels that can be expected at each of the sensitive receiver locations.

⁹ As a frame of reference, FTA criteria indicate that vibration impacts exceeding 100 VdB would result in minor cosmetic damage to fragile buildings.

Table XII-8
Maximum Received Construction-Source Vibration Levels (VdB)

Receiver Location/ Land Use	Maximum Received Vibration Level	Threshold	Threshold Exceeded?
R1/School	78.0	80.0	No
R2/Residential	78.0	80.0	No
R3/Residential	78.0	80.0	No
R4/Residential	78.0	80.0	No

Source: *ActivoCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019.

Notes: Minimum separation of 50 feet between heavy equipment operations and nearest receptors per Noise BMP-1.

As shown above, based on FTA vibration standards, Project construction activities would not result in potentially significant vibration impacts at proximate receptor land uses. Further, vibration levels at sensitive receivers would not be sustained during the entire construction period, but rather would occur only during the times that heavy construction equipment is operating simultaneously adjacent to the Project site perimeter. On this basis, the potential for the Project to result in exposure of excessive vibration is considered less-than-significant.

c) Would the Project result in a substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?

Less-Than-Significant Impact. As discussed at Checklist Item XII a., Project operational-source noise levels would not exceed applicable noise thresholds. As such, the potential for the Project to result in a substantial permanent increase in ambient noise levels in the Project vicinity is considered less-than-significant.

d) Would the Project result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?

Less-Than-Significant Impact. As discussed at Checklist Item XII a., temporary or periodic increased noise levels resulting for Project construction activities would not exceed applicable noise thresholds. The Project does not otherwise propose or require uses or activities that would result in potentially significant temporary or periodic noise

increases. On this basis, the potential for the Project to result in a substantial temporary increase in ambient noise levels in the Project vicinity is considered less-than-significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Less-Than-Significant Impact. The Project site is not located within an airport land use plan, nor is it located within two (2) miles of any airport or private airstrip. The nearest airport is John Wayne International Airport, approximately 10 miles northwesterly of the Project site. Physical separation of the Project site from the airfield facilities acts to preclude potential interference with airport facilities, their operations or related airfield/aircraft noise. Further, the Project does not propose elements or aspects that would affect airfield/aircraft noise. The potential for the Project to expose people residing or working in the Project area to excessive noise levels associated airfield/aircraft operations is therefore considered less-than-significant.

Sources: Laguna Hills General Plan Final Program EIR, June 2009; Laguna Hills General Plan, July 2009; Laguna Hills Municipal Code, February 2018; *ActivCare Laguna Hills Noise Impact Assessment Memorandum* (Urban Crossroads, Inc.) January 3, 2019; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
XIII. POPULATION AND HOUSING. Would the project:				
a) Induce substantial population growth in the area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through the extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Substantiation:**a) Would the Project induce substantial population growth in the area, either directly or indirectly?**

Less-Than-Significant Impact. Construction of the Project would provide short-term, temporary jobs over an approximately 12-month period. The Project construction work force would predominantly comprise existing area residents, and workers would not be anticipated to relocate their places of residence as a consequence of working on the Project. On this basis, Project construction activities would not induce substantial population growth in the area, either directly or indirectly.

An additional 47 maximum staff positions (maximum staff per shift 24 persons) ¹⁰ would be provided by the Project. RCFE staff would also likely comprise local area residents and would not represent substantial population growth in the area.

The proposed RCFE is a specialized care facility that would accommodate a finite and nominal on-site resident population – 72 persons. It can also be expected that a certain portion of the RCFE residents would not be new to the area, but rather would be relocated from their existing local place of residence, without any resulting incremental area population growth.

The RCFE on-site residents (72) plus RCFE staff (maximum 47 persons) would approximate 119 persons, representing approximately 0.38 percent (0.0038) of the City total population of 31,318¹¹, and would not be a substantial increase in area population growth.

The Project does not otherwise propose or require improvements that would induce substantial growth.

Based on the preceding, the potential for the Project to induce substantial population growth in the area, either directly or indirectly is considered less-than-significant.

b) Would the Project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

c) Would the Project displace substantial numbers of people necessitating the construction of replacement housing elsewhere?

No Impact. The Project would be implemented on property that was previously developed with commercial uses but is now vacant. Housing does not exist within the vacant Project

¹⁰ Staffing information provided by ActivCare Living, Inc.

¹¹ <https://www.census.gov/quickfacts/fact/table/lagunahillscitycalifornia/PST045217#viewtop>; July 1, 2017 City of Laguna Hills population estimate.

site, and therefore no housing or residents would be displaced by the Project. No construction of replacement housing is proposed or required.

Based on the preceding, there is no potential for the Project to displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere; or displace substantial numbers of people necessitating the construction of replacement housing elsewhere.

Sources: United States Census Bureau Quick Facts – Laguna Hills City, California; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
XIV. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of the new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire Protection?	☐	☐	☒	☐
b) Police Protection?	☐	☐	☒	☐
c) Schools?	☐	☐	☒	☐
d) Parks?	☐	☐	☒	☐
e) Other public facilities?	☐	☐	☒	☐

Substantiation:

a) Would the Project result in substantial adverse physical impacts associated with the provision of the new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts?

Less-Than-Significant Impact. Existing fire protection and emergency medical services are available to the Project, and would be provided by the Orange County Fire Authority (OCFA). The OCFA provides rescue, fire prevention, fire investigation, hazardous materials response, public information/education, paramedic and ambulance transport services. The City of Laguna Hills is served by Fire Station #22, located on Paseo de Valencia in nearby Laguna Woods. Based on mutual aid agreements, additional fire stations are available to assist Station #22 with supplemental resources under emergency conditions.

The approximately additional 31,500-square-foot, 72-bed RCFE facility would incrementally increase demands on area fire protection and emergency response services. In 2017, OCFA served approximately 1.8 million residents and responded to approximately 141,900 incidents (fires, EMS, hazmat, et al.).¹² Assuming a roughly proportional service response to residents served ratio, the less than 100 persons (RCFE residents + on-site staff) resulting from the Project would generate approximately 7.9 incident service calls annually. It is not anticipated that this increment of service demand would require new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts.

Moreover, to ensure adequate fire protection services are maintained and incremental demands on fire protection services and emergency response services are minimized, the Project would be designed and constructed consistent with applicable City and OCFA requirements. To these ends, the Project would be required to comply with agency-specific criteria outlined in the Project Conditions of Approval. Compliance with these

¹² See: *Orange County Fire Authority 2017 Statistical Annual Report.*

<https://www.ocfa.org/Uploads/Transparency/OCFA%20Annual%20Report%202017.pdf>

Conditions of Approval and subsequent OCFA requirements would be implemented through the City's final site plan, building plan check/building permit review, and certificate of occupancy processes. Compliance with these requirements would further reduce potential demands for, and impacts upon, fire department and emergency response services.

Based on the above discussions, the potential for the Project to require new or physically altered fire protection facilities the construction of which could cause significant environmental impacts is considered less-than-significant.

b) Would the Project result in substantial adverse physical impacts associated with the provision of or need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts?

Less-Than-Significant Impact. Police protection services for the Project site and vicinity properties are currently provided under contract by the Orange County Sheriff's Department (OCSD). The nearest OCSD facility is the Aliso Viejo Station located at 11 Journey, Aliso Viejo, CA 92656, located approximately 4 road miles southerly of the Project site.

As with the nominal incremental demand on fire/emergency repose services, the Project increment of resident population is not anticipated to generate service demands warranting new or physically altered police protection facilities, the construction of which would result in significant environmental impacts.

Nonetheless, implementation of the Project could incrementally increase demands for police protection services protection services within the City and region. Provision and maintenance of adequate police protection services for the Project would be realized generally through a combination of Project site and facility designs that incorporate appropriate safety and security elements and continued adequate law enforcement funding.

Also, in an effort to maintain the low crime rate, the General Plan contains policies and programs that promote neighborhood safety through neighborhood watch and community-oriented policing programs as well as through the design principles, such as Crime Prevention through Environmental Design (CPTED) (General Plan Final Program EIR, p. 5.12-15).

Moreover, the Project would be required to comply with agency-specific criteria outlined in the Project Conditions of Approval. Compliance with these Conditions of Approval and subsequent OCSD requirements would be implemented through the City's final site plan, building plan check/building permit review, and certificate of occupancy processes. Compliance with these requirements would further reduce potential demands for, and impacts upon, police protection services.

Based on the preceding, the potential for the Project to result in the need or requirement for new physical facilities for police protection services, the construction of which would result in potentially significant environmental impacts, is less-than-significant.

c) Would the Project result in substantial adverse physical impacts associated with the provision of or need for new or physically altered school facilities, the construction of which could cause significant environmental impacts?

Less-Than-Significant Impact. Development of the Project could nominally affect the City resident population by at most approximately 119 persons, or an 0.38 percent (0.0038) increase in City population. Any related demands for school services would also be nominal and not of themselves considered sufficient to warrant new or physically altered facilities, the construction of which could cause significant environmental impacts.

The City of Laguna Hills is served by the Saddleback Valley Unified School District. Mandated school impact fees would be paid acting to offset Project-source incremental demands on school services. The Saddleback Valley Unified School District Statutory School fees assessed for commercial projects (fiscal year 2017-2018, the latest dates of

record) is \$0.56/square foot.¹³ Payment of school impact fees would offset any nominal incremental school services demands resulting from the Project.

Based on the preceding, the potential for the Project to result in substantial adverse physical impacts associated with the provision of the new or physically altered school facilities or school services is considered less-than-significant.

d) Would the Project result in substantial adverse physical impacts associated with the provision of the new or physically altered park facilities, the construction of which could cause significant environmental impacts?

Less-Than-Significant Impact. Development of the Project could nominally affect the City resident population by at most approximately 119 persons, or a 0.38 percent (0.0038) increase in City population. Any related demands for parks facilities or parks services would also be nominal and not of themselves considered sufficient to warrant new or physically altered facilities, the construction of which could cause significant environmental impacts.

Based on the preceding, the potential for the Project to result in substantial adverse physical impacts associated with the provision of the new or physically altered park facilities is considered less-than-significant.

e) Would the Project result in substantial adverse physical impacts associated with the provision of the new or physically altered “other” public facilities, the construction of which could cause significant environmental impacts?

Less-Than-Significant Impact. Development of the Project could nominally affect the City resident population by at most approximately 119 persons, or an 0.38 percent (0.0038) increase in City population. Any related demands for public facilities or services (e.g., libraries, arts and entertainment centers, and human services) would also be nominal and

¹³ City of Laguna Hills Building Department Development Fees Fiscal Year 2017- 2018, Laguna Hills.

not of themselves considered sufficient to warrant new or physically altered facilities, the construction of which could cause significant environmental impacts.

Development of the Project would also require established public agency oversight including, but not limited to, various plan check and permitting actions by the City. Impacts of the Project would fall within routine tasks of these agencies/departments and are paid for via plan check and inspection fees.

Impacts of the Project would therefore not be of such magnitude that new or physically altered facilities would be required. On this basis, the potential for the Project to result in substantial adverse physical impacts associated with new or physically “other” public facilities is therefore considered less-than-significant.

Sources: Laguna Hills General Plan, July 2009; Laguna Hills General Plan Final Program EIR, June 2009; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
XV. RECREATION				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Substantiation:

a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Less-Than-Significant Impact. Development of the Project could nominally affect the City resident population by at most approximately 119 persons, or an 0.38 percent (0.0038) increase in City population.

Residents of the proposed RCFE do not comprise a demographic that would create potentially significant demands on existing neighborhood and regional parks or other recreational facilities. That is, potential demands on existing neighborhood and regional parks or other recreational facilities resulting from the <50 RCFE employees would be nominal, and would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Base on the preceding, the potential for the Project to increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial *physical* deterioration of the facility would occur or be accelerated is considered less-than-significant.

b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Less-Than-Significant Impact. The Project does not include recreational facilities. Residents of the proposed RCFE do not comprise a demographic that would create potentially significant demands on area recreation facilities. That is, demands potentially resulting from the <50 RCFE employees would be nominal, and would not warrant construction

or expansion of recreational facilities which might have an adverse physical effect on the environment.

Based on the preceding, the potential for the Project to include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment is considered less-than-significant.

Sources: Laguna Hills General Plan, July 2009; Laguna Hills General Plan Final Program EIR, June 2009; ActivCare Laguna Hills RCFE Design Concepts, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact

XVI. TRANSPORTATION/TRAFFIC. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | ☐ | ☐ | ☒ | ☐ |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | ☐ | ☐ | ☒ | ☐ |

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☒	☐
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☒	☐

Substantiation:

Information and analysis presented here is summarized from *ActivCare Laguna Hills Trip Generation Evaluation* (Urban Crossroads, Inc.) January 4, 2019 (Project Trip Generation Evaluation). The Project Trip Generation Evaluation in its entirety is presented at IS/MND Appendix F.

a) Would the Project conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

b) Would the Project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Less-Than-Significant Impact. The Project trip generation estimate is presented at Table XVI-1.

**Table XVI-1
Project Trip Generation**

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
RCFE (Assisted Living-ITE Land Use Code 254)	72	BEDS	9	5	14	7	12	19	187

Source: *ActivCare Laguna Hills Trip Generation Evaluation* (Urban Crossroads, Inc.) January 4, 2019; Trip Generation Source: Institute of Transportation Engineers (ITE), *Trip Generation Manual*, Tenth Edition (2017).

As indicated at Table XVI-1, during peak-hour conditions, the Project would generate one vehicle trip every three minutes (60 minutes/19 vehicles). The low Project trip generation and traffic contributions would be likely indiscernible in the context of existing conditions. On this basis, the Project's potential traffic impacts would be less-than-significant. This is consistent with traffic impact analysis screening thresholds indicated in the *City of Laguna Hills Traffic Study Analysis Guidelines* (City of Laguna Hills) August 31, 2010. Pursuant to the Traffic Study Analysis Guidelines, when a project adds 50 or more trips during either the AM, Midday or PM peak hours, potentially significant traffic impacts may result, and a project Traffic Impact Analysis (TIA) is typically needed. Since the ActivCare Laguna Hills peak hour project is estimated to add no more than 19 peak hour project trips, traffic impacts would typically not be considered potentially significant and a full TIA is not required. The conclusion that the Project would not result in potentially significant traffic impacts is further supported by findings of the General Plan Final Program EIR. In this regard, development proposed by the Project is consistent with and would be no more intense than that anticipated by the General Plan. The General Plan Final Program EIR concludes that buildout of the City pursuant to the

General Plan would not result in potentially significant traffic and circulation impacts, including traffic impacts at congestion management plan (CMP) facilities (General Plan Final Program EIR, p. 2-25, et al.).

Based on the preceding, the potential for the Project to conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system; or conflict with an applicable congestion management program is considered less-than-significant.

c) Would the Project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

Less-Than-Significant Impact. The nearest airport is John Wayne International Airport, approximately 10 miles northwesterly of the Project site. The Project does not propose elements or aspects that would affect air traffic patterns. The potential for the Project to result in a change in air traffic patterns that would result in substantial safety risks is therefore considered less-than-significant.

d) Would the Project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less-Than-Significant Impact. Project site access would be provided by a private STOP-controlled driveway connecting northerly to Paseo De Alicia. Any required roadway frontage improvements along Paseo De Alicia would be implemented consistent with standard City Conditions. The Project does not propose or require off-site circulation system improvements. No new or altered circulation patterns are proposed or required by the Project. The Project does not propose or require traffic or transportation elements or aspects that would be considered inherently or potentially hazardous. All Project access improvements and any improvement of adjacent roadways would conform to City traffic engineering and safety standards.

The potential for the Project to substantially increase hazards to a design feature or incompatible uses is therefore considered less-than-significant.

e) Would the Project result in inadequate emergency access?

Less-Than-Significant Impact. The Project does not propose or require elements or aspects that would obstruct or restrict emergency access to or through the area. In conjunction with the review and approval of building permits, the City will review all plans to assure compliance with all applicable emergency access and safety requirements. Potential temporary traffic/access disruption that may occur during Project construction would be addressed through the implementation of the Project Construction Traffic Management Plan (see: IS/MND Section 2.0, *Project Description*; 2.5.9, *Construction Traffic Management Plan*).

Based on the preceding, the potential for the Project to result in inadequate emergency access is considered less-than-significant.

f) Would the Project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Less-Than-Significant Impact. The Project would implement bicycle, pedestrian, or other transportation amenities consistent with the City Project Conditions of Approval. The Project does not otherwise propose or require elements or aspects that would conflict with adopted alternative transportation policies; nor would the nominal additional traffic generated by the Project decrease the performance or safety of such facilities. The potential for the Project to conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities is therefore considered less-than-significant.

Sources: Laguna Hills General Plan Final Program EIR, June 2009; Laguna Hills General Plan, July 2009; *City of Laguna Hills Traffic Study Analysis Guidelines* (City of Laguna Hills)

August 31, 2010; *ActivCare Laguna Hills Trip Generation Evaluation* (Urban Crossroads, Inc.) January 4, 2019; *ActivCare Laguna Hills RCFE Design Concepts*, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
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XVII. TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or | ☐ | ☒ | ☐ | ☐ |
| b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | ☐ | ☒ | ☐ | ☐ |

Substantiation:

a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource with cultural value to a California Native American tribe, and that is Listed or eligible for listing in the California Register of Historical Resources, or in a

local register of historical resources as defined in Public Resources Code section 5020.1(k)?

b) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource with cultural value to a California Native American tribe, and that is a resource determined by the lead agency to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?

Less-Than-Significant With Mitigation Incorporated. Within the Project site, there are no known Tribal Cultural Resources (TCRs) that are listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). Nor is it anticipated that the Project would adversely affect off-site TCRs. There exists however the potential for encountering as yet unknown TCRs.

Tribal Resources Consultation (Consultation) with requesting Tribes has been initiated as provided for under *AB 52, Gatto. Native Americans: California Environmental Quality Act*. More specifically, the City contacted three tribes about their desire to initiate consultation: the Gabrieleño Band of Mission Indians – Kizh Nation, the San Gabriel Band of Mission Indians, and the Soboba Band of Luiseno Indians. Only one tribe, the Gabrieleño Band of Mission Indians – Kizh Nation (Tribe), requested consultation, which subsequently occurred on November 8, 2018. As one element of the consultation process, the Tribe recommended various mitigation measures addressing Project TCR monitoring and potential discovery of TCRs within the Project site. Applicable mitigation has been incorporated in this IS/MND and is presented below. Please refer also to Gabrieleño Band of Mission Indians – Kizh Nation correspondence provided at IS/MND Appendix G.

TCR-1 Project Tribal Cultural Resources Monitor/Consultant Required. *At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a Project Tribal Monitor/Consultant. If qualified, Project Tribal Monitor/Consultant may also serve as the Project Archaeological Monitor/Consultant noted at previous MM CR-1. The Tribal monitor/consultant shall be approved by the Gabrieleño Band of*

Mission Indians-Kizh Nation Tribal Government and shall appear on the culturally affiliated Tribal Consultant Contact List maintained by the Native American Heritage Commission (NAHC).

TCR-2 Monitoring and Discovery of TCRs. *The Tribal monitor/consultant need only be present during ground-disturbing activities. Monitoring shall conform to current professional standards. Monitoring would end when grading and excavation activities are completed, or when the Tribal monitor/consultant has determined that there remains a low potential for impacting Tribal Cultural Resources (TCRs).*

The Project Tribal Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if TCRs or archaeological resources (finds) of potential significance are encountered. At the direction of the Project Tribal Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.

For finds determined to be of potential significance, preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, mitigation may include implementation of TCR data recovery excavations to remove the resource along with subsequent laboratory processing and analysis.

The Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the Applicant regarding treatment and curation of all TCR finds.

At the conclusion of monitoring activities, the Project Tribal Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City.

With implementation of Mitigation Measures TCR-1 and TCR-2, the potential for the Project to cause a substantial adverse change in the significance of a tribal cultural resource with cultural value to a California Native American tribe, and that is Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k); or cause a

substantial adverse change in the significance of a tribal cultural resource with cultural value to a California Native American tribe, and that is a resource determined by the lead agency to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1 is considered less-than-significant.

Sources: *AB 52, Gatto. Native Americans: California Environmental Quality Act; [Standard Archaeological Records Search and Site Visit for] ActivCare Laguna Hills, Orange County, California.* (McKenna et al.) April 23, 2018; *Protection of Tribal Cultural Resources, Gabrieleño Band of Mission Indians – Kizh Nation*, Revised: August 2018; *Laguna Hills General Plan*, July 2009; *Laguna Hills General Plan Final Program EIR*, June 2009; *ActivCare Laguna Hills RCFE Design Concepts*, June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
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XVIII. UTILITIES AND SERVICE SYSTEMS.

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? | ☐ | ☐ | ☒ | ☐ |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ☐ | ☐ | ☒ | ☐ |
| c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | ☐ | ☐ | ☒ | ☐ |

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

Substantiation:

a) Would the Project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

b) Would the Project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less-Than-Significant Impact. Water service to the Project would be provided by Moulton Niguel Water District (MNWD) via connection to an existing water main located within adjacent Paseo De Alicia. All Project water service lines would be designed, constructed, and maintained consistent with City and MNWD requirements.

Wastewater generated by the Project site would be conveyed for treatment by facilities operated by the South Orange County Wastewater Authority (SOCWA). Sewer service to the Project would be provided via connection to an existing sewer main located northerly of the proposed RCFE building. The existing sewer lateral and 10-foot wide easement traversing the Project site in a general north – south orientation would be relocated along the site’s easterly/southeasterly boundary. Any proposed alignment, realignment or other modification of sewer laterals and associated easements would be subject to City and MNWD requirements. Communication provided by MNWD indicates that upsizing of the existing serving water and sewer mains is not required to serve the Project.¹⁴

No additional or non-standard treatment is required to specifically meet the Project’s water demands. Project-generated wastewater would be typical of commercial/institutional sources, and would not require treatment beyond that provided by existing and programmed facilities. Moreover, the Project will be developed and operated in compliance with the City regulations and standards of the Regional Water Quality Control Board.

The Project would pay applicable water and sewer connection and service fees, which act to fund water and sewer service improvement plans, operations, and maintenance. The City in consultation with affected purveyors would determine when and in what manner treatment facilities will be constructed and/or upgraded to meet increasing demands of areawide development, including the incremental demands of the Project.

As supported by the preceding discussions, the potential for the Project to exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board; or require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects is considered less-than-significant.

¹⁴ RE: Proposed Development located at Alicia and Bentley, 24888 Alicia Parkway Laguna Hills, CA 92653 (MNWD) December 26, 2018 (see: IS/MND Appendix H.)

c) Would the Project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Less-Than-Significant Impact. The Project does not require or propose new off-site stormwater management facilities or systems, the construction of which could cause significant environmental effects. That is, all Project stormwater runoff would be treated on-site and then directed to existing on-site stormwater systems that have been designed and constructed in accordance with City requirements. Further, post-development stormwater discharges would be released at flow rates not exceeding pre-developed conditions (please refer to Checklist Item IX. *Hydrology and Water Quality*). On this basis, the potential for the Project to require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects is considered less-than-significant.

d) Would the Project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Less-Than-Significant Impact. Water demand planning for the City of Laguna Hills is reflected within the Moulton Niguel Water District 2015 Urban Water Management Plan (2015 UWMP) and is based on the General Plan land use data provided by the cities within the MNWD Service Area. In this regard, the UWMP reflects and anticipates development of the Project site consistent with the site's current General Plan Land Use designation. The Project does not propose or require a change in General Plan Land Use.

The 2015 UWMP substantiates that there would be sufficient water supplies to meet all service area demands including the Project demands under all potential future normal year, single-dry year, and multiple-dry year supply/demand scenarios (2015 UWMP, pp. 60 – 68). Service area supply/demand scenarios are summarized at UWMP Tables 6-2, 6-3, and 6-4, presented below.

Table 6-2: Retail: Normal Year Supply and Demand Comparison

	2020	2025	2030	2035	2040
Supply totals	40,929	44,178	44,938	45,391	45,391
Demand totals	35,915	35,701	35,158	35,154	35,225
Difference	5,014	8,477	9,781	10,237	10,166

Source: UWMP, p. 65.

Table 6-3: Retail: Single Dry Year Supply and Demand Comparison

	2020	2025	2030	2035	2040
Supply totals	39,147	38,914	38,322	38,318	38,396
Demand totals	39,147	38,914	38,322	38,318	38,396
Difference	0	0	0	0	0

Source: UWMP, p. 66.

Table 6-4: Multiple Dry Years Supply and Demand Comparison

		2020	2025	2030	2035	2040
First year	Supply totals	39,147	38,914	38,322	38,318	38,396
	Demand totals	39,147	38,914	38,322	38,318	38,396
	Difference	0	0	0	0	0
Second year	Supply totals	39,147	38,914	38,322	38,318	38,396
	Demand totals	39,147	38,914	38,322	38,318	38,396
	Difference	0	0	0	0	0
Third year	Supply totals	35,915	35,701	35,158	35,154	35,225
	Demand totals	35,915	35,701	35,158	35,154	35,225
	Difference	0	0	0	0	0

Source: UWMP, p. 67.

Water supply reliability is also substantiated in the UWMP, as excerpted in pertinent part below.

In accordance with the information and analyses provided herein, and in the 2015 UWMPs prepared by MWDSC [Metropolitan Water District of Southern California] and MWDOC [Municipal Water District of Orange County], MNWD is capable of meeting its customers' demands in all hydrologic year types through 2040, even with a potential bump in dry year demands. The highly reliable supplies reflect not only regional projects and comprehensive water supply planning by MWDSC and MWDOC, but also the forward thinking planning and efforts the District has undertaken to develop its recycled water supplies and extraordinary conservation programs, thus greatly reducing reliance on imported supplies. As set forth throughout this UWMP, MNWD will continue to expand its recycled water program and aggressive conservation programs to further reduce reliance on imported water supplies. In addition, as discussed in [UWMP]Section 5.3, the District will continue to explore participation in the San Juan Basin development project, one or both of the regional Orange County desalination projects, and opportunities for local and/or regional groundwater banking programs, all of which are local water resource programs that can add to supply reliability and further reduce demands on imported supplies (UWMP, pp. 67 – 68).

The City requires that all development projects be reviewed in consultation with serving water purveyors to ensure adequate water supplies, treatment, and distribution capacity for all projects will be achieved without a negative impact to the community. To this end, prior to the issuance of a building permit, a will-serve letter from MNWD would be required, indicating availability of water service to the Project.

Based on the preceding, the Project can be adequately served from existing and water supplies and the potential for the Project to require new or expanded water supply entitlements is considered less-than-significant.

e) Would the Project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Less-Than-Significant Impact. The Project does not propose or require a change in General Plan Land Use, and wastewater treatment demands of the Project are reflected in the General Plan Final Program EIR. The General Plan Final Program EIR substantiates that buildout of the City pursuant to the General Plan would not require the construction or expansion of wastewater treatment facilities. As noted previously, Project-generated wastewater would be typical of commercial/institutional sources, and would not require treatment beyond that provided by existing and programmed facilities and the Project will be developed and operated in compliance with the City regulations and standards of the Regional Water Quality Control Board.

Moreover, prior to the issuance of a building permit, a will-serve letter from MNWD would be required, indicating availability of wastewater treatment services to the Project.

Based on the preceding, the potential for the Project to result in a determination that inadequate wastewater treatment would be available is considered less-than-significant.

f) Would the Project be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?

Less-Than-Significant Impact. It is anticipated that Project-generated solid waste would be conveyed by existing service providers to proximate Orange County landfills. Solid waste generated within the City is collected by CC&R Waste and Recycling Services and conveyed to one of two landfills. Solid waste from all City sources is sent to the Prima Deshecha Landfill, which is located approximately 12 miles from the Project site. Additionally, the Frank R. Bowerman Landfill, also approximately 12 miles from the Project site, accepts wastes from City commercial haulers only. Solid waste generated by

the Project is estimated at 5 lbs./person per day.¹⁵ Assuming 100 persons at the Project, which is greater than the Project maximum resident population + staff (72 residents + 24 on-site staff), the Project solid waste generation would total an estimated 500 lbs./day, or 182,500 lbs./year (approximately 91.25 tons per year).

Pertinent landfill statistical information is summarized at Table XVIII-1. As indicated at Table XVIII-1, accepting landfills would have ample capacity to accommodate the Project's solid waste disposal demands. Moreover, Project-generated waste transported to area landfills would be reduced consistent with the City's Source Reduction and Recycling Element further reducing Project impacts on area landfills.

Additionally, pursuant to City Municipal Code Chapter 5-48, *Construction and Demolition Waste Recycling Program*, a Construction and Demolition (C&D) program would be implemented further reducing potential Project solid waste management impacts.

Table XVIII-1
Receiving Landfills Statistical Summary

Disposal Acreage	Permitted Daily Throughput (tons)	Remaining Capacity (cubic yards)	Projected Closure Date
Prima Deshecha Sanitary Landfill			
698	4,000	87,384,799	12/31/2067
Frank R. Bowerman Sanitary Landfill			
534	11,500	205,000,000	12/31/2053

Source: CalRecycle Solid Waste Information System (SWIS).

Based on the preceding, Project-generated solid waste can be accommodated at either receiving sanitary landfill; and there is available throughput capacity to serve the Project and other customers. On this basis, the potential for Project solid waste to exceed the permitted capacity of receiving landfills is considered less-than-significant.

¹⁵ California, State of. "Estimated Solid Waste Generation Rates." *Business Group Waste Stream by Material Type*, www2.calrecycle.ca.gov/WasteCharacterization/General/Rates. Nursing/retirement home waste generation rate.

g) Would the Project comply with federal, State, and local statutes and regulations related to solid waste?

Less-Than-Significant Impact. The Project would be implemented and operated in compliance with applicable City General Plan Goals and Policies, and would comply with City Zoning regulations; specifically, compliance with local, state and federal initiatives and directives acting to reduce and divert solid waste from landfill waste streams would be required.

In these regards, the California Integrated Waste Management Act under the Public Resources Code requires that local jurisdictions divert/recycle at least 50% of all solid waste. Additionally, as of July 1, 2012, pursuant to AB 341, the State of California requires that all businesses that generate four cubic yards or more per week participate in recycling programs. Effective April 1, 2016, pursuant to AB 1826, businesses generating 8 cubic yards of organic waste per week must recycle their organic waste.

Consistent with Section 5.408 “Construction Waste Reduction, Disposal, and Recycling” of the California Green Building Standards Code (CALGreen Code), as adopted by the City of Laguna Hills, a minimum of 50 percent of the Project’s nonhazardous construction and demolition waste would be recycled or salvaged for reuse. To these ends, a Project Construction Waste Management Plan would be prepared consistent with Section 5.408.1.1 of the CALGreen Code and City of Laguna Hills Municipal Code Chapter 5-48, *Construction and Demolition Waste Recycling Program*. These measures would collectively reduce Project construction waste, reduce demands on solid waste management resources and ensure compliance with federal, state, and local statutes and regulations related to solid waste.

Based on the preceding, the potential for the Project to conflict with state, and local statutes and regulations related to solid waste is considered less-than-significant.

Sources: Laguna Hills General Plan, July 2009; Laguna Hills General Plan Final Program EIR, June 2009; CalRecycle Solid Waste Information System (SWIS); State of California

Estimated Solid Waste Generation Rates; ActivCare Laguna Hills RCFE Design Concepts,
June 2018.

	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
XIX. MANDATORY FINDINGS OF SIGNIFICANCE.				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when reviewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

Substantiation:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less-Than-Significant With Mitigation Incorporated. The Project site is vacant disturbed property in an urban environment. Previous auto dealership buildings within the Project site have been demolished. Asphaltic and concrete surface improvements associated with the previous auto dealership uses remain. Existing landscaping along the Project site boundaries may provide suitable nesting areas for birds. As-yet unknown cultural resources may be encountered during Project construction.

The Project would incorporate mitigation reducing potential impacts to biological resources and cultural resources to levels that would be less-than-significant. On this basis, with incorporation of mitigation, the potential for the Project to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory is considered less-than-significant.

b) Does the project have impacts that are individually limited, but cumulatively considerable?

Less-Than-Significant Impact. No significant or potentially significant unmitigable long-term environmental effects of the proposed Project have been identified. The Project's contribution to cumulative impacts would be less-than-significant based on incorporation of mitigation measures identified herein. Moreover, the Project is

consistent with the City General Plan and would not result in cumulative impacts not previously considered and addressed in the General Plan Certified EIR. There are known effects of past projects, effects of other current projects, or effects of probable future projects that would interact with the Project and thereby result in cumulatively significant impacts. Other related development projects would incorporate required mitigation, and would be required to comply with regulatory requirements acting to preclude or minimize potential contribution to cumulative environmental impacts.

Based on the preceding, the potential for the Project to have impacts that are individually limited, but cumulatively considerable would be less-than-significant.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less-Than-Significant Impact With Mitigation Incorporated. As supported by the preceding environmental evaluation, development of the Project would not cause substantial adverse effects on human beings. Under each environmental consideration addressed herein, the Project is considered to have either no impact, or potential effects of the proposal are substantiated at, or are mitigated to, levels that are less-than-significant.

4.0 DETERMINATION

4.0 DETERMINATION

On the basis of this initial evaluation:

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

I find that although the project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described previously have been added to the project. A NEGATIVE DECLARATION will be prepared. ☒

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

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

I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project. ☐

City of Laguna Hills:

Signature

Date

Printed Signature

ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Initial Study/Mitigated Negative Declaration

Determination
Page 4-1

5.0 MITIGATION MONITORING PLAN

5.0 MITIGATION MONITORING PROGRAM

5.1 INTRODUCTION

To ensure that the mitigation measures contained in the IS/MND are properly implemented, a monitoring program has been devised pursuant to State law. This Mitigation Monitoring Program (MMP) identifies measures incorporated into the Project which reduce its potential environmental effects; the entities responsible for implementation and monitoring of mitigation measures; and the appropriate timing for implementation of mitigation measures. As described at CEQA § 15097, this MMP employs reporting on, and monitoring of, Project mitigation measures.

The objectives of the MMP are to:

- Assign responsibility for, and ensure proper implementation of mitigation measures;
- Assign responsibility for, and provide for monitoring and reporting of compliance with mitigation measures; and
- Provide the mechanism to identify areas of noncompliance and need for enforcement action before irreversible environmental damage occurs.

Mitigation monitoring and reporting procedures incorporated into the Project are presented in the following Section 5.2. Specific mitigation measures incorporated into the Project, mitigation timing, and implementation and reporting/monitoring responsibilities are presented within this Section in Table 5-1.

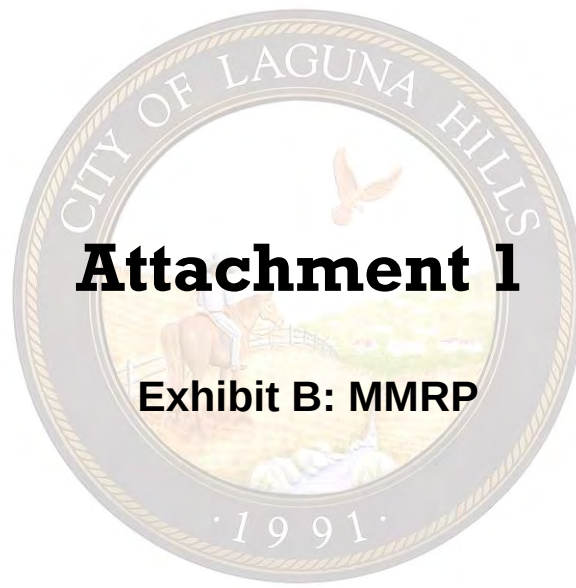
5.2 MITIGATION MONITORING AND REPORTING

5.2.1 Mitigation Monitoring and Responsibilities

As the Lead Agency, the City of Laguna Hills is responsible for ensuring full compliance with the mitigation measures adopted for the proposed Project. The City will monitor and report on all construction-related and operational mitigation activities, and will require its contractors to implement this mitigation monitoring plan. Primary responsibility for compliance with Project mitigation measures, and reporting the progress of that compliance through the mitigation monitoring plan resides with the City. As notification to affected parties, all of the Mitigation Measures presented herein shall appear on all construction drawings and contract documents.

Any proposed substantive modifications to the mitigation measures presented herein will be reported immediately to any potentially affected agencies. Prior to their implementation, the City will ensure that any proposed substantive modification of the mitigation measures or procedures identified within this mitigation monitoring plan are first approved by any affected responsible agencies.

If, during the course of Project implementation, any of the mitigation measures identified herein cannot be successfully implemented, the City will immediately inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the Project is required and/or whether alternative mitigation is appropriate.



Attachment 1

Exhibit B: MMRP

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
Air Quality					
AQ-1	<i>During site preparation and grading activity, all actively graded areas within the Project site shall be watered at 2.1-hour watering intervals (e.g., 4 times per day). Alternatively, a movable sprinkler system shall be in place to ensure minimum soil moisture of 12% is maintained for actively graded areas. Soil moisture content can be verified with use of a moisture probe by the grading contractor.</i>	On-going during ground-disturbing activities.	Applicant and contractors(s).	City of Laguna Hills: Building and Safety Division.	On-going during ground-disturbing activities.
Biological Resources					
BIO-1	Biological Resources Monitor/Consultant Required. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a qualified biologist, selected in consultation with the City (Project Biological Monitor/Consultant).	Biological Resources Monitor/Consultant retained a minimum of 30 days prior to application for grading permit.	Applicant.	City of Laguna Hills: Building and Safety Division.	City to verify Biological Resources Monitor/Consultant retained contract prior to issuance of grading permit. Retainer contract date shall be a minimum of 30 days prior to the date of application for grading permit.
BIO-2	Migratory Bird Treaty Act (MBTA) and California Fish and Game Code Compliance. Pursuant to requirements of the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat; or initiation of activities that could adversely affect active nests, shall to the extent practical, be conducted outside the avian nesting season. The nesting season generally extends	Protection and monitoring per MBTA and CDFW requirements on-going during Project construction activities.	Applicant, contractors(s), Project Biological Monitor/Consultant.	City of Laguna Hills: Building and Safety Division, Planning Division.	On-going throughout construction activities and at the discretion/direction of the Project Biological Monitor/Consultant.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	<i>from February 1 through August 31, but can vary slightly from year to year based upon seasonal weather conditions.</i> <i>If ground disturbance and vegetation removal cannot occur outside of the nesting season, the Project Biological Monitor/Consultant shall conduct a pre-construction clearance survey for nesting birds within 3 days of the start of any ground-disturbing activities. If results of the survey are negative, the Project Biological Monitor/Consultant shall document the negative survey results in a report to the City.</i> <i>If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 300-foot buffer around the active nest. For raptors and special-status species, this buffer shall be expanded to 500 feet. If active nests are identified the Project Biological Monitor/Consultant shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once the young have fledged and left the nest, nests have become inactive, buffer areas will no longer be required and construction may proceed as normal.</i> <i>At the conclusion of monitoring activities, the Project Biological Monitor/Consultant shall document monitoring results together with a description of any measures implemented to protect nesting birds in a report to the City.</i>	Negative findings report/monitoring report submitted to the City prior to issuance of the first Project grading permit.			

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
Cultural Resources/Tribal Cultural Resources					
CR-1	Archaeological Resources Monitor/Consultant Required. <i>At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain an archaeological monitor/consultant meeting Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation [Code of Federal Regulations, 36 CFR Part 61] (Project Archaeological Monitor/Consultant). If qualified, Project Archaeological Monitor/Consultant may also serve as the Project Tribal Monitor/Consultant noted below at MM TCR-1.</i>	Archaeological Resources Monitor/Consultant retained a minimum of 30 days prior to application for grading permit.	Applicant.	City of Laguna Hills: Building and Safety Division.	City to verify Archaeological Resources Monitor/Consultant retainer contract prior to issuance of grading permit. Retainer contract date shall be a minimum of 30 days prior to the date of application for grading permit.
CR-2	Monitoring and Discovery of Archaeological Resources. <i>The Project Archaeological Monitor/Consultant need only be present during ground-disturbing activities.</i> <i>Monitoring shall be considered complete and may be discontinued at the conclusion of ground-disturbing activities.</i> <i>The Project Archaeological Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if archaeological resources (finds) of potential significance are encountered. At the direction of the Project Archaeological Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.</i>	On-going during ground-disturbing activities. Monitoring report submitted to the City within 30 days of the conclusion of monitoring activities.	Applicant, contractors(s), Project Archaeological Monitor/Consultant.	City of Laguna Hills: Building and Safety Division.	On-going during ground-disturbing activities and at the discretion/direction of the Project Archaeological Monitor.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Attachment: March 12, 2019 Introduction to Ordinance Staff Report and Attachments (1813 : Second

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/Reporting Entity	Monitoring/Reporting Timing
	<i>For finds determined to be of potential significance, preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, mitigation may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to a local school or historical society in the area for educational purposes.</i> <i>If the find is determined to be of Native American origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the Applicant regarding treatment and curation of the find.</i> <i>At the conclusion of monitoring activities, the Project Archaeological Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City.</i>				
CR-3	Paleontological Resources Monitor/Consultant Required. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant	Paleontological Resources Monitor/Consultant	Applicant.	City of Laguna Hills: Building and Safety Division.	City to verify Paleontological Resources Monitor/Consultant retainer contract prior to issuance.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/Reporting Entity	Monitoring/Reporting Timing
	<i>shall retain a qualified paleontologist, selected in consultation with the City (Project Paleontological Monitor/Consultant).</i>	retained a minimum of 30 days prior to application for grading permit.			of grading permit. Retainer contract date shall be a minimum of 30 days prior to the date of application for grading permit.
CR-4	<i>Monitoring and Discovery of Paleontological Resources.</i> <i>If excavation exceeding five feet below the current grade is proposed, the Project Paleontological Monitor/Consultant shall be on-site and shall conduct on-going monitoring of affected areas for potential discovery of potentially of potentially significant paleontological resources. If older alluvial deposits are encountered at shallower depths, monitoring shall be initiated once these deposits are encountered. The Project Paleontological monitoring program shall comply the provisions of CEQA and applicable guidelines of the Society of Vertebrate Paleontology.</i> <i>The Project Paleontological Monitor/Consultant need only be present during ground-disturbing activities at depths greater than 5 feet below bgs... Monitoring shall be considered complete and may be discontinued at the conclusion of ground-disturbing at depths greater than 5 feet bgs.</i> <i>The Project Paleontological Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if paleontological resources (finds) of potential significance are</i>	On-going during ground-disturbing activities. Monitoring report submitted to the City within 30 days of the conclusion of monitoring activities.	Applicant and contractors(s), Project Paleontological Monitor.	City of Laguna Hills: Building and Safety Division.	On-going during ground-disturbing activities and at the discretion/direction of the Project Paleontological Monitor.

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Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	encountered. At the direction of the Project Paleontological Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated. If potentially significant paleontological resources are encountered, they shall be analyzed in accordance with standard guidelines, recovered, and curated with the appropriate facility. At the conclusion of monitoring activities, the Project Paleontological Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City.				
TCR-1	Project Tribal Cultural Resources Monitor/Consultant Required. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a Project Tribal Monitor/Consultant. If qualified, Project Tribal Monitor/Consultant may also serve as the Project Archaeological Monitor/Consultant noted at previous MM CR-1. The Tribal monitor/consultant shall be approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government and shall appear on the culturally affiliated Tribal Consultant Contact List maintained by the Native American Heritage Commission (NAHC).	Tribal Cultural Resources Monitor/Consultant retained a minimum of 30 days prior to application for grading permit.	Applicant.	City of Laguna Hills: Building and Safety Division.	City to verify Tribal Cultural Resources Monitor/Consultant retainer contract prior to issuance of grading permit. Retainer contract date shall be a minimum of 30 days prior to the date of application for grading permit.

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	TCR-2 Monitoring and Discovery of TCRs. <i>The Tribal monitor/consultant need only be present during ground-disturbing activities. Monitoring shall conform to current professional standards. Monitoring would end when grading and excavation activities are completed, or when the Tribal monitor/consultant has determined that there remains a low potential for impacting Tribal Cultural Resources (TCRs).</i> <i>The Project Tribal Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if TCRs or archaeological resources (finds) of potential significance are encountered. At the direction of the Project Tribal Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.</i> <i>For finds determined to be of potential significance, preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, mitigation may include implementation of TCR data recovery excavations to remove the resource along with subsequent laboratory processing and analysis.</i>	On-going during ground-disturbing activities. Monitoring report submitted to the City within 30 days of the conclusion of monitoring activities.			

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Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	<i>The Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the Applicant regarding treatment and curation of all TCR finds.</i> <i>At the conclusion of monitoring activities, the Project Tribal Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City.</i>				
Geology and Soils					
GEO-1	<i>Prior to or concurrent with application for grading permits, the Applicant shall prepare a site- and development specific Final Project Geotechnical Investigation for review and approval by the City. All final Project development designs shall be required to comply with the provisions of the City-approved Final Project Geotechnical Investigation, and applicable requirements of the UBC and CBC.</i>	Prior to or concurrent with application for grading permits.	Applicant, contractors(s).	City of Laguna Hills: Building and Safety Division.	Prior to or concurrent with application for grading permits. City to verify compliance of development plans with approved Final Project Geotechnical Investigation, and applicable requirements of the UBC and CBC.
Hazards and Hazardous Materials					
HAZ-1	<i>Prior to the issuance of the first grading permit for the Project, the following shall be accomplished/completed:¹</i> <i>Additional assessment of the soil in the area of soil gas sample SV4 shall be conducted. Any TPH/VOC impacted soil exceeding residential screening levels shall be removed and disposed accordance with local, state, and federal regulations. Upon</i>	Prior to issuance of first grading permit.	Applicant, contractor(s).	City of Laguna Hills: Building and Safety Division; California Department of Toxic Substances (DTSC).	City to verify completion of required remedial actions prior to issuance of first grading permit. DTSC oversight and assistance be provided as determined necessary by the City.

¹ Please refer to IS/MND Figures VIII-1, VIII-2 for locations of facilities and soil boring/testing areas cited at MMs HAZ-1, HAZ-2.

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	<i>completion of any soil removal activities, soil samples shall be collected from the resulting excavation to verify complete removal of the impacted soil(s).</i> <i>Hazardous waste and substances stored on-site shall be removed and disposed of in accordance with local, state, and federal regulations.</i> <i>Any remnants of former and current hydraulic lifts, including shaft sleeves, foot valves, and associated UST (if present) shall be removed and disposed of in accordance with local, state, and federal regulations. Stained or odorous soil surrounding the lifts, foot valves, and tanks (especially those not invested) shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavations to verify complete removal of the impacted soil.</i> <i>Any liquids from the existing clarifier shall be removed and disposed of according to local and state regulations. The clarifier shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from any resulting excavation(s) to verify complete removal of any impacted soil.</i> <i>The dynamometer pit shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil.</i>				

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Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	TPH impacted soil from the UST excavation pit in the area of boring LB19 shall be removed to a depth of approximately 2.5 feet bgs. Soil samples shall be collected from the resulting excavation to verify complete removal of any impacted soil.				
HAZ-2	<i>For the duration of Project ground-disturbing activities:</i> - Stained or odorous soil encountered during demolition and grading activities and shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil. - During demolition, grading, and soils/debris removal operations, an environmental professional shall be on-site to identify and address other issues that may arise in the course of site development. As determined necessary by the environmental professional, additional measures shall be employed to minimize effects of any encountered hazards. Documentation of the measures employed and resulting conditions after their application shall be documented and submitted to the Lead Agency. - Contractors and the on-site environmental professional shall maintain on-going observation and assessment of areas of possible contamination. Such areas would include but not be	On-going during ground-disturbing activities.	Applicant and contractor(s).	City of Laguna Hills: Building and Safety Division; DTSC.	On-going during ground-disturbing activities. DTSC oversight and assistance to be provided as determined by the City.

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Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	<i>limited to: the presence of underground facilities, buried debris, waste drums, tanks, stained soil or odorous soils. Should such materials be encountered, the on-site environmental professional in consultation with the Lead Agency shall determine the scope of investigation, analysis, and remediation warranted.</i>				
Noise					
NOI-1	<i>A 50-foot-wide buffer zone is established and shall be staked along the Project site easterly boundary. Within this buffer zone, use of loaded trucks and large bulldozers (80,000 lbs. and above) is prohibited.</i>	On-going during ground-disturbing activities.	Applicant and contractors(s).	City of Laguna Hills: Building and Safety Division.	On-going during ground-disturbing activities

APPENDICES

Please refer to accompanying CD for complete technical appendices.

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Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/Reporting Entity	Monitoring/Reporting Timing
Air Quality					
AQ-1	<i>During site preparation and grading activity, all actively graded areas within the Project site shall be watered at 2.1-hour watering intervals (e.g., 4 times per day). Alternatively, a movable sprinkler system shall be in place to ensure minimum soil moisture of 12% is maintained for actively graded areas. Soil moisture content can be verified with use of a moisture probe by the grading contractor.</i>	On-going during ground-disturbing activities.	Applicant and contractors(s).	City of Laguna Hills: Building and Safety Division.	On-going during ground-disturbing activities.
Biological Resources					
BIO-1	Biological Resources Monitor/Consultant Required. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a qualified biologist, selected in consultation with the City (Project Biological Monitor/Consultant).	Biological Resources Monitor/Consultant retained a minimum of 30 days prior to application for grading permit.	Applicant.	City of Laguna Hills: Building and Safety Division.	City to verify Biological Resources Monitor/Consultant retained contract prior to issuance of grading permit. Retainer contract date shall be a minimum of 30 days prior to the date of application for grading permit.
BIO-2	Migratory Bird Treaty Act (MBTA) and California Fish and Game Code Compliance. Pursuant to requirements of the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat; or initiation of activities that could adversely affect active nests, shall to the extent practical, be conducted outside the avian nesting season. The nesting season generally extends	Protection and monitoring per MBTA and CDFW requirements on-going during Project construction activities.	Applicant, contractors(s), Project Biological Monitor/Consultant.	City of Laguna Hills: Building and Safety Division, Planning Division.	On-going throughout construction activities and at the discretion/direction of the Project Biological Monitor/Consultant.

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	<i>from February 1 through August 31, but can vary slightly from year to year based upon seasonal weather conditions.</i> <i>If ground disturbance and vegetation removal cannot occur outside of the nesting season, the Project Biological Monitor/Consultant shall conduct a pre-construction clearance survey for nesting birds within 3 days of the start of any ground-disturbing activities. If results of the survey are negative, the Project Biological Monitor/Consultant shall document the negative survey results in a report to the City.</i> <i>If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 300-foot buffer around the active nest. For raptors and special-status species, this buffer shall be expanded to 500 feet. If active nests are identified the Project Biological Monitor/Consultant shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity. Once the young have fledged and left the nest, nests have become inactive, buffer areas will no longer be required and construction may proceed as normal.</i> <i>At the conclusion of monitoring activities, the Project Biological Monitor/Consultant shall document monitoring results together with a description of any measures implemented to protect nesting birds in a report to the City.</i>	Negative findings report/monitoring report submitted to the City prior to issuance of the first Project grading permit.			

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Cultural Resources/Tribal Cultural Resources					
CR-1	Archaeological Resources Monitor/Consultant Required. <i>At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain an archaeological monitor/consultant meeting Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation [Code of Federal Regulations, 36 CFR Part 61] (Project Archaeological Monitor/Consultant). If qualified, Project Archaeological Monitor/Consultant may also serve as the Project Tribal Monitor/Consultant noted below at MM TCR-1.</i>	Archaeological Resources Monitor/Consultant retained a minimum of 30 days prior to application for grading permit.	Applicant.	City of Laguna Hills: Building and Safety Division.	City to verify Archaeological Resources Monitor/Consultant retainer contract prior to issuance of grading permit. Retainer contract date shall be a minimum of 30 days prior to the date of application for grading permit.
CR-2	Monitoring and Discovery of Archaeological Resources. <i>The Project Archaeological Monitor/Consultant need only be present during ground-disturbing activities.</i> <i>Monitoring shall be considered complete and may be discontinued at the conclusion of ground-disturbing activities.</i> <i>The Project Archaeological Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if archaeological resources (finds) of potential significance are encountered. At the direction of the Project Archaeological Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.</i>	On-going during ground-disturbing activities. Monitoring report submitted to the City within 30 days of the conclusion of monitoring activities.	Applicant, contractors(s), Project Archaeological Monitor/Consultant.	City of Laguna Hills: Building and Safety Division.	On-going during ground-disturbing activities and at the discretion/direction of the Project Archaeological Monitor.

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	<i>shall retain a qualified paleontologist, selected in consultation with the City (Project Paleontological Monitor/Consultant).</i>	retained a minimum of 30 days prior to application for grading permit.			of grading permit. Retainer contract date shall be a minimum of 30 days prior to the date of application for grading permit.
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GEO-1	<i>Prior to or concurrent with application for grading permits, the Applicant shall prepare a site- and development specific Final Project Geotechnical Investigation for review and approval by the City. All final Project development designs shall be required to comply with the provisions of the City-approved Final Project Geotechnical Investigation, and applicable requirements of the UBC and CBC.</i>	Prior to or concurrent with application for grading permits.	Applicant, contractors(s).	City of Laguna Hills: Building and Safety Division.	Prior to or concurrent with application for grading permit. City to verify compliance of development plans with approved Final Project Geotechnical Investigation, and applicable requirements of the UBC and CBC.
Hazards and Hazardous Materials					
HAZ-1	<i>Prior to the issuance of the first grading permit for the Project, the following shall be accomplished/completed:¹</i> <i>Additional assessment of the soil in the area of soil gas sample SV4 shall be conducted. Any TPH/VOC impacted soil exceeding residential screening levels shall be removed and disposed accordance with local, state, and federal regulations. Upon</i>	Prior to issuance of first grading permit.	Applicant, contractor(s).	City of Laguna Hills: Building and Safety Division; California Department of Toxic Substances (DTSC).	City to verify completion of required remedial actions prior to issuance of first grading permit. DTSC oversight and assistance be provided as determined necessary by the City.

¹ Please refer to IS/MND Figures VIII-1, VIII-2 for locations of facilities and soil boring/testing areas cited at MMs HAZ-1, HAZ-2.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	<i>completion of any soil removal activities, soil samples shall be collected from the resulting excavation to verify complete removal of the impacted soil(s).</i> <i>Hazardous waste and substances stored on-site shall be removed and disposed of in accordance with local, state, and federal regulations.</i> <i>Any remnants of former and current hydraulic lifts, including shaft sleeves, foot valves, and associated UST (if present) shall be removed and disposed of in accordance with local, state, and federal regulations. Stained or odorous soil surrounding the lifts, foot valves, and tanks (especially those not invested) shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavations to verify complete removal of the impacted soil.</i> <i>Any liquids from the existing clarifier shall be removed and disposed of according to local and state regulations. The clarifier shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from any resulting excavation(s) to verify complete removal of any impacted soil.</i> <i>The dynamometer pit shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil.</i>				

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	TPH impacted soil from the UST excavation pit in the area of boring LB19 shall be removed to a depth of approximately 2.5 feet bgs. Soil samples shall be collected from the resulting excavation to verify complete removal of any impacted soil.				
HAZ-2	<i>For the duration of Project ground-disturbing activities:</i> - Stained or odorous soil encountered during demolition and grading activities and shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil. - During demolition, grading, and soils/debris removal operations, an environmental professional shall be on-site to identify and address other issues that may arise in the course of site development. As determined necessary by the environmental professional, additional measures shall be employed to minimize effects of any encountered hazards. Documentation of the measures employed and resulting conditions after their application shall be documented and submitted to the Lead Agency. - Contractors and the on-site environmental professional shall maintain on-going observation and assessment of areas of possible contamination. Such areas would include but not be	On-going during ground-disturbing activities.	Applicant and contractor(s).	City of Laguna Hills: Building and Safety Division; DTSC.	On-going during ground-disturbing activities. DTSC oversight and assistance to be provided as determined by the City.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

General Notes: To facilitate coordination and effective implementation of mitigation measures, the mitigation measures provided herein shall appear on all grading plans, construction specifications, and bid documents. Incorporation of required notations shall be verified by the City prior to issuance of first development permit. Implementation Entities shall comply with listed mitigation requirements. Ground-disturbing activities identified herein may include, but are not limited to: pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching.

Impact	Mitigation Measures	Mitigation Timing	Implementation Entity	Monitoring/ Reporting Entity	Monitoring/ Reporting Timing
	<i>limited to: the presence of underground facilities, buried debris, waste drums, tanks, stained soil or odorous soils. Should such materials be encountered, the on-site environmental professional in consultation with the Lead Agency shall determine the scope of investigation, analysis, and remediation warranted.</i>				
Noise					
NOI-1	<i>A 50-foot-wide buffer zone is established and shall be staked along the Project site easterly boundary. Within this buffer zone, use of loaded trucks and large bulldozers (80,000 lbs. and above) is prohibited.</i>	On-going during ground-disturbing activities.	Applicant and contractors(s).	City of Laguna Hills: Building and Safety Division.	On-going during ground-disturbing activities



Attachment 2

Proposed Ordinance

ORDINANCE NO. 2019-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 7-18-4244, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE AMENDING CHAPTER 9-64 (COMMUNITY CARE FACILITIES) TO PERMIT RESIDENTIAL CARE FACILITIES FOR THE ELDERLY (7+ OCCUPANTS) SUBJECT TO A CONDITIONAL USE PERMIT WITHIN THE NEIGHBORHOOD MIXED4 USE ZONING DISTRICT

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

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and,

WHEREAS, ActivCare Living, Inc. (Applicant) has filed an application with the City's Community Development Department to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway; and,

WHEREAS, in association with its development application, the Applicant has requested that the City Council amend the LHMC to permit Residential Care Facilities for the Elderly (7+ occupants) within the Neighborhood Mixed Use zoning district subject to approval of a Conditional Use Permit; and,

WHEREAS, this Ordinance is an applicant-initiated zoning text amendment subject to Chapters 9-90 and 9-92 of the LHMC; and,

WHEREAS, the City Council and Planning Agency adopted a Joint Resolution of the City Council of the City of Laguna Hills and the Planning Agency of the City of Laguna Hills adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway; and,

WHEREAS, the City Council and Planning Agency have held a duly noticed joint public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on March 12, 2019.

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

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

SECTION 2. The City Council and Planning Agency adopted a Joint Resolution of the City Council of the City of Laguna Hills and the Planning Agency of the City of Laguna Hills adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway.

SECTION 3. The following findings for approving Zoning Text Amendment No. 7-18-4244 are hereby made in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code:

1. That the zoning text amendment is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof.

The Neighborhood Mixed Use land use designation, as defined by the General Plan, provides areas for a variety of different, compatible land uses to exist in proximity to one another. The intent of the Neighborhood Mixed Use designation is to create attractive neighborhood-level centers that promote a more active, vibrant street life; increase pedestrian activity and reduce vehicular traffic; provide storefront style shopping streets; that provide a variety of compact, multi-family housing types close to jobs and services; and/or encourage walking and social interaction. Within the Neighborhood Mixed Use designation, the General Plan has identified that appropriate land uses include mid-box anchors; administrative and professional uses; grocery and specialty stores; business support uses; eating and drinking establishments; cinemas; personal services; residential condominiums, apartments, and townhomes; and mixed use structures. Adding Residential Care Facilities for the Elderly as an allowable use in the Neighborhood Mixed Use zoning district is consistent with those goals and objectives and will expand the types of facilities and services available within the community for residents with special care needs. Allowing the use only upon approval of a Conditional Use Permit will enable the City to impose reasonable limitations on the use, and the proposed zoning text amendment ensures development of Residential Care Facilities for the Elderly will maintain compatibility with adjoining uses in the area, and will reduce or eliminate potentially harmful impacts between care facilities and existing

neighborhoods, such as noise, traffic, light and glare, and other operational impacts.

2. That the zoning text amendment is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses.

The proposed introduction of Residential Care Facilities for the Elderly within the Neighborhood Mixed Use zoning district further expands compatible uses within the zone while creating a regulatory foundation that will allow the use by Conditional Use Permit to ensure the City can place reasonable controls on the use to reduce impacts (e.g., loading/unloading locations, screening, light and glare, on-site circulation) in a manner that will not be detrimental to surrounding land uses. Furthermore, the operation of any Residential Care Facility for the Elderly will require a Site Development Permit, which may be subject to review by the Planning Agency and regulated by conditions of approval, which will be used to control site design and aesthetic impacts, and will ensure that any proposed facilities are compatible with surrounding uses.

3. That the zoning text amendment is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The introduction of Residential Care Facilities for the Elderly to the Neighborhood Mixed Use zoning district as a conditionally permitted use will provide property and business owners additional land use development opportunities, and would not have a negative impact upon property development rights. An Initial Study/ Mitigated Negative Declaration prepared to analyze the potential impacts of adding Residential Care Facilities for the Elderly to the Neighborhood Mixed Use zoning district determined there would be no significant impacts on the environment as a result of the proposed zoning text amendment.

4. That the zoning text amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category.

This Ordinance establishes Residential Care Facilities for the Elderly in the Neighborhood Mixed Use zoning district as a conditionally permitted use. Within the Neighborhood Mixed Use land use designation, appropriate land uses include business, medical, and professional/administrative offices, restaurants, and retail sales. Other than supportive housing and transitional housing

serving six or fewer individuals, the NMU zoning district does not currently permit community care facilities. The proposed amendment to the Zoning Code would enhance the type of community care facilities available to the residents of Laguna Hills and expands the types of facilities available within the community for residents with special care needs by allowing Residential Care Facilities for the Elderly (7 or more occupants) to the NMU zoning district with approval of a Conditional Use Permit.

5. That the zoning text amendment is necessary to protect the general health, safety, or general welfare of the community as a whole.

The introduction of Residential Care Facilities for the Elderly to the Neighborhood Mixed Use zoning district will provide property and business owners additional land use development opportunities, adjusting the City's zoning code to meet a growing demand for dementia care within the community. Furthermore, requiring a Conditional Use Permit for the operation of Residential Care Facilities for the Elderly will allow the City to exercise its police power to protect the health, safety, and welfare of its residents by having the authority to place reasonable controls on the use to reduce impacts such as from loading/unloading locations, screening, light and glare, and on-site circulation. Impacts on the surrounding neighborhoods will be evaluated as part of the Conditional Use Permit review process on a case-by-case basis and regulated by site plan review and conditions of approval.

SECTION 4. Section 9-64.040(B)(2) of Chapter 9-64 (Community Care Facilities) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended and restated in its entirety to read as follows:

“Community care facilities for seven or more individuals are permitted in the village commercial and mixed use zones subject to a conditional use permit and are subject to the development standards of the zone in which the facility is located. Residential Care Facilities for the Elderly are also permitted in the neighborhood mixed use zone subject to a conditional use permit and are subject to the development standards of that zone.”

SECTION 5. Table 9-64.040 (Required Permit for Community Care Facilities 7+ Occupants) of Chapter 9-64 (Community Care Facilities) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), is hereby amended in part to read as follows:

Land Use	Zone(s)	Permitted	Conditionally Permitted	Permits Required
Residential care facility for the elderly	- Village commercial - Mixed use - Neighborhood Mixed Use		X	Conditional use permit

- SECTION 6. This Ordinance shall take effect on _____, 2019, the 31st day following the adoption of this Ordinance by the City Council.
- SECTION 7. This Ordinance shall not take effect unless and until Resolution No. PA2019-X Approving Site Development Permit/Conditional Use Permit/Tentative Parcel Map No. 7-18-4244 takes effect.
- SECTION 8. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.
- SECTION 9. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.
- SECTION 10. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2019.

DORE GILBERT, 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 Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2019, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

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

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 7-18-4244, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE AMENDING CHAPTER 9-64 (COMMUNITY CARE FACILITIES) TO PERMIT RESIDENTIAL CARE FACILITIES FOR THE ELDERLY (7+ OCCUPANTS) SUBJECT TO A CONDITIONAL USE PERMIT WITHIN THE NEIGHBORHOOD MIXED USE ZONING DISTRICT

on the _____ day of _____ 2019, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2019, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California



Attachment 3

Proposed Resolution of Approval

RESOLUTION NO. PA2019-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/TENTATIVE PARCEL MAP/ZONING TEXT AMENDMENT NO. 7-18-4244, A REQUEST BY ACTIVCARE LIVING, INC. TO CONSTRUCT AN APPROXIMATELY 31,500 SQUARE FOOT RESIDENTIAL CARE FACILITY FOR THE ELDERLY AT 24888 ALICIA PARKWAY

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

WHEREAS, ActivCare Living, Inc. ("Applicant"), has filed an application for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway ("Project"); and,

WHEREAS, the City Council and Planning Agency adopted a Joint Resolution of the City Council and the Planning Agency adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway; and,

WHEREAS, the City Council and Planning Agency have held a duly noticed joint public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on March 12, 2019.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. The City Council and Planning Agency adopted a Joint Resolution of the City Council of the City of Laguna Hills and the Planning Agency

of the City of Laguna Hills adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway.

SECTION 3. This Resolution shall not take effect unless and until Ordinance No. 2019-X Adopting Zoning Text Amendment No. 7-18-4244, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code amending Chapter 9-64 (Community Care Facilities) to permit Residential Care Facilities for the Elderly (7+ occupants) within the Neighborhood Mixed Use zoning district takes effect.

SECTION 4. The Planning Agency hereby determines that the required findings by the City for approval of Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244 have been met and made as follows:

Site Development Permit

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

The proposed Project meets the development standards of the Zoning Code but is currently not an allowable use in the Neighborhood Mixed Use zoning district. The Applicant is concurrently seeking approval of a zoning text amendment to allow Residential Care Facilities for the Elderly in the Neighborhood Mixed Use zoning district. With approval of the requested Zoning Text Amendment, the Project will comply with requirements of the Zoning Code, 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/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244.

2. The site is suitable for the proposed development.

The site design aspects of the proposed residential care facility will be compatible with, and not detrimental to, surrounding development, and with the overall design quality prevalent in the City. These aspects include setbacks, circulation, access, landscaping/lighting, and other architectural site design elements (i.e., height, scale, mass, and appearance). The proposed single-story residential care building is designed to minimize aesthetic impacts on the surrounding built environment as it meets all required setbacks, is situated over 50 feet away from the nearest adjacent residential property, lighting will be contained within property boundaries,

and landscaping will be designed to maximize screening to the adjacent single-family homes.

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

As part of the City's 2009 Comprehensive General Plan Update, the City Council adopted the Alicia Gateway Opportunity Area (AGOA), which encompasses the entire Neighborhood Mixed Use (NMU) zoning district, including the subject property. The AGOA/NMU seeks to "create a moderate density center and gathering place by promoting a mix of retail, housing, and office uses; walkable connections, plazas, and green space for community gatherings; high-quality design and architecture; orientation of buildings toward the street and pedestrians; accessibility to transit; connectivity to promote walking from nearby neighborhoods to the Gateway" (General Plan Land Use Element pp. LU-20 – 21). The AGOA designation also promotes the development of vertical and horizontal mixed-use. Allowed uses include commercial, retail, office, and residential; however, standalone residential is prohibited (Laguna Hills General Plan, 2009).

The proposed Project is consistent with the vision and requirements of the AGOA. The Project will continue to add to the mix of land uses in the area and is designed with a mix of uses in mind as the front half of the property will likely be a complementary commercial use, such as restaurant, retail, or office. The Project continues the high-quality design and architecture envisioned for the AGOA and is an aesthetic improvement to the neighborhood while providing a compatible development that respects the existing single-family residential neighborhood abutting the Project site. Although people will reside at the facility, it is not a true residential use as the typical impacts associated with residential uses (i.e., vehicle trip generation, schools/parks, etc.) are not associated with this proposal. While transit options will be provided, the residents of the facility will not be driving and are expected to remain at the facility for any recreational needs.

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

The proposed Project will be of quality design with an appropriately-scaled framework of architectural and landscaping elements. The new facility has been designed to meet all development standards. High-quality development features will be provided throughout the Project site through site design (e.g., building orientation, screening, and location of service/delivery areas), architecture (e.g., mass, scale and form, style, material and color) and hardscape elements (e.g., lighting, paving materials, amenities). Development of the proposed facility, as

conditioned, will be compatible with, and not detrimental to, surrounding development, and with the overall design quality prevalent in the City.

Conditional Use Permit

1. The proposed use is consistent with the general plan.

As part of the City's 2009 Comprehensive General Plan Update, the City Council adopted the Alicia Gateway Opportunity Area (AGOA), which encompasses the entire Neighborhood Mixed Use (NMU) zoning district, including the subject property. The AGOA/NMU seeks to "create a moderate density center and gathering place by promoting a mix of retail, housing, and office uses; walkable connections, plazas, and green space for community gatherings; high-quality design and architecture; orientation of buildings toward the street and pedestrians; accessibility to transit; connectivity to promote walking from nearby neighborhoods to the Gateway" (General Plan Land Use Element pp. LU-20 – 21). The AGOA designation also promotes the development of vertical and horizontal mixed-use. Allowed uses include commercial, retail, office, and residential; however, standalone residential is prohibited (Laguna Hills General Plan, 2009).

The proposed Project is consistent with the vision and requirements of the AGOA. The Project will continue to add to the mix of land uses in the area and is designed with a mix of uses in mind as the front half of the property will likely be a complementary commercial use, such as restaurant, retail, or office. The Project continues the high-quality design and architecture envisioned for the AGOA and is an aesthetic improvement to the neighborhood while providing a compatible development that respects the existing single-family residential neighborhood abutting the Project site. Although people will reside at the facility, it is not a true residential use as the typical impacts associated with residential uses (i.e., vehicle trip generation, schools/parks, etc.) are not prevalent with this proposal. While transit options will be provided, the residents of the facility will not be driving and are expected to remain at the facility for any recreational needs.

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

The proposed Project will expand the types of facilities and services available within the community for residents with special care needs. Given the range of potential uses that could be implemented under the site's current zoning regulations, the proposed Project is one of the least intensive, and would provide a compatible transitional land use between

the Neighborhood Mixed Use General Plan Land Use/zoning district and the abutting existing single-family homes. Ample existing and proposed landscaping would surround the Project site which will serve as a buffer between the facility and nearby residences. All lighting associated with the Project will be directed toward the interior of the site so as not to create impacts to motorists on adjacent roadways or to surrounding residential uses in accordance with City lighting standards and requirements. All lighting will be hooded or shielded to focus the light downward and prevent light overspill onto adjacent properties.

During construction, the Project will be subject to conditions of approval that control construction traffic, noise, and roadway use to minimize disturbances to existing properties in the area. The operation of the facility will also be subject to conditions of approval that ensure compatibility with surrounding uses including compliance with the City's noise ordinance and property maintenance requirements.

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

The site design will accommodate the proposed Project and will be compatible with, and not detrimental to, surrounding development. The size and shape of the proposed Tentative Parcel Map is designed so that the design of the facility meets or exceeds all setbacks, circulation, and access requirements while avoiding conflicts with existing easements. The proposed Project is situated over 50 feet away from the nearest adjacent residential property.

4. That all required development standards prescribed by the Code can be achieved.

The proposed Project meets the development standards of the Zoning Code but is currently not an allowable use in the Neighborhood Mixed Use zoning district. The Applicant is concurrently seeking approval of a Zone Text Amendment to allow Residential Care Facilities for the Elderly in the Neighborhood Mixed use zoning district. With approval of the requested Zone Text Amendment, the Project will comply with requirements of the Zoning Code, including minimum lot size (10,000 square feet required, 114,324 square feet proposed), maximum lot coverage (50% required, 28% proposed), density/FAR (0.38 FAR required, 0.28 FAR proposed), minimum landscape coverage (15% required, 38% proposed), parking (24 spaces required, 28 spaces provided), maximum building height (40 feet required, 25 feet proposed), and other development standards required.

5. That the conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions placed on the Project directly relate to the compatibility with adjacent uses and ensuring the safety of those on and around the subject site: Condition 12 requires the Applicant to maintain the Project site with the requirements of the City's property maintenance standards contained in LHMC 9-74, Condition 15 requires that the facility obtain and operate per State licensing requirements, Conditions 26-32 generally require the Applicant to comply with the City's building codes during construction for the protection of the public health, safety and welfare, and Condition 33 requires the Project to comply with the requirements of the Orange County Fire Authority.

Tentative Parcel Map

1. That the proposed map is consistent with the General Plan:

As part of the City's 2009 Comprehensive General Plan Update, the City Council adopted the Alicia Gateway Opportunity Area (AGOA), which encompasses the entire Neighborhood Mixed Use (NMU) zoning district, including the subject property. The AGOA/NMU seeks to "create a moderate density center and gathering place by promoting a mix of retail, housing, and office uses; walkable connections, plazas, and green space for community gatherings; high-quality design and architecture; orientation of buildings toward the street and pedestrians; accessibility to transit; connectivity to promote walking from nearby neighborhoods to the Gateway" (General Plan Land Use Element pp. LU-20 – 21). The AGOA designation also promotes the development of vertical and horizontal mixed-use. Allowed uses include commercial, retail, office, and residential; however, standalone residential is prohibited, and the maximum Floor Area Ratio (FAR) for property in the Neighborhood Mixed Use land use designation is 0.38 (Laguna Hills General Plan, 2009). The proposed map will create parcels to facilitate development that enables applicants to develop projects that implement the General Plan.

2. That the design and improvement of the proposed subdivision is consistent with the General Plan:

As part of the City's 2009 Comprehensive General Plan Update, the City Council adopted the Alicia Gateway Opportunity Area (AGOA), which encompasses the entire Neighborhood Mixed Use (NMU) zoning district, including the subject property. The AGOA/NMU seeks to "create a moderate density center and gathering place by promoting a mix of retail, housing, and office uses; walkable connections, plazas, and green space

for community gatherings; high-quality design and architecture; orientation of buildings toward the street and pedestrians; accessibility to transit; connectivity to promote walking from nearby neighborhoods to the Gateway” (General Plan Land Use Element pp. LU-20 – 21). The AGOA designation also promotes the development of vertical and horizontal mixed-use. Allowed uses include commercial, retail, office, and residential; however, standalone residential is prohibited (Laguna Hills General Plan, 2009).

The proposed Project is consistent with the vision and requirements of the AGOA. The Project will continue to add to the mix of land uses in the area and is designed with a mix of uses in mind as the front half of the property will likely be a complementary commercial use, such as restaurant, retail, or office. The Project continues the high-quality design and architecture envisioned for the AGOA and is an aesthetic improvement to the neighborhood while providing a compatible development that respects the existing single-family residential neighborhood abutting the Project site. Although people will reside at the facility, it is not a true residential use as the typical impacts associated with residential uses (i.e. vehicle trip generation, schools/parks, etc.) are not prevalent with this proposal. While transit options will be provided, the residents of the facility will not be driving and are expected to remain at the facility for any recreational needs.

3. That the site is physically suitable for the proposed type of development:

The site is approximately 5.2 acres in size, relatively flat, is bounded on all sides by existing residential and commercial uses, and is physically suitable for the proposed Project. Access to the site will be provided by City Engineer-approved locations. Infrastructure, including water, sewer, and storm drain facilities, can be adequately provided to serve the Project while avoiding easement conflicts for said facilities. The Project will comply with requirements of the Zoning Code, including minimum lot size (10,000 square feet required, 114,324 square feet proposed), maximum lot coverage (50% maximum, 28% proposed), maximum density/FAR (0.38 FAR required, 0.28 FAR proposed), minimum landscape coverage (15% required, 38% proposed), parking (24 spaces required, 28 spaces provided), maximum building height (40 feet permitted, 25 feet proposed), and all other development standards. The site is currently vacant/underutilized, and redevelopment of the site will enhance the community character, increase employment opportunities and tax revenues, ensure the long-term viability of the AGOA, and promote additional compatible development in the area.

4. That the requirements of the California Environmental Quality Act have been satisfied:

The City Council and Planning Agency adopted a Joint Resolution of the City Council and the Planning Agency adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway.

5. That the site is physically suitable for the proposed density of development:

The site is approximately 5.2 acres in size, relatively flat, is bounded on all sides by existing residential and commercial uses, and is physically suitable for the proposed facility. Access to the site will be provided by City Engineer-approved locations. Infrastructure, including water, sewer, and storm drain facilities, can be adequately provided to serve the Project while avoiding easement conflicts for said facilities. The Project will comply with requirements of the Zoning Code, including minimum lot size (10,000 square feet required, 114,324 square feet proposed), maximum lot coverage (50% maximum, 28% proposed), maximum density/FAR (0.38 FAR required, 0.28 FAR proposed), minimum landscape coverage (15% required, 38% proposed), parking (24 spaces required, 28 spaces provided), maximum building height (40 feet permitted, 25 feet proposed), and all other development standards. The site is currently vacant/underutilized, and redevelopment of the site will enhance the community character, increase employment opportunities and tax revenues, ensure the long-term viability of the AGOA, and promote additional compatible development in the area.

6. That the design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat.

As supported by the Initial Study/ Mitigated Negative Declaration prepared in conjunction with this Project, the City has determined that the Project may cause potentially significant impacts. However, compliance with existing policies, plans and regulations, and mitigation measures will mitigate the potentially significant impacts to levels that would be less-than significant. The City has consequently adopted a Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting Program.

7. That the design of the subdivision and the type of improvements proposed are not likely to cause serious public health problems:

As supported by the Initial Study prepared in conjunction with this Project, the City has determined that the Project may cause potentially significant impacts. However, compliance with existing policies, plans and regulations, and mitigation measures will avoid the effects or mitigate the effects to levels that would be less-than significant. The City has consequently adopted a Mitigated Negative Declaration and an associated Mitigation Monitoring and Reporting.

8. That the design of the subdivision and the type of improvements proposed will not conflict with easements of record or established by court judgment acquired by the public at large for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided and that these will be substantially equivalent to ones previously acquired by the public.

The proposed subdivision and site design, including the type of improvements proposed, will not conflict with any easements of record. As identified on the proposed Tentative Parcel Map, the property is encumbered by multiple existing easements that follow the eastern property line, including storm drain, slope/drainage, and sewer easements. The Public Services and Community Development Departments have reviewed and determined that none of the easements are in conflict with the proposed Project. As determined by the Public Services and Community Development Departments, the design of the subdivision includes access to adjacent public streets.

9. That the design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning regulations pursuant to Section 7-9-254 of the subdivision code.

The site design will accommodate the proposed Project and will be compatible with, and not detrimental to, surrounding development. The proposed Project meets the development standards of the Zoning Code but is currently not an allowable use in the Neighborhood Mixed Use zoning district. The Applicant is concurrently seeking approval of a Zone Text Amendment to allow Residential Care Facilities for the Elderly in the Neighborhood Mixed use zoning district. With approval of the requested Zone Text Amendment, the Project will comply with requirements of the Zoning Code, including minimum lot size (10,000 square feet required, 114,324 square feet proposed), maximum lot coverage (50% maximum, 28% proposed), maximum density/FAR (0.38 FAR required, 0.28 FAR proposed), minimum landscape coverage (15% required, 38% proposed), parking (24 spaces required, 28 spaces provided), maximum building height (40 feet permitted, 25 feet proposed), and all other development standards.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244 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, ActivCare Living, Inc., 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 Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment (SDPM/CUP/TPM/ZTA) No. 7-18-4244 approved pursuant to this Resolution and Ordinance No. _____, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the Project, and as otherwise modified by these Conditions of Approval.
3. 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.

4. Approval of this Permit constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
7. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's/City Council approval.
8. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from March 12, 2019.
9. Within 48 hours from 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 the Notice of Determination.
10. The conditions of 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, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservations, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.

Planning Division

11. 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. The information shall also be posted on site in a manner approved by the Community Development Director.
12. The Applicant shall maintain the Project site in compliance with all property maintenance standards of the Laguna Hills Municipal Code ("LHMC") Chapter 9-74, and the regulations set forth therein.
13. The Applicant shall maintain the Project in compliance with the noise standards of the City of Laguna Hills Noise Ordinance (LHMC 5-24). Should the City receive complaints related to noise associated with the Project which are in violation of the

Noise Ordinance, the Applicant agrees to promptly implement reasonable noise attenuation measures.

14. Deliveries are permitted between the hours of 7:00 am and 5:00 pm, Monday through Friday. Deliveries are prohibited Saturdays and Sundays. Delivered goods and supplies, materials, and equipment shall be promptly stored within the building. No delivered goods and supplies, materials, or equipment shall be permitted to be stored outdoors. For purposes of this condition, the term "Deliveries" shall mean commercial delivery trucks transporting goods and supplies, materials, equipment, or services to or from the subject property for operational purposes.
15. Prior to issuance of any grading permits, the Applicant shall submit the proposed Project's grading plan to the Community Development Director for review and approval. The grading plan shall be consistent with the architectural site plan as approved by this Permit to the reasonable satisfaction of the Community Development Director.
16. No signage is included with this approval. A separate sign permit or Master Sign Program is required through the Community Development Department if the Applicant proposes to install signage for the Project.
17. Prior to the commencement of use, the Applicant shall submit to the Community Development Director evidence of appropriate State, County, and local licenses to operate the proposed residential care facility. The facility shall be licensed and operated as a Residential Care Facility for the Elderly as described in the Applicant's Letter of Justification dated June 29, 2018.
18. Prior to the issuance of any building permits, the Applicant shall submit a final Project exterior color and materials board to the Community Development Director for review and approval. Colors and materials shall be in substantial conformance with the plans submitted for this Permit. Approved colors and materials required to comply with this condition shall be installed prior to the issuance of a certificate of use and occupancy or building permit final for the applicable building or site improvement for which a permit is issued.
19. Prior to issuance of a building permit, the Applicant shall prepare a comprehensive lighting plan and a Final Photometric Plan. The lighting plan shall be prepared by a qualified illumination engineer and shall address all aspects of lighting, including infrastructure, on-site driveways, safety, signage, and promotional lighting, if any. In conjunction with the Comprehensive Lighting Plan, the Applicant shall also prepare a Final Photometric Plan. The Final Photometric Plan shall be reviewed and approved by the Community Development Director prior to issuance of a building permit. In accordance with Municipal Code 9-40.170, Lighting, of the City of Laguna Hills Municipal Code, the Final Photometric Plan shall show evidence that all lighting is shielded or recessed and directed downward and away from adjoining properties and that direct glare and reflections are contained within the

property lines. In accordance with Municipal Code 9-44.060, Design Standards for Parking Facilities, of the City of Laguna Hills Municipal Code, lighting in the uncovered parking areas shall be designed such that they produce a minimum of 0.4 foot-candle on paved general use areas and an average of 1 foot-candle on paved high use areas. The foot-candle uniformity ratio shall meet the standard of an average/minimum of 4:1 in general use areas and 3:1 in high use areas.

20. Prior to the issuance of any permits, or grubbing or clearing activity (whichever occurs first), the Applicant shall retain a qualified arborist to prepare a tree preservation plan, identifying best management practices for construction crews to follow while working within the drip line of any trees with a diameter at breast height (dbh) of 3-inches or more to be retained, and an annual maintenance plan. The tree preservation plan shall be reviewed and approved by the City Forester or his/ her designee prior to the issuance of any permits, or grubbing or clearing activity. Once approved, the Applicant shall implement the recommended best practices for tree preservation during construction. The Applicant shall also conduct recommended annual maintenance in perpetuity for trees designated for preservation in the tree preservation plan.
21. The Applicant shall deposit with the Community Development Department the estimated reasonable cost necessary to retain a qualified landscape professional to review the Applicant's proposed landscape and irrigation plans, and tree preservation plan, as well as inspect the Applicant-installed landscaping to ensure compliance with the approved landscaped plans and tree preservation plan. The amount deposited shall be in accordance with a written proposal obtained by the City pursuant to its Purchasing Ordinance. Prior to the issuance of any building shell final or issuance of a certificate of use or occupancy for any permit, the Applicant shall pay the actual cost of landscape plan check and inspection or be entitled to a refund of funds deposited, if any. All required landscaping shall be installed prior to building shell final or issuance of a certificate of use and occupancy, whichever occurs first.
22. No staff parking shall occur on Bentley Lane.
23. Service/delivery vehicles that enter on Bentley Lane shall exit at the primary entrance on Paseo de Alicia.
24. When necessary (i.e., holidays, special events), overflow visitor parking shall not use Bentley Lane.
25. When feasible, construction traffic shall be encouraged to utilize the primary entrance on Paseo de Alicia for ingress and egress.

Building Division & Orange County Fire Authority

26. The Applicant shall be responsible for ensuring all applicable building permits are obtained from the City of Laguna Hills, as required by Section 103 of the 2016

California Building Code prior to commencement of any work for which a permit is required.

27. 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.
28. All construction shall comply with the applicable California Building, Plumbing, Mechanical, Electrical, and Green Building Codes with regard to the appropriate occupancies for each permit requested.
29. Prior to the issuance of a building permit, the Applicant shall include a copy of this Permit (the signed resolution of approval) in the City building plan sets submitted for the purpose of obtaining a building permit.
30. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by Laguna Hills Municipal Code Chapter 5-48, and to comply with mandates of CalRecycle.
31. Plans submitted for this Project for the purpose of obtaining a building permit shall comply with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code.
32. The Applicant is advised that the use will need to comply with Assembly Bill 1826, which requires all businesses that generate a certain amount of organic waste to develop a program to recycle organic waste rather than send it to the landfill. Organic waste includes food waste, vegetable trimmings, plate scrapings, spoiled food, green waste, wood waste, food soiled paper, and excess food inventory. Beginning on January 1, 2019, the City of Laguna Hills will begin to monitor the status of business compliance with AB 1826.
33. During construction, adequate emergency access shall be maintained to the site at all times in accordance with any requirements of the Orange County Fire Authority (OCFA), or as otherwise required by an approved OCFA Fire Master Plan.

Tentative Parcel Map

34. No building permits for any construction shall be issued until Final Map approval by the City Council and evidence of Final Map recordation has been provided to the City. Notwithstanding the foregoing, subject to the authority of the Building Official, building permits may be issued for construction prior to Final Map approval upon the following condition, which the Applicant expressly agrees to in consideration of this accommodation:

- a. Issuance of any such building permit(s) does not confer upon Applicant any vested right or entitlement to issuance of certificates of occupancy for any building. In no case shall any certificates of occupancy be issued until and unless all other applicable Conditions of Approval have been satisfied, the City Council has approved the Final Parcel Map, and evidence of Final Parcel Map recordation has been provided to the City.

Public Services Department

35. Prior to the issuance of any Grading Permits, the Applicant shall prepare a separate hydrology and hydraulic analysis report in accordance with standards of the County of Orange Hydrology Manual for review and approval by, and to the reasonable satisfaction of, the City Engineer. The 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.
36. Prior to issuance of any Grading Permits, the Applicant shall prepare for review and approval by, and to the reasonable satisfaction of, the Community Development Director and the City Engineer, 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. The 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 per the 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 to be issued to the City Engineer.
 - h. The Project site shall meet hydromodification criteria and the Applicant shall document compliance by providing calculations consistent with the Grading Plan and WQMP and 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 as provided by the County of Orange.
37. Prior to the issuance of Grading Permits, if the Project construction disturbed area is one acre or more in size, the Applicant shall:
- a. Submit to the City Engineer a copy of the State issued Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State Construction General Permit Order 2009-0009-DWQ from the State Water Resources Control Board.
 - b. Projects subject to the NOI requirement shall also prepare and submit to the City Engineer a Stormwater Pollution Prevention Plan (SWPPP) meeting City standards and be provided for the reasonable approval of the City Engineer. A copy of the approved 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.
38. Prior to issuance of Grading Permits, 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 qualified professional with expertise in the ADA field and shall include an implementation plan to correct all deficiencies noted and as reasonably

approved by the City Engineer. Any sidewalk or pathway not in compliance with ADA standards shall be reconstructed to the City's standards.

39. Prior to the issuance of Grading Permits, the Applicant shall demonstrate to the reasonable satisfaction of the City Engineer that all on-site access routes are capable of accommodating truck access and truck turning radii.
40. Prior to the issuance of any Grading Permits or Building Permits, the Applicant shall provide a geotechnical report prepared by a licensed registered engineering geologist/soils engineer for review and approval by, and to the reasonable satisfaction of, the City Engineer. The report shall include an evaluation of onsite soils and geologic conditions and provide recommendations on pavement sections, building foundations, infiltration rates and a discussion of the functionality of permeable pavements, if any, and all project proposed 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 if so recommended by the soils engineer.
41. Prior to the issuance of any Grading Permits, the Applicant shall provide a haul route plan for all exports/imports from/to the site for review and approval by, and to the reasonable satisfaction of, the City Engineer. The haul route shall not utilize any arterial highway prior to 9:00 am or after 4:00 pm daily. In addition, the Applicant shall provide a construction vehicle routing plan for review and approval by, and to the reasonable satisfaction of, the City Engineer prior to any demolition or construction work. 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.
42. Prior to the issuance of any Grading Permits, as applicable, the Applicant shall provide public street improvement plans, on 24" x 36" mylar sheets, to the standards of the City for review and approval by, and to the reasonable satisfaction of, the City Engineer.
43. Prior to the City Engineer's acceptance of the final grading work or prior to the issuance of a certificate of use and occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the reasonable satisfaction of the City Engineer, including:
 - a. Demonstration that all structural BMPs described in the WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications.
 - b. Demonstration that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the WQMP.
 - c. Demonstration that an adequate number of copies of the project's approved WQMP are available for the future occupants.

- d. Demonstration that the Applicant has agreed to and recorded CC&R's, an agreement, or other legal instrument approved by the City Attorney, as applicable, requiring the property owner, successors, tenants (if applicable), and assigns to operate and maintain, in perpetuity, the post-construction BMPs described in the WQMP.
44. Prior to the issuance of the certificate of use and occupancy, trash/recycling enclosures shall be constructed in compliance with the City's standards to include an impermeable roof and a sewer drain inlet connection.
45. During the course of the Project construction, the Applicant shall, to the maximum extent practicable, direct that construction vehicles avoid working in reverse gear in order to minimize the generation of backup alarm noise impacts to neighboring properties.
46. During the course of the Project construction, the Applicant shall not allow any work to be performed within the public right-of-way until after a Public Property Encroachment Permit has been issued by the City Engineer including the payment of applicable fees and/or deposits as determined by City.
47. During the course of the Project construction, it shall be the Applicant's sole responsibility to protect-in-place existing public improvements including, but not limited to, the J05P03 Storm Drain (54" and appurtenances). Prior to the issuance of a certificate of use and occupancy, public improvements that are damaged as a result of the project construction shall be promptly repaired or replaced by the Applicant to the reasonable satisfaction of the City Engineer.
48. During the course of the Project construction, no public streets shall be utilized for temporary storage of any construction materials and no vehicles shall be off-loaded of deliveries or filled with materials to be exported by utilizing any public street for a staging area.
49. Prior to the issuance of certificate of use and occupancy, in order to mitigate trash, debris and sediment from the Project from entering into the City's storm drain system, the Applicant shall install, or fund, full capture trash screens, known as CPS-Mod, by G2 Construction Inc., for the two existing catch basins on Bentley Lane approximately 350 feet southerly of Alicia Parkway.
50. Prior to the issuance of any Building Permits, the Applicant shall prepare a Parcel Map in accordance with City, County, and State requirements and standards. The Applicant shall submit the Parcel Map for plan check to both the City Engineer and County Surveyor and pay all applicable plan check fees to both agencies. The Applicant shall submit a current title report, supporting documents, and traverse closure calculations for plan check. Following recordation of the Parcel Map, the Applicant shall provide the City with a duplicate Mylar of the recorded document.
51. Prior to the issuance of certificate of use and occupancy, all survey monumentation shall be placed by a California Licensed Land Surveyor as required by the new Parcel Map.

52. During rough grading of the entire property (Parcels 1 and 2), erosion control measures as shown on the Erosion Control Plan approved by the City Engineer shall be implemented. Upon completion of rough grading, any exposed land areas not planned for development or precise grading within 90 days of the completion of rough grading, shall have permanent erosion control measures implemented to include, but not be limited to, temporary irrigation and ground cover (or its equivalent) to eliminate reasonable displacement of soil by wind or water erosion until the site is fully developed.

53. Intentionally Omitted

As the lead agency for the Project, the City prepared and adopts the Mitigation Monitoring and Reporting Program ("MMRP"). To the extent the mitigation measures in the MMRP conflict with or are inconsistent with these Conditions of Approval, these Conditions of Approval shall prevail. The following mitigation measures were included in the IS/MND for the Project. They are included as additional Conditions of Approval.

The following mitigation measures/conditions relate to air quality impacts:

54. During site preparation and grading activity, all actively graded areas within the Project site shall be watered at 2.1-hour watering intervals (e.g., 4 times per day). Alternatively, a movable sprinkler system shall be in place to ensure minimum soil moisture of 12% is maintained for actively graded areas. Soil moisture content can be verified with use of a moisture probe by the grading contractor. [AQ-1]

The following mitigation measures/conditions relate to biological resources impacts:

55. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a qualified biologist, selected in consultation with the City (Project Biological Monitor/Consultant). [BIO-1]
56. Pursuant to requirements of the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code, removal of any trees, shrubs, or any other potential nesting habitat; or initiation of activities that could adversely active nests, shall to the extent practical, be conducted outside the avian nesting season. The nesting season generally extends from February 1 through August 31, but can vary slightly from year to year based upon seasonal weather conditions.

If ground disturbance and vegetation removal cannot occur outside of the nesting season, the Project Biological Monitor/Consultant shall conduct a pre-construction clearance survey for nesting birds within 3 days of the start of any ground-disturbing activities. If results of the survey are negative, the Project Biological Monitor/Consultant shall document the negative survey results in a report to the City.

If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 300-foot buffer around the active nest. For raptors and special-status species, this buffer shall be expanded to 500 feet. If active nests are identified the Project Biological Monitor/Consultant shall be present to delineate the boundaries of the buffer area and to monitor the active

nest to ensure that nesting behavior is not adversely affected by the construction activity. Once the young have fledged and left the nest, nests have become inactive, buffer areas will no longer be required and construction may proceed as normal.

At the conclusion of monitoring activities, the Project Biological Monitor/Consultant shall document monitoring results together with a description of any measures implemented to protect nesting birds in a report to the City. [BIO-2]

The following mitigation measures/conditions relate to cultural resources/tribal cultural resources impacts:

57. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain an archaeological monitor/consultant meeting Secretary of Interior's Standards and Guidelines for Archaeological and Historic Preservation [Code of Federal Regulations, 36 CFR Part 61] (Project Archaeological Monitor/Consultant). If qualified, Project Archaeological Monitor/Consultant may also serve as the Project Tribal Monitor/Consultant noted below at MM TCR-1. [CR-1]
58. The Project Archaeological Monitor/Consultant need only be present during ground-disturbing activities.

Monitoring shall be considered complete and may be discontinued at the conclusion of ground-disturbing activities.

The Project Archaeological Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if archaeological resources (finds) of potential significance are encountered. At the direction of the Project Archaeological Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.

For finds determined to be of potential significance, preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, mitigation may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. Any archaeological material that is not Native American in origin shall be curated at a public, non-profit institution with a research interest in the materials, such as the Natural History Museum of Los Angeles County or the Fowler Museum, if such an institution agrees to accept the material. If no institution accepts the archaeological material, they shall be offered to a local school or historical society in the area for educational purposes.

If the find is determined to be of Native American origin, the Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the Applicant regarding treatment and curation of the find.

At the conclusion of monitoring activities, the Project Archaeological Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City. [CR-2]

59. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a qualified paleontologist, selected in consultation with the City (Project Paleontological Monitor/Consultant). [CR-3]

60. If excavation exceeding five feet below the current grade is proposed, the Project Paleontological Monitor/Consultant shall be on-site and shall conduct on-going monitoring of affected areas for potential discovery of potentially of potentially significant paleontological resources. If older alluvial deposits are encountered at shallower depths, monitoring shall be initiated once these deposits are encountered. The Project Paleontological monitoring program shall comply the provisions of CEQA and applicable guidelines of the Society of Vertebrate Paleontology.

The Project Paleontological Monitor/Consultant need only be present during ground-disturbing activities at depths greater than 5 feet below bgs... Monitoring shall be considered complete and may be discontinued at the conclusion of ground-disturbing at depths greater than 5 feet bgs.

The Project Paleontological Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if paleontological resources (finds) of potential significance are encountered. At the direction of the Project Paleontological Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.

If potentially significant paleontological resources are encountered, they shall be analyzed in accordance with standard guidelines, recovered, and curated with the appropriate facility.

At the conclusion of monitoring activities, the Project Paleontological Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City. [CR-4]

61. At least 30 days prior to application for a grading permit and prior to any Project ground-disturbing activities, the Applicant shall retain a Project Tribal Monitor/Consultant. If qualified, Project Tribal Monitor/Consultant may also serve as the Project Archaeological Monitor/Consultant noted at previous MM CR-1. The Tribal monitor/consultant shall be approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government and shall appear on the culturally affiliated Tribal Consultant Contact List maintained by the Native American Heritage Commission (NAHC). [TCR-1]

62. The Tribal monitor/consultant need only be present during ground-disturbing activities. Monitoring shall conform to current professional standards. Monitoring

would end when grading and excavation activities are completed, or when the Tribal monitor/consultant has determined that there remains a low potential for impacting Tribal Cultural Resources (TCRs).

The Project Tribal Monitor/Consultant shall have the authority to temporarily halt ground-disturbing activities if TCRs or archaeological resources (finds) of potential significance are encountered. At the direction of the Project Tribal Monitor/Consultant, ground-disturbing activities in the immediate vicinity of the find shall cease until the potential significance of the encountered find can be assessed. Work may continue in other areas of the Project site and for other Project elements while the encountered find is evaluated.

For finds determined to be of potential significance, preservation in place (i.e., avoidance) is the preferred manner of treatment. If preservation in place is not feasible, mitigation may include implementation of TCR data recovery excavations to remove the resource along with subsequent laboratory processing and analysis.

The Gabrieleño Band of Mission Indians-Kizh Nation shall coordinate with the Applicant regarding treatment and curation of all TCR finds.

At the conclusion of monitoring activities, the Project Tribal Monitor/Consultant shall document monitoring results together with disposition of any encountered finds in a report to the City. [TCR-2]

The following mitigation measures/conditions relate to geology and soils impacts:

63. Prior to or concurrent with application for grading permits, the Applicant shall prepare a site- and development specific Final Project Geotechnical Investigation for review and approval by the City. All final Project development designs shall be required to comply with the provisions of the City-approved Final Project Geotechnical Investigation, and applicable requirements of the UBC and CBC. [GEO-1]

The following mitigation measures/conditions relate to hazards and hazardous materials impacts:

64. Prior to the issuance of the first grading permit for the Project, the following shall be accomplished/completed:

Additional assessment of the soil in the area of soil gas sample SV4 shall be conducted. Any TPH/VOC impacted soil exceeding residential screening levels shall be removed and disposed accordance with local, state, and federal regulations. Upon completion of any soil removal activities, soil samples shall be collected from the resulting excavation to verify complete removal of the impacted soil(s).

Hazardous waste and substances stored on-site shall be removed and disposed of in accordance with local, state, and federal regulations.

Any remnants of former and current hydraulic lifts, including shaft sleeves, foot valves, and associated UST (if present) shall be removed and disposed of in

accordance with local, state, and federal regulations. Stained or odorous soil surrounding the lifts, foot valves, and tanks (especially those not invested) shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavations to verify complete removal of the impacted soil.

Any liquids from the existing clarifier shall be removed and disposed of according to local and state regulations. The clarifier shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from any resulting excavation(s) to verify complete removal of any impacted soil.

The dynamometer pit shall be removed for offsite disposal according to local and state regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil.

TPH impacted soil from the UST excavation pit in the area of boring LB19 shall be removed to a depth of approximately 2.5 feet bgs. Soil samples shall be collected from the resulting excavation to verify complete removal of any impacted soil. [HAZ-1]

65. For the duration of Project ground-disturbing activities:

Stained or odorous soil encountered during demolition and grading activities and shall be removed, stockpiled, and transported offsite for disposal in accordance with local, state, and federal regulations. Soil samples shall be collected from the resulting excavation(s) to verify complete removal of any impacted soil.

During demolition, grading, and soils/debris removal operations, an environmental professional shall be on-site to identify and address other issues that may arise in the course of site development. As determined necessary by the environmental professional, additional measures shall be employed to minimize effects of any encountered hazards. Documentation of the measures employed and resulting conditions after their application shall be documented and submitted to the Lead Agency.

Contractors and the on-site environmental professional shall maintain on-going observation and assessment of areas of possible contamination. Such areas would include but not be limited to: the presence of underground facilities, buried debris, waste drums, tanks, stained soil or odorous soils. Should such materials be encountered, the on-site environmental professional in consultation with the Lead Agency shall determine the scope of investigation, analysis, and remediation warranted. [HAZ-2]

The following mitigation measures/conditions relate to noise impacts:

66. A 50-foot-wide buffer zone is established and shall be staked along the Project site easterly boundary. Within this buffer zone, use of loaded trucks and large bulldozers (80,000 lbs. and above) is prohibited. [NOI-1]

PASSED, APPROVED, AND ADOPTED this 12th day of March, 2019.

DORE GILBERT, 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. PA2019- adopted by the Planning Agency of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 12th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

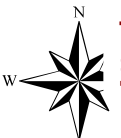
MELISSA AU-YEUNG, CITY CLERK

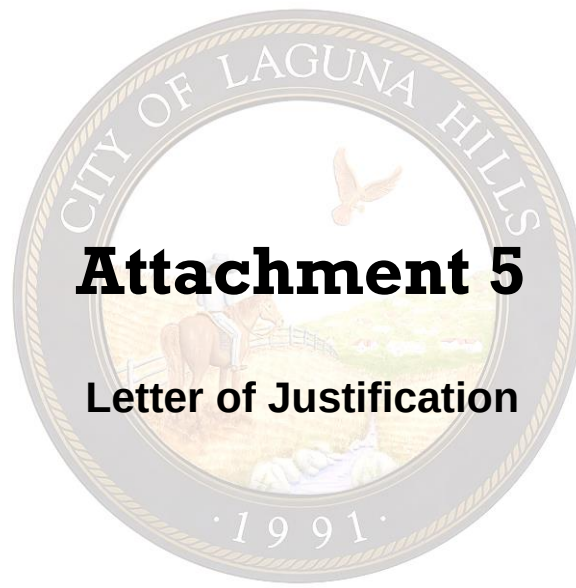




City of Laguna Hills

SDPM/CUP/TPM/ZTA No. 7-18-4244





Attachment 5

Letter of Justification

June 29, 2018

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

Attn: Jay Wu, Senior Planner
David Chantarangsu, Community Development Director

Re: ActivCare Laguna Hills – Project Description

Dear Jay and David-

The proposed ActivCare Laguna Hills project consists of a 72-bed licensed Residential Care Facility for the Elderly (RCFE), providing assisted living services specializing in memory care for those with Alzheimer's disease and other types of dementia. The community will be licensed by the State of California, Department of Social Services – Community Care Licensing Division for a maximum of 72 residents, with special waivers for dementia care, bedridden residents, hospice care, and a secured perimeter. It is our desire to create a community which meets the needs of our residents in a small-scale, home-like, and non-institutional setting.

ActivCare Living is a family company that has been an established leader in senior memory care for over 30 years in Southern California. Since 1988, San Diego-based ActivCare Living (www.activcareliving.com) has provided memory care for more than 5,000 residents through its ActivCare program. Our mission is to assist persons with Alzheimer's disease in building on their personalities and strengths to enhance their quality of life. ActivCare provides residents with a secure environment, a non-judgmental and loving atmosphere, stimulating activities, and trained, caring staff. All of these elements complement one another and provide each resident with a comfortable and caring environment promoting self-esteem and individual dignity. We are excited about the opportunity to provide our services to the Laguna Hills community for the first time.

ActivCare Laguna Hills is proposed to be constructed on the rear portion of the property located at 24888 Alicia Parkway, at the southeast corner of Alicia Parkway and Paseo de Alicia - the former location of the Phillips auto dealership. The property currently consists of two parcels totaling approximately 5.15 acres (APN 620-231-08 & 620-231-09). The ActivCare project proposes a lot split (TPM) which would result in the rear parcel being just over 2.5 acres, with its legal access from the end of Paseo de Alicia. This application package includes only the development of the ActivCare community on this rear parcel, with separate future

application(s) to be submitted by the property owner for the commercial development of the front parcel facing Alicia Parkway.

As with all ActivCare communities, ActivCare Laguna Hills is designed as a single-story building. This not only makes it a more accessible and user-friendly home for its future residents, but also allows the structure to easily blend into the existing surrounding community with very little visual impact. The building will be approximately 31,500 square feet, which represents a FAR/Lot Coverage of about 29%, where 38% is allowed per the City's development regulations. The maximum building height will be between 21-25 feet, where up to 40 feet is allowed. The architecture of the community will have a Santa Barbara Spanish style, drawing upon many elements commonly used in surrounding Laguna Hills neighborhoods as well as Southern California in general. The building will have soft pitch terra cotta tile hip roofs, with varying planes, forms, and articulation; exposed rafter tails and outlooker beams; stone veneers; tan vinyl clad windows with full surrounds, sill and lintel details; decorative tile accents and black wrought iron balcony railing, gate and trim details; decorative chimney shrouds; and sand finished, cream colored stucco wall surfaces.

The site will be lushly landscaped, using many native and drought-tolerant species which complement both the surrounding area and the temperate local climate. Two enclosed courtyards are provided for safe use by our residents and families. Due to the nature of our residents' disabilities, they will of course not be driving, but the project will accommodate visiting families, staff, and deliveries with a total of 28 onsite parking spaces, along with a designated loading/service area. This ratio of 0.39 spaces per licensed bed exceeds the required City ratio of 0.33 spaces per bed (Table 9-44.A – 'Convalescent Hospital, Rest Home, Sanitarium').

The community will be staffed 24 hours per day, 7 days per week, with the greatest number of staff onsite between 7am and 5pm, Monday through Friday. Key staff members will include administration staff, licensed nurses, program leaders, caregivers, med techs, cooks and kitchen staff, laundry aides, housekeepers, janitors, business office and marketing staff. Shift changes are staggered at different times throughout the day between different departments, so as to minimize any traffic impacts to the local area.

Requested City Approvals

The property is currently zoned 'NMU – Neighborhood Mixed Use'. We are submitting herewith a request for a Text Amendment to the City's Zoning Code, which would add this zone to the list of those in which an RCFE is conditionally permitted. Concurrent with this application, we are requesting City review and approval of a Conditional Use Permit, Precise Plan, and Site Development Permit.

Thank you in advance for your consideration.

Sincerely,

ACTIVCARE LIVING, INC.

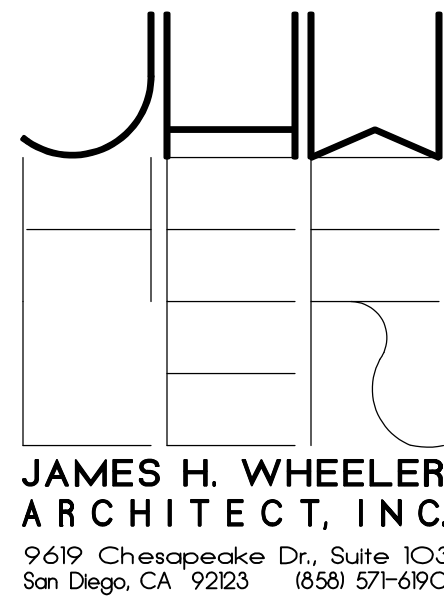

Kevin Moriarty, CEO



ActivCare Laguna Hills

24888 Alicia Parkway, Laguna Hills, CA

ACTIVCARE LIVING



JAMES H. WHEELER
ARCHITECT, INC.
9619 Chesapeake Dr., Suite 103
San Diego, CA 92123 (658) 565-6900



FIRE DEPARTMENT NOTES		OCFA ARCHITECTURAL NOTES	PROJECT INFORMATION	INDEX OF DRAWINGS	PROJECT DIRECTORY																				
1. BUILDING SHALL BE PROVIDED WITH THREE KNOX APPLIANCES. -PROVIDE A KNOX VAULT AT THE MAIN AND REAR ENTRANCES TO THE BUILDING -PROVIDE A KNOX BOX AT THE FIRE CONTROL ROOM 2. PROVIDE BUILDING ADDRESS NUMBERS, VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. SEE EXTERIOR ELEVATIONS SEE OCFA NOTES THIS SHEET 3. COMMERCIAL COOKING EQUIPMENT THAT PRODUCES GREASE LADEN VAPORS SHALL BE PROVIDED WITH A TYPE I HOOD AND AN AUTOMATIC FIRE EXTINGUISHER SYSTEM THAT IS LISTED AND LABELED FOR ITS INTENDED USE. SEE OCFA NOTES THIS SHEET 4. PROVIDE ONE FIRE EXTINGUISHER FOR EVERY 3,000 SQUARE FEET AND 15 FEET OF TRAVEL IN ANY DIRECTION. SEE OCFA NOTES THIS SHEET 5. THIS PROJECT IS TO BE PROTECTED THROUGHOUT BY THE FOLLOWING FIRE PROTECTION SYSTEMS: A. AUTOMATIC MANUAL, 1 FIRE FLOW MONITORING FIRE ALARM AND SMOKE DETECTION SYSTEM PER CBC 901 B. AUTOMATIC SPRINKLER SYSTEM PER CBC 903, NFPA 13, 2013 EDITION FIRE SPRINKLER PLANS STAMPED AND APPROVED BY THE ORANGE COUNTY FIRE AUTHORITY SHALL BE PROVIDED AT THE SITE AT TIME OF FRAMING INSPECTION. SEE OCFA NOTES THIS SHEET PLANS FOR FIRE SPRINKLER, ALARM, AND HOOD/DUCT EXTINGUISHING SYSTEMS SHALL BE DEFERRED SUBMITTALS AND APPROVALS. PORTIONS OF THE PROJECT THAT ARE DEFERRED SHALL BE SUBJECT TO THE CODES, STANDARDS, AND OTHER APPLICABLE REQUIREMENTS IN FORCE ON THE DATE THAT THE DEFERRED PLAN IS SUBMITTED TO OCFA		<u>INSPECTIONS</u> 1. OCFA final inspection required. Please schedule all field inspections at least 48 hours in advance. Inspections cancelled after 1pm on the day before the scheduled date will be subject to a respection fee. Phasing of inspections may require additional fees. Call OCFA Inspection Scheduling at 714-513-4150. 2. Buildings under construction or demolition shall conform to CFC Chapter 14. No smoking or cooking is allowed in structures where combustible materials are exposed or within 25' of combustible materials storage areas. Cutting, welding, or other hot work shall be in conformance with CFC Chapter 25. 3. Address numbers shall be provided for all new and existing buildings, be a minimum of four inches high for individual dwelling units and six inches high for all other installations and structures, contrast with their background, and be plainly visible from the roadway the building is addressed on. Temporary address numbers shall be provided on construction fencing or the building until permanent numbers can be provided. CBC 501.2, CFC 505.1 4. Locations and classifications of extinguishers shall be in accordance with CFC 904 and CCR Title 19. At least one extinguisher shall be provided during construction on each floor at each stairway, in each storage and construction shed, in locations where flammable or combustible liquids are stored or used, or where similar hazards are present per CFC 3315.1. Before final occupancy, at least one 2A10B:C extinguisher shall be provided so that no point is more than 15' travel distance from the extinguisher. Extinguishers shall be located along the path of egress travel and in a readily visible and accessible location with the bottom of the extinguisher at least 4' above the floor. Additional extinguishers may be required by OCFA inspectors depending on project or site conditions and final placement is subject to their approval. 5. Wall, floor and ceiling finishes and materials shall not exceed the flame spread classifications in CBC Table 803.1. Decorative materials shall be properly treated by a product or process approved by the State Fire Marshal with appropriate documentation provided to the OCFA. Such items shall be approved and inspected by the OCFA prior to installation. 6. Knox boxes/keys cabinets shall be provided for all high-rise buildings, pool enclosures, gates in the path of firefighter travel to structures, secured parking levels, doors giving access to alarm panels and/or enclosures, and any other structures or areas where immediate access is required or is unduly difficult. An OCFA inspector can assist with locking gate keys in Knox boxes, contact your local fire station to arrange an appointment to secure master building keys in the Knox box. 7. Approval of these plans shall not permit the violation of any code or law. Requirements or features not identified on the plan may apply and OCFA inspectors may require additional information or items from those shown on the plan depending on actual or anticipated field conditions. Such changes may necessitate substantial revision of revised or as-built plans to the OCFA and the City/County where the project is located. <u>GENERAL REQUIREMENTS</u> 8. The project shall comply with 2013 California Building Code, 2013 California Fire Code, and other currently adopted codes, standards, regulations and requirements as enforced by the Orange County Fire Authority. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. 9. Dumpsters and trash containers exceeding 15 cubic yards shall not be stored in buildings or placed within 5 feet of combustible walls, openings, or combustible roof eave lines unless protected by an approved sprinkler system or located in a Type I or IIA structure separated by 10 feet from other structures. Containers larger than 1 cubic yard shall be of non- or limited-combustible materials or similarly protected or separated. CFC 304.3 10. Exits, exit signs, fire alarm panels, hose cabinets, fire extinguisher locations, and standpipe connections shall not be concealed by curtains, mirrors, or other decorative material. 11. The egress path shall remain free and clear of all obstructions at all times. No storage is permitted in the aisles. 12. Exit doors shall be operable from the inside without the use of a key or any special knowledge or effort. Doors shall not be provided with chain-bolt locks or deadbolts that do not retract in tandem with the normal operating lever. The opening force for interior doors without closers shall be 5 pounds. The unlatching and opening force for other doors, including fire doors, shall not exceed 15 pounds. CBC 1008 13. The exit path shall be clearly identified with exit signs conforming to CBC 1011. Illuminated exit signs must have 90-minute emergency power back-up. 14. Tactile signs shall be provided in commercial buildings, public buildings/accommodations, and publicly funded housing subject to CBC Chapters 11A and 11B and conforming to 103A or 11B-103.1, 103.2, 103.3, and 103.5, be mounted at the bottom of the lowest line of Braille characters at least 4 feet above the floor but the bottom of the highest line of raised characters shall be no more than 5 feet above the floor and whenever possible, on the strike side of the door. Lettering shall be between 5/8" and 2" high. CBC 1011.4 15. The exit path shall be illuminated at all times in accordance with CBC 1006. Emergency lighting shall be provided with 90-minute back-up. 16. Rated assemblies shall conform to approved methods and materials of construction. Penetrations through rated walls, ceilings, or floors shall be protected in an approved manner complying with CBC/CFC Chapter 7. 17. Rated doors shall be self-closing and latching; such doors shall not be equipped with door stops or otherwise propped open. Rated doors shall be equipped with rated hardware. CFC 703 <u>ASSEMBLY OCCUPANCIES</u> 18. Occupant load sign, with minimum one-inch letters and numbers contrasting with their background, shall be posted in a conspicuous location near the main exit per CBC 1004.3 and Title 19 3.30, where multiple seating configurations or uses are anticipated, seating diagrams and their respective occupant loads may also be required to be posted. 19. Panic hardware shall be provided for all exit and exit access doors in assembly occupancies. Such doors shall swing in the direction of travel. Doors equipped with panic hardware shall have no other lock or latch except panic hardware. If panic hardware is permitted on the main door when permitted by CBC 1008.1.3, a sign stating "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED" in minimum 1-inch lettering contrasting with their background shall be posted in a conspicuous location on or adjacent to the door and the door shall be equipped only with a key-operated lock that visually indicates whether it is open or locked. 20. Tables shall be spaced 50 inches apart where seating is back to back and aisle accessways serve more than 4 occupants or are longer than six feet. Aisle widths shall be a minimum of 36 inches where seating is only on one side of the aisle or 42 inches for seating on both sides. Where seats back up into aisles, seat backs shall be located at 19 inches from the table edge and the clear aisle width shall be measured from the back of the seat. cbc 1028.10 21. Open flame in assembly areas is prohibited except as specifically permitted by the OCFA in compliance with CFC Chapter 3 <u>EXTINGUISHING SYSTEMS</u> 22. An automatic fire sprinkler system shall be provided throughout the building in compliance with 2013 NFPA 13 and CFC 903. Review and approval of a sprinkler plan is required prior to installation or modification. 23. An automatic extinguishing system shall be provided to protect commercial-type food heating equipment that produces grease-laden vapors and shall comply with 2013 CFC and CFC and 2004 NFPA 17A. Review and approval of a hood and duct extinguishing system plan is required prior to installation or use of cooking equipment. <u>ALARM and MONITORING SYSTEMS</u> 24. A fire alarm system shall be provided in compliance with CBC/CFC 907 and 2013 NFPA 72. A separate plan submittal is required for approval prior to installation or modification. 25. Automatic fire sprinkler system(s) and all control valves, with the exception of those listed in CFC 903.4, shall be monitored by a UL listed central alarm station. <u>OTHER REQUIREMENTS</u> 26. At least one emergency escape and rescue window shall be provided for every sleeping room below the fourth story. CBC 1029 27. Projects located within a D.O.G.R. field boundary, near an oil/gas well or seep, or other locations with a potential for combustible soil gas shall undergo evaluation and possible mitigation as described in OCFA Guideline C-03. 28. Buildings meeting the criteria in OCFA Guideline E-03 shall be equipped with an emergency responder digital radio system. Evidence of compliance shall be provided to the OCFA or Building Department, as applicable, prior to occupancy.	<u>PROJECT SCOPE/DESCRIPTION</u> CONSTRUCTION OF NEW 72 BED LICENSED RESIDENTIAL CARE FACILITY FOR THE ELDERLY, PROVIDING ASSISTED LIVING SERVICES SPECIALIZING IN MEMORY CARE, ALONG WITH REQUIRED SITE IMPROVEMENTS AND LANDSCAPING FACILITY SHALL BE LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR A MAXIMUM OF 72 RESIDENTS <u>SITE ADDRESS (TBD)</u> 24888 ALICIA PARKWAY LAGUNA HILLS, CA 92653 <u>ASSESSOR'S PARCEL NO.</u> 420-231-08 420-231-04 <u>JURISDICTION HAVING AUTHORITY</u> • CITY OF LAGUNA HILLS • ORANGE COUNTY FIRE AUTHORITY <u>GOVERNING CODES</u> THESE DOCUMENTS AND THIS PROJECT SHALL CONFORM WITH THE FOLLOWING CODES: CALIFORNIA BUILDING CODE, 2016 EDITION CALIFORNIA GREEN BUILDING STANDARDS CODE, 2016 EDITION CALIFORNIA PLUMBING CODE, 2016 EDITION CALIFORNIA MECHANICAL CODE, 2016 EDITION CALIFORNIA ELECTRIC CODE, 2016 EDITION CALIFORNIA FIRE CODE, 2016 EDITION CALIFORNIA ENERGY CODE, 2016 EDITION <u>SITE DATA</u> • SITE AREA: 2.43 Acres (114,543 s.f.) • F.A.R.: Bldg. Area/Site Area = 31,500/110,030 = 0.29 (0.38 ALLOWED) • LOT COVERAGE: Building Coverage/ Site Area = 32,014/110,030 = 0.29 (0.50 ALLOWED) • SETBACKS REQUIRED/PROVIDED: -FRONT: 10' -SIDE (STREET): 10' -REAR: 20' <u>PARKING REQUIREMENTS</u> TOTAL SPACES REQUIRED: 24 SPACES (1 PER 3 BEDS) TOTAL SPACES PROVIDED: 28 SPACES <u>BUILDING DATA</u> OCCUPANCY GROUPS: R-21 (NON-AMBULATORY), A-2/A-3, B CONSTRUCTION TYPE: V-A SPRINKLERED: YES NO. STORIES: ONE BUILDING AREA: 31,500 s.f. MAX. BLDG. HT. (Allowed): 40 FEET MAX. RIDGE. HT. (Actual): 25 FEET <u>ALLOWABLE BUILDING AREA</u> NON-SEPARATED OCCUPANCY METHOD #R21 MOST RESTRICTIVE USE <table><tr><th>Occupancy Group</th><th>Allowable Area</th><th>300% Allowable Sprinkler Increase</th><th>Actual Bldg. Area</th></tr><tr><td>R21</td><td>10,500 s.f.</td><td>31,500 s.f.</td><td></td></tr><tr><td>A-2/A-3</td><td>11,500 s.f.</td><td>34,500 s.f.</td><td></td></tr><tr><td>B</td><td>18,000 s.f.</td><td>54,000 s.f.</td><td></td></tr><tr><td>Totals</td><td>40,000 s.f.</td><td>120,000 s.f.</td><td>31,500 s.f. BUILDING COMPLIES</td></tr></table> NOTE: OCCUPANCIES ARE NON-SEPARATED; THE MOST RESTRICTIVE REQUIREMENTS OF CBC CHAPTER 1 FOR EACH NON-SEPARATED OCCUPANCY SHALL APPLY THROUGHOUT ALL NON-SEPARATED SPACES. <u>OCCUPANCY CLASSIFICATION</u> 1. THE PROJECT, AS CONSTRUCTED, WILL BE CLASSIFIED AS AN R-21 OCCUPANCY, BUT SHALL MEET ALL THE REQUIREMENTS OF AN I-3 (CONDITION 2) OCCUPANCY, SO THAT REQUIREMENTS OF CBC CHAPTER 1 FOR EACH NON-SEPARATED OCCUPANCY SHALL APPLY THROUGHOUT ALL NON-SEPARATED SPACES. 2. THE FOLLOWING IS A PARTIAL LIST OF CODE ITEMS FOR WHICH THE CONSTRUCTED BUILDING WILL, AS DESIGNED, COMPLY WITH THE REQUIREMENTS FOR AN I-3 OCCUPANCY: A. BUILDING SHALL COMPLY WITH ALL RELEVANT PORTIONS OF SECTION 408 AS RELATING TO I-3 OCCUPANCIES, SPECIFICALLY: i. BUILDING SHALL HAVE AN APPROVED MANUAL AND AUTOMATIC FIRE ALARM PER SECTION 408.10. ii. BUILDING SHALL HAVE AN AUTOMATIC SPRINKLER SYSTEM, PER NFPA 13, 2013 EDITION. iii. LOCKS, EGRESS DOORS ARE PERMITTED TO BE LOCKED IN ACCORDANCE WITH SECTION 408.4 B. PER SECTION 408.12, THIS OCCUPANCY MAY BE HOUSED IN ONE STORY BUILDINGS OF TYPE V-A CONSTRUCTION, PROVIDED FLOOR AREA DOES NOT EXCEED 5,200 SQ. FT. BETWEEN FIRE WALLS OF TWO-HOUR CONSTRUCTION WITH OPENINGS PROTECTED BY FIRE ASSEMBLIES HAVING A 1-1/2 HOUR FIRE PROTECTION. C. RESIDENTS IN THIS BUILDING WILL HAVE 24 HOUR CONTINUOUS SUPERVISION	Occupancy Group	Allowable Area	300% Allowable Sprinkler Increase	Actual Bldg. Area	R21	10,500 s.f.	31,500 s.f.		A-2/A-3	11,500 s.f.	34,500 s.f.		B	18,000 s.f.	54,000 s.f.		Totals	40,000 s.f.	120,000 s.f.	31,500 s.f. BUILDING COMPLIES	<u>ARCHITECTURAL</u> TS TITLE SHEET, PROJECT INFO A1.1 SITE PLAN A2.1 SITE DETAILS A2.1 BUILDING FLOOR PLAN A2.2 ROOF PLAN A3.1 BUILDING ELEVATIONS E1.1 SITE PHOTOMETRIC PLAN <u>CIVIL</u> TPM-1 TENTATIVE PARCEL MAP TITLE SHEET TPM-2 TENTATIVE PARCEL MAP C-1 GRADING PLAN <u>LANDSCAPE</u> L-1 PRELIMINARY LANDSCAPE PLAN	<u>OWNER</u> EMU LIMITED c/o ACTIVCARE LIVING 9619 CHESAPEAKE DRIVE, SUITE 103 SAN DIEGO, CA 92123 Ph: (658)565-4424 Fax: (658)565-1508 Contact Person: KEVIN MORARTY <u>ARCHITECT</u> JAMES H. WHEELER ARCHITECT, INC. 9619 CHESAPEAKE DRIVE, SUITE 103 SAN DIEGO, CA 92123 Ph: (658)571-6190 Fax: (658)565-1508 <u>CIVIL ENGINEER</u> NASLAND ENGINEERING 4740 KLEINER STREET SAN DIEGO, CA 92111 Ph: (658)292-7770 Fax: (658)571-3241 Contact Person: CORY SCORACK <u>LANDSCAPE ARCHITECT</u> PARTEER 1221 HAYES AVENUE SAN DIEGO, CA 92103 Ph: (619)296-3712 Fax: (619)296-3702 Contact Person: PAT O'CONNOR <u>ELECTRICAL ENGINEER</u> KRUSE AND ASSOCIATES 12245 WORLD TRADE DRIVE, SUITE A SAN DIEGO, CA 92128 Ph: (658)676-9776 Fax: (658)676-9744 Contact Person: KEITH KRUSE
Occupancy Group	Allowable Area	300% Allowable Sprinkler Increase	Actual Bldg. Area																						
R21	10,500 s.f.	31,500 s.f.																							
A-2/A-3	11,500 s.f.	34,500 s.f.																							
B	18,000 s.f.	54,000 s.f.																							
Totals	40,000 s.f.	120,000 s.f.	31,500 s.f. BUILDING COMPLIES																						

VICINITY MAP

TITLE SHEET

ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

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DRAWING STATUS
☒ PRELIMINARY DRAWINGS
☒ DESIGN DEVELOPMENT DRAWINGS
☐ CHECK SET
☐ PROGRESS DRAWINGS
☐ PLAN CHECK DRAWINGS
☐ BID SET DRAWINGS
☐ CONSTRUCTION DOCUMENTS
☐ OTHER

REVISION 1-21-2018 DESIGN REVIEW COMMENTS

REVISION 1

REVISION 2

REVISION 3

REVISION 4

REVISION 5

REVISION 6

DATE 9/27/2018

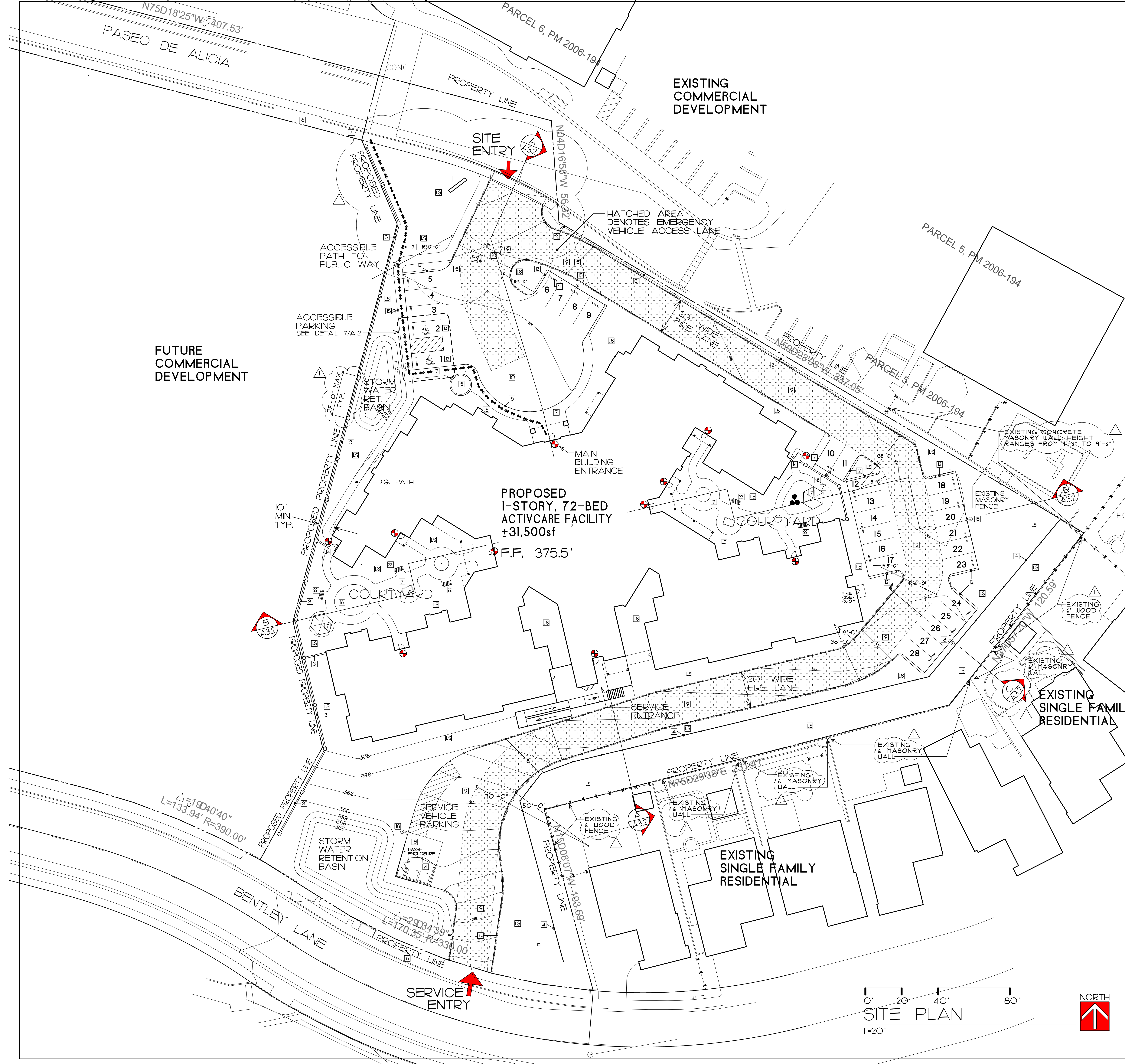
PROJECT NO.

DRAWN BY

SCALE SEE PLAN

DRAWING NO.

TS



1. FOR ALL EXISTING AND PROPOSED UTILITY SIZES AND LOCATIONS, SEE CIVIL ENGINEERING PLANS

2. FOR ALL EXISTING AND PROPOSED EASEMENTS, SEE CIVIL ENGINEERING PLANS

3. FOR ALL STORMWATER MANAGEMENT REQUIREMENTS, SEE CIVIL ENGINEERING PLANS

4. PROVIDE BUILDING ADDRESS NUMBERS, VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY PER FIRE DEPARTMENT REQUIREMENTS

5. POST INDICATOR VALVES, FIRE DEPARTMENT CONNECTIONS, AND ALARM BELL ARE TO BE LOCATED ON THE ADDRESS/ACCESS SIDE OF THE STRUCTURE.

KEYNOTES

1. LANDSCAPING/PLANTING. SEE LANDSCAPE PLANS

2. MONUMENT SIGN. PER DETAIL 1/A12

3. 36" HIGH WOOD LODGE-POLE FENCE. SEE DETAIL 3/A12

4. 6" HIGH MASONRY WALL PER DETAIL 5/A12. STUCCO/STONE FINISH. PLANTING TRELLIS AT COURTYARD WALLS ONLY

5. 6" VINYL FENCE PER DETAIL 2/A12

6. 6" CONCRETE CURB. TYP. U.O.N.

7. EXISTING CONCRETE SIDEWALK IN PUBLIC WAY. SEE CIVIL PLANS

8. CONCRETE PLATWORK, BROOM FINISH. SEE LANDSCAPE PLANS FOR PRECISE LAYOUT & COLOR

9. CONCRETE PAVING - SEE SOILS REPORT FOR SECTION

10. ASPHALT PAVING - SEE SOILS REPORT FOR SECTION

11. DECORATIVE CONCRETE PAVERS - SEE SOILS REPORT FOR SECTION. HOLLAND STONE BY ACKER-STONE. 4'x8'x8cm. COLOR: RED/TAN/CHARCOAL BLEND. PATTERN: HERRINGBONE

12. CONCRETE WHEEL STOP, SECURE W/ REBAR, TYPICAL

13. 12" CONCRETE STEP-OUT (TYP.)

14. ACCESSIBLE PARKING SPACE. SEE DETAIL 7/A12 AND SHEET ACC-1 FOR ADDITIONAL INFO

15. 42" WIDE EMERGENCY ACCESS GATE. PER DETAIL 5/A12

16. DECORATIVE FOUNTAIN. SEE LANDSCAPE PLAN

17. SYNTHETIC PUTTING GREEN. SEE LANDSCAPE PLAN

18. PRE-FAB GAZEBO - SEE LANDSCAPE PLANS

19. EXTERIOR PARKING LOT LIGHT POLE. (SEE DETAIL 8/A12)

20. FIRE DEPARTMENT CONNECTION

21. CONCRETE CROSS-GUTTER. SEE CIVIL PLANS

22. TRASH ENCLOSURE PER DETAIL 6/A12. PROVIDE DRAIN TO SANITARY SEWER.

23. BENCH - SEE LANDSCAPE PLANS

24.

25.

*** DENOTES ACCESSIBLE PATH OF EGRESS FROM THE BUILDING ENTRANCE, ACCESSIBLE PARKING AND TRAILER PUBLIC WAY

● DENOTES ACCESSIBLE MEANS OF EGRESS FROM BUILDING

FIRE PROTECTION NOTES

1. ALL VEGETATION OVERHANGING THE FIRE ACCESS ROADWAY SHALL BE MAINTAINED TO PROVIDE A CLEAR HEIGHT OF 13'-4" AT ALL TIMES

2. SPECIFIC AREAS DESIGNATED BY THE OCFA AS FIRE LANES MUST BE MARKED WITH RED CURBS WITH THE FOLLOWING SPECIFICATIONS:
A. CURBS SHALL BE PAINTED OSHA SAFETY RED
B. "FIRE LANE - NO PARKING" SHALL BE PAINTED ON TOP OF CURB IN 3" LETTERING AT A SPACING OF 30 FEET ON CENTER OR PORTION THEREOF
RED CURBS SHOWN ON SITE PLAN WITH ***** DESIGNATION

3. AT THE ENTRY TO THE AREA MARKED WITH FIRE LANES, A FIRE LANE ENTRANCE SIGN PER THE FOLLOWING SPECIFICATIONS SHALL BE INSTALLED:

NOTICE
NO PARKING IN AREAS MARKED AS
FIRE LANE
VIOLATING VEHICLES
WILL BE CITED
OR TOWED AT
OWNERS EXPENSE
LAW AGENCY NAME & PHONE:
TOWING COMPANY NAME & PHONE:
CVC 22556(a) CVC 22500(1)

1-3/8" BOLD RED LETTERING ON WHITE REFLECTIVE BACKGROUND

2-3/4" BOLD WHITE REFLECTIVE LETTERING ON RED BACKGROUND

1-3/8" BOLD RED LETTERING ON WHITE REFLECTIVE BACKGROUND

1" RED LETTERING ON WHITE REFLECTIVE BACKGROUND

ALL SIGN AND LETTERING SHOWN ARE MINIMUMS. "ARIAL NARROW" FONT IS USED IN SAMPLE THOUGH OTHER LEGIBLE SANS-SERIF FONTS MAY BE ACCEPTABLE

THIS SIGN SHALL BE POSTED AT ALL VEHICLE ENTRANCES TO AREAS MARKED WITH EITHER RED CURBS OR FIRE LANE "NO PARKING" SIGNS. SIGNS SHALL BE MOUNTED FACING THE DIRECTION OF TRAFFIC AND CLEARLY VISIBLE TO ONCOMING TRAFFIC ENTERING THE DESIGNATED AREA. SIGNS SHALL BE MADE OF DURABLE MATERIAL AND INSTALLED PER OCFA REQUIREMENTS

TOWING COMPANY CONTACT INFORMATION IS REQUIRED FOR ALL PROPERTIES WITH A STANDING WRITTEN AGREEMENT FOR SERVICES WITH A TOWING COMPANY PER THE CALIFORNIA VEHICLE CODE.

JAMES H. WHEELER
ARCHITECT, INC.
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San Diego, CA 92123 (619) 571-6190

SITE PLAN

ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
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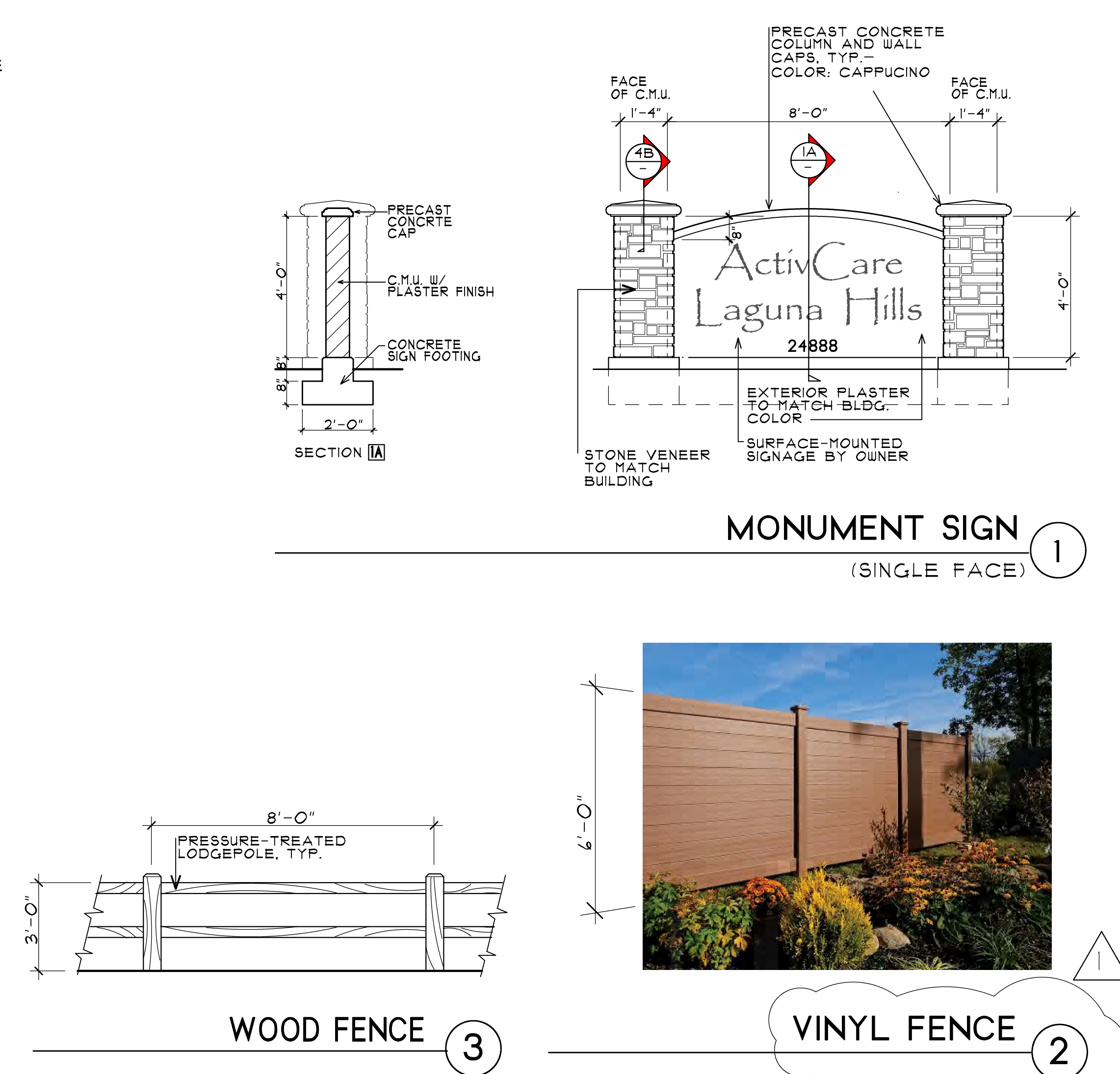
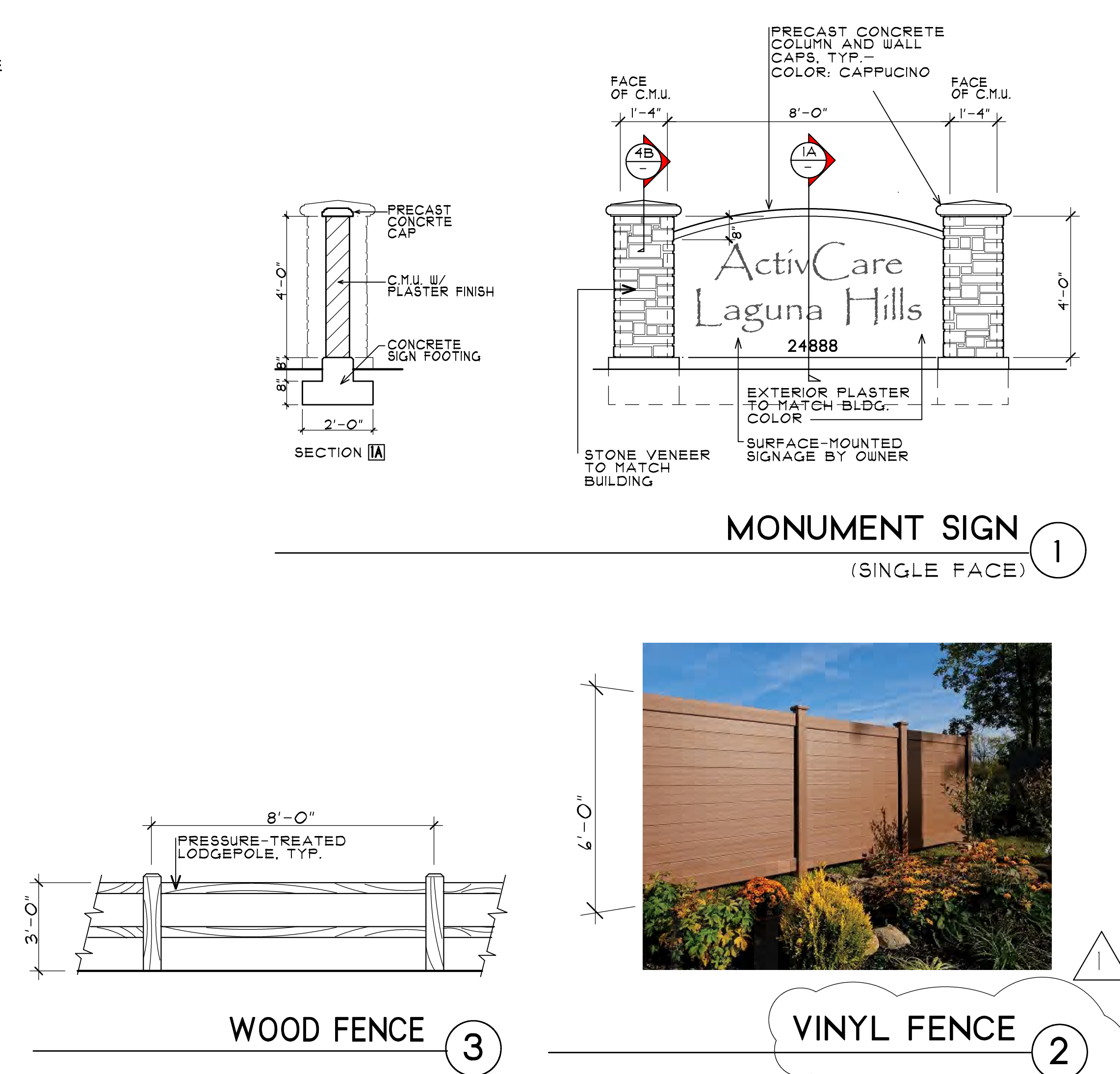
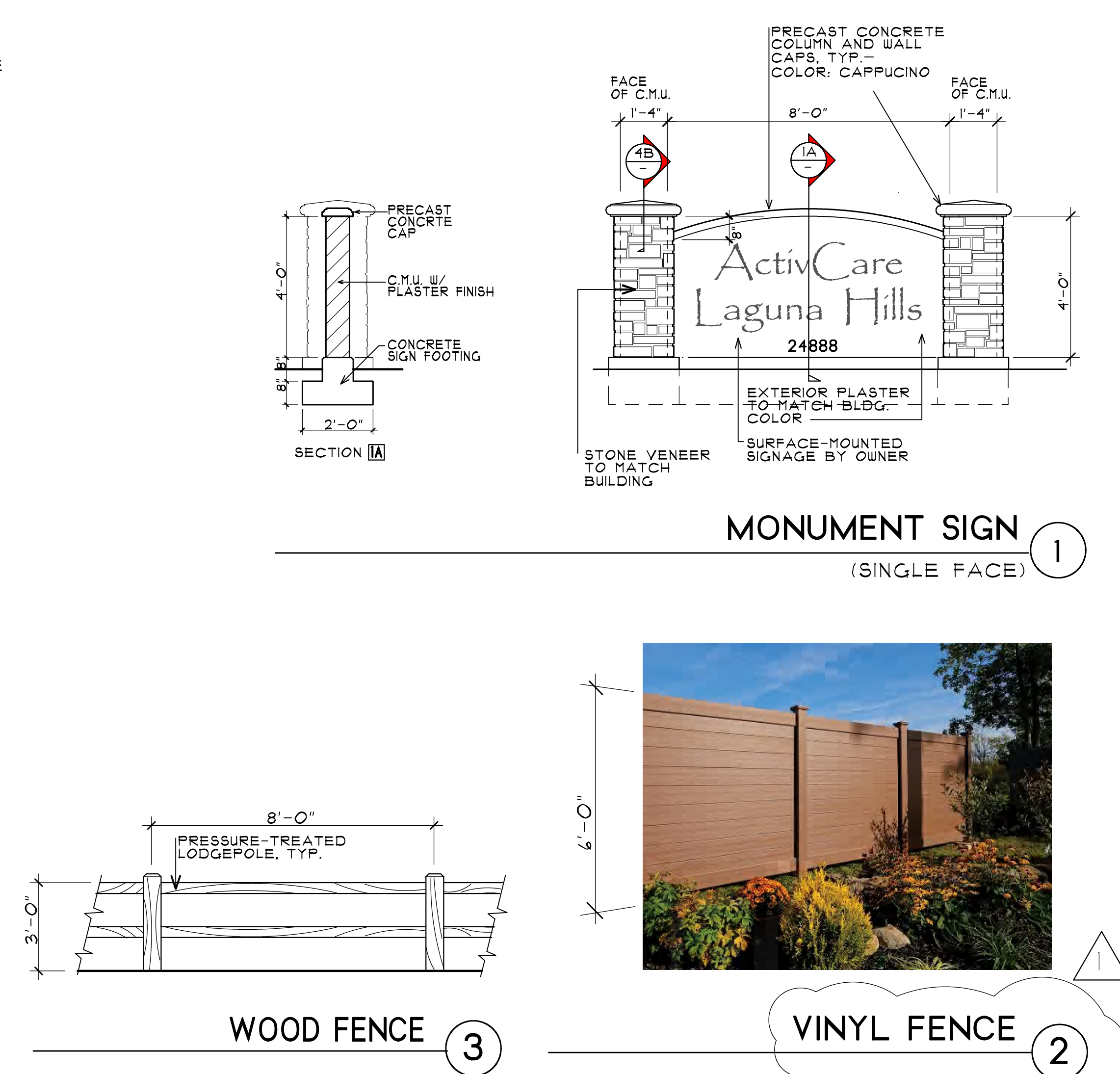
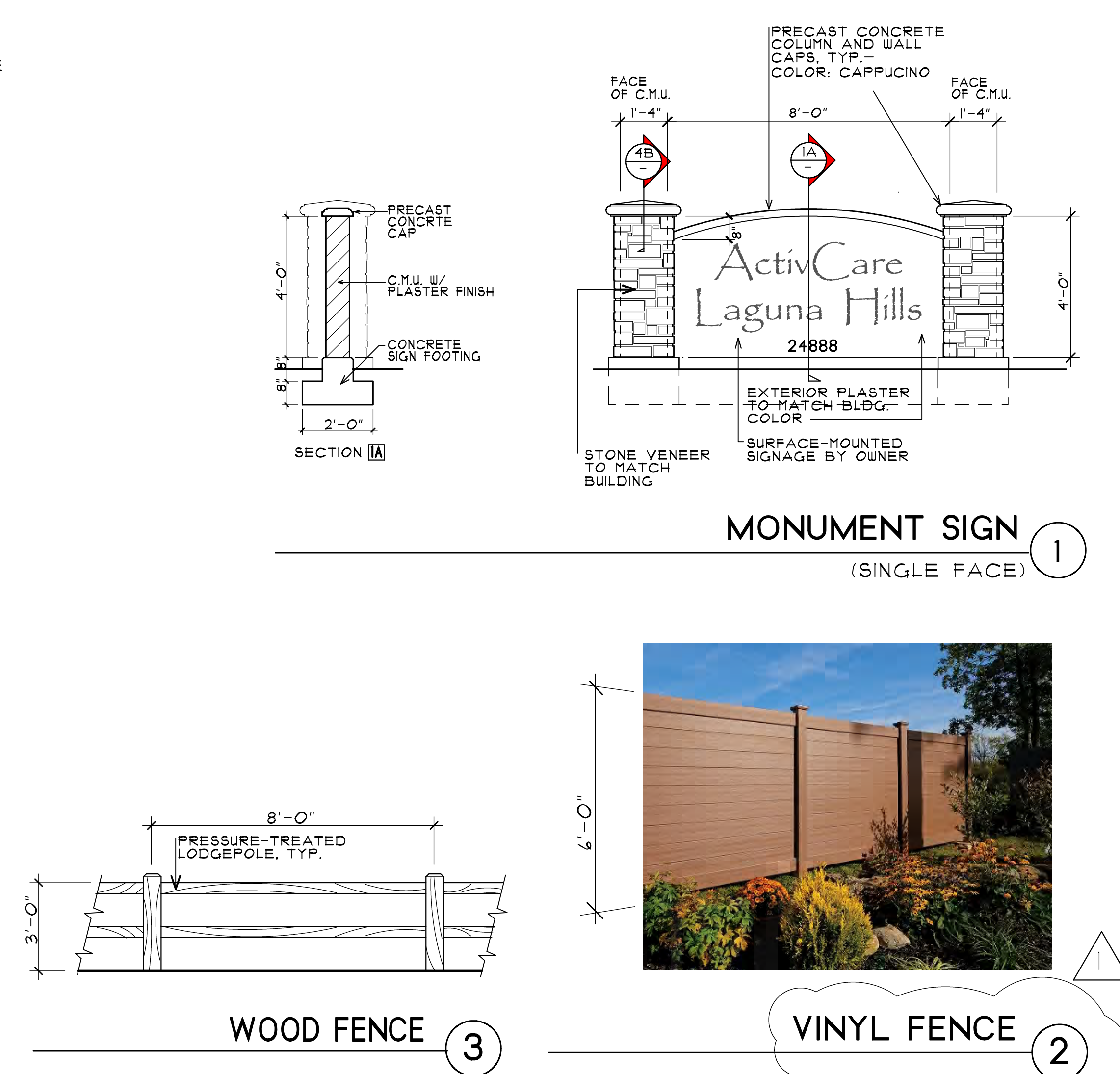
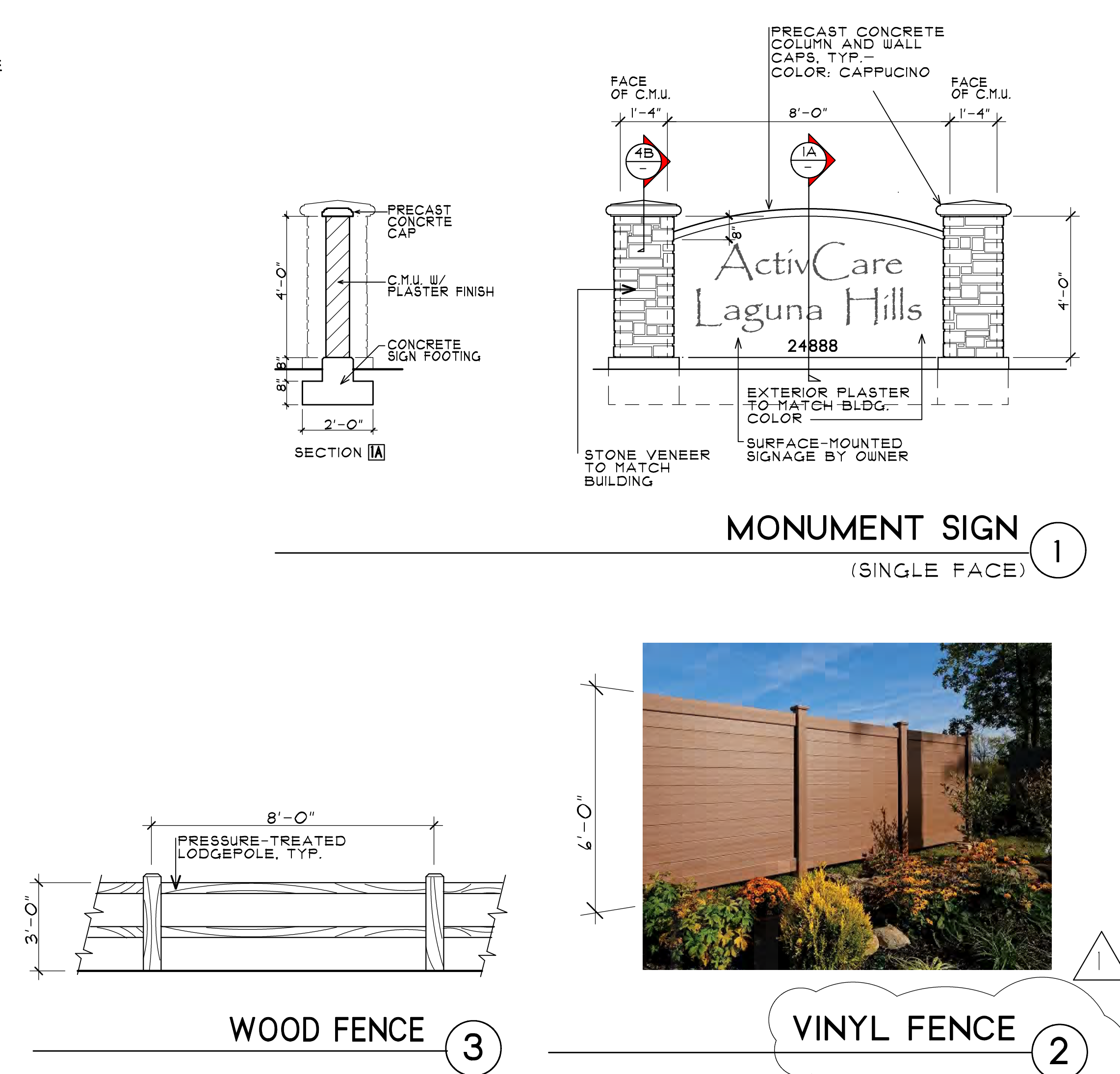
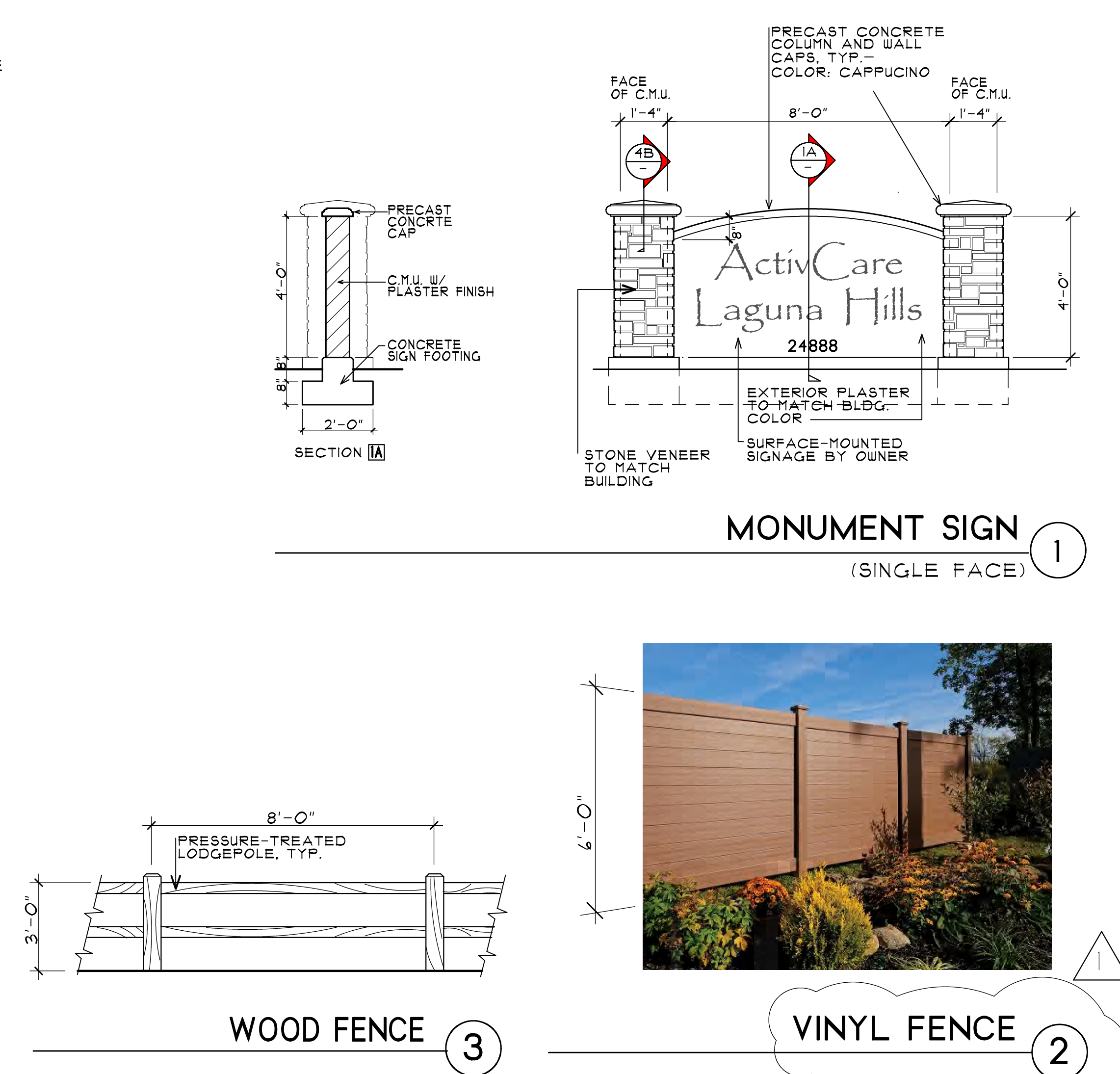
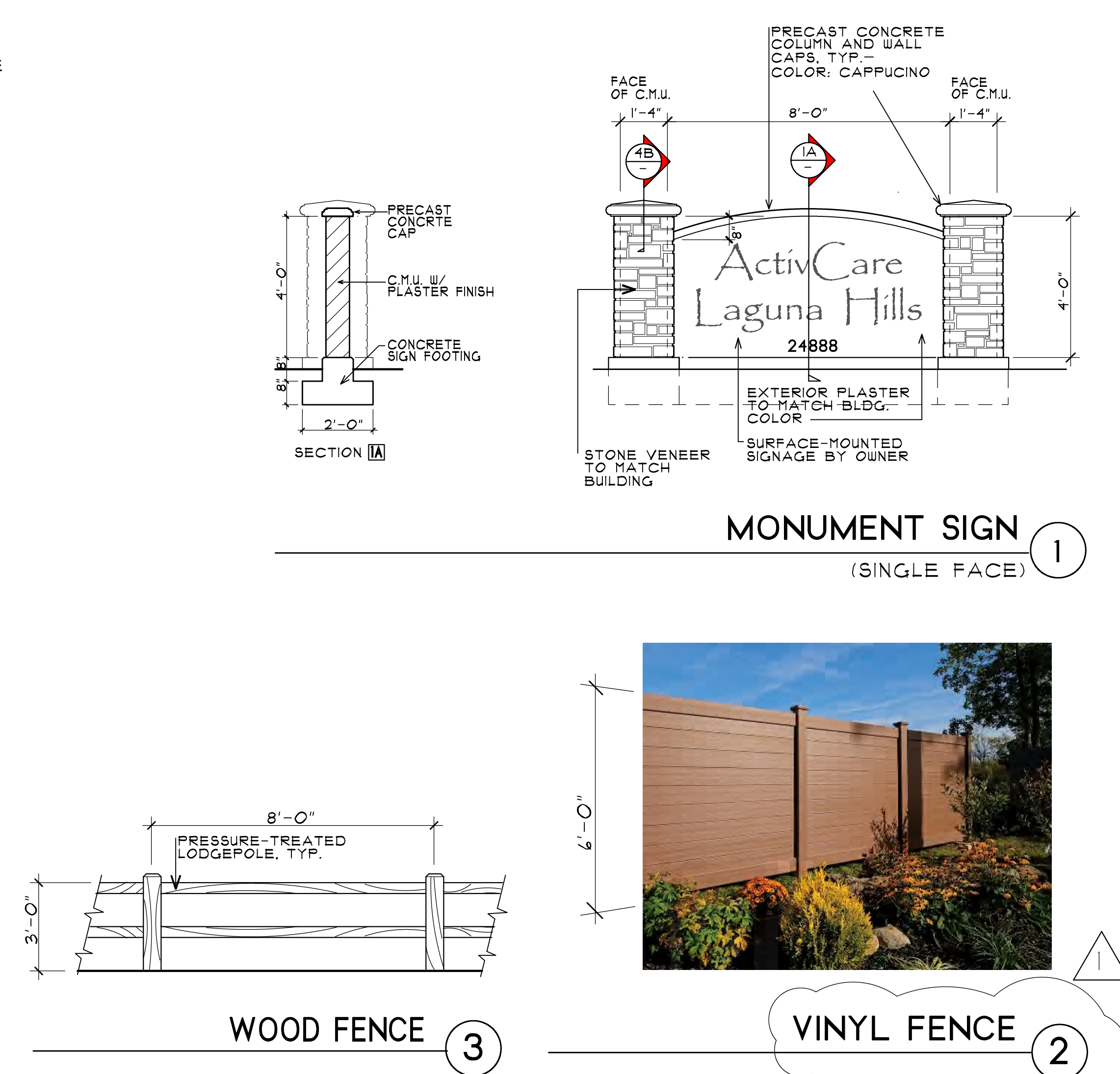
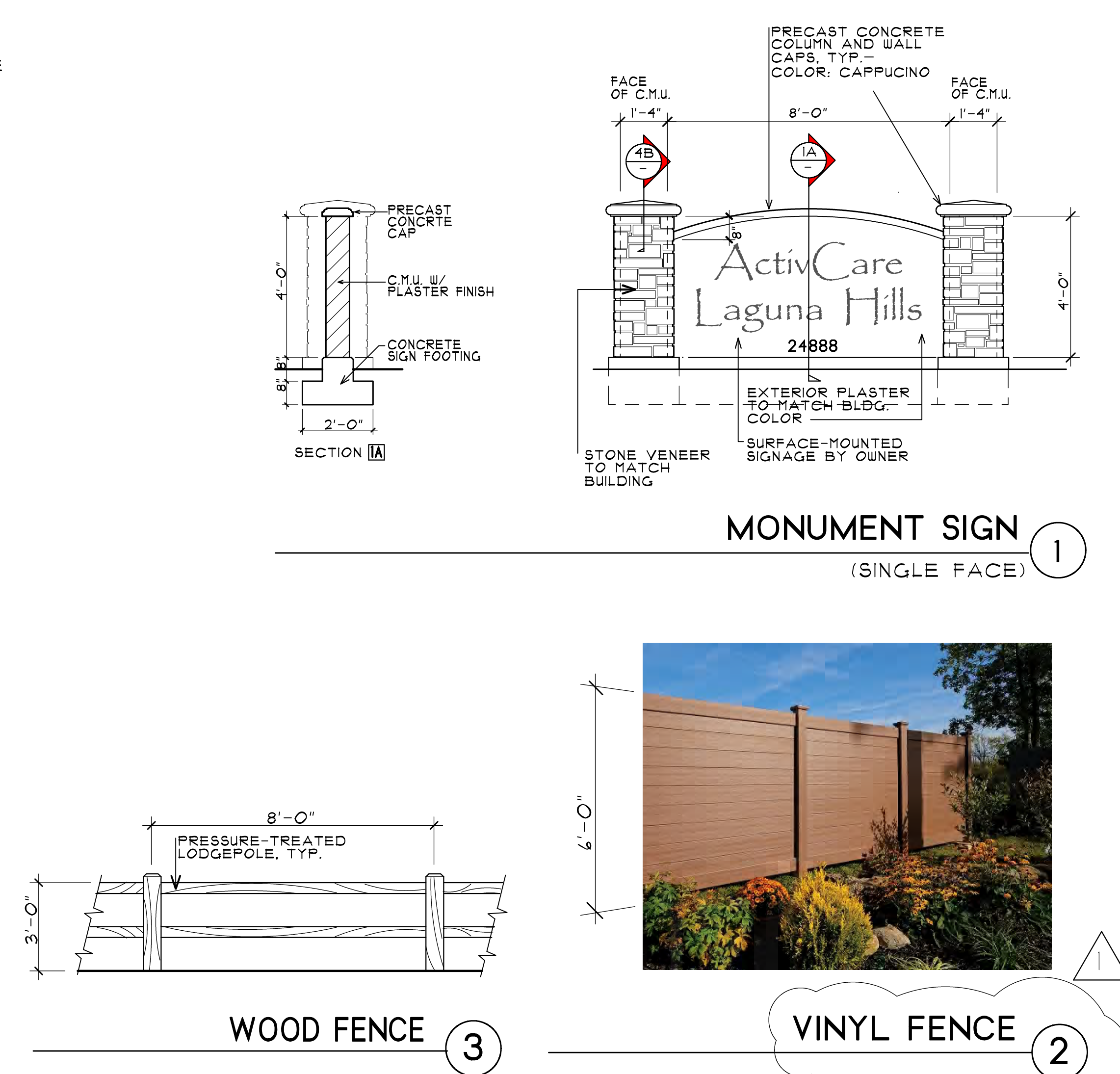
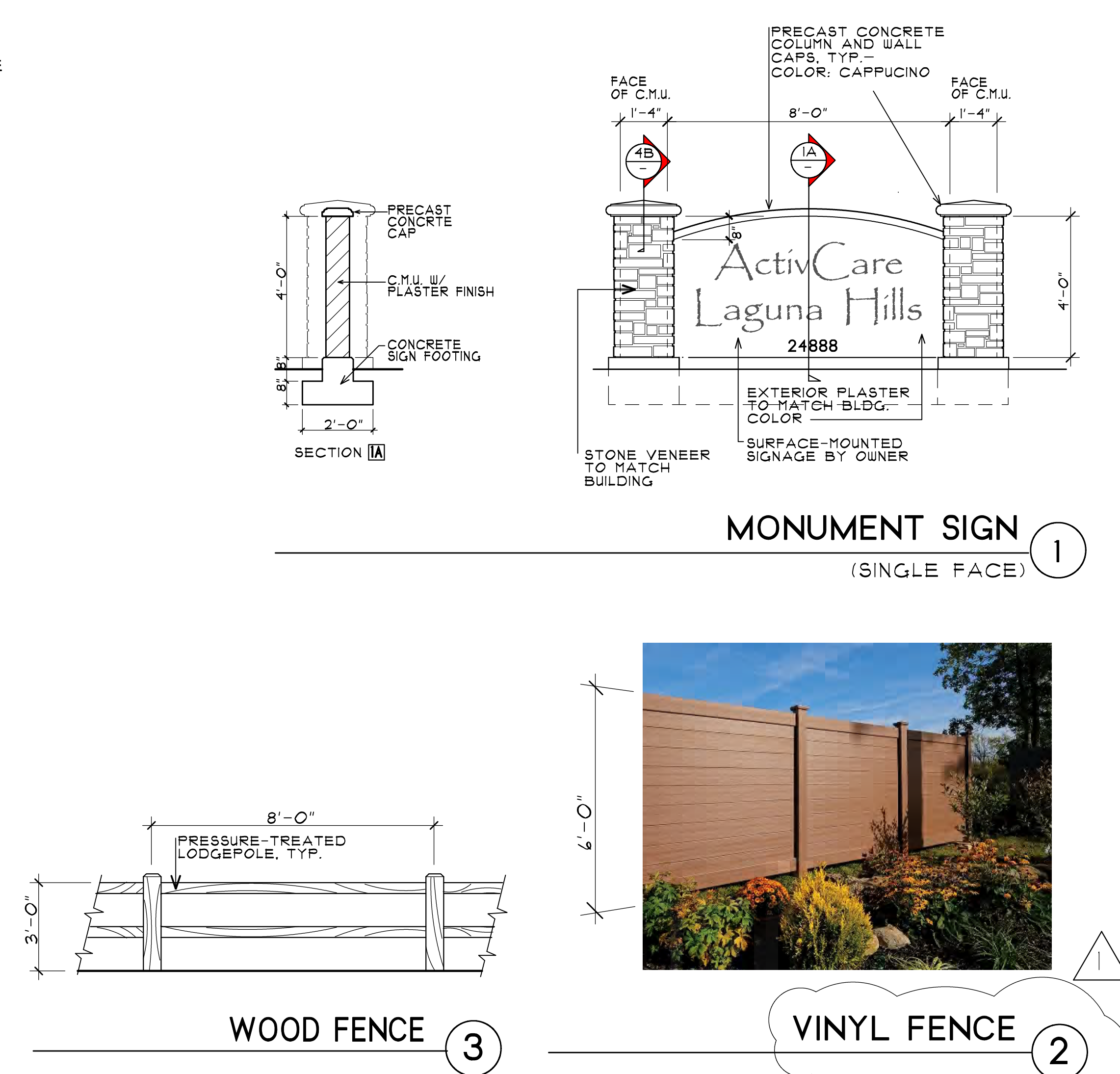
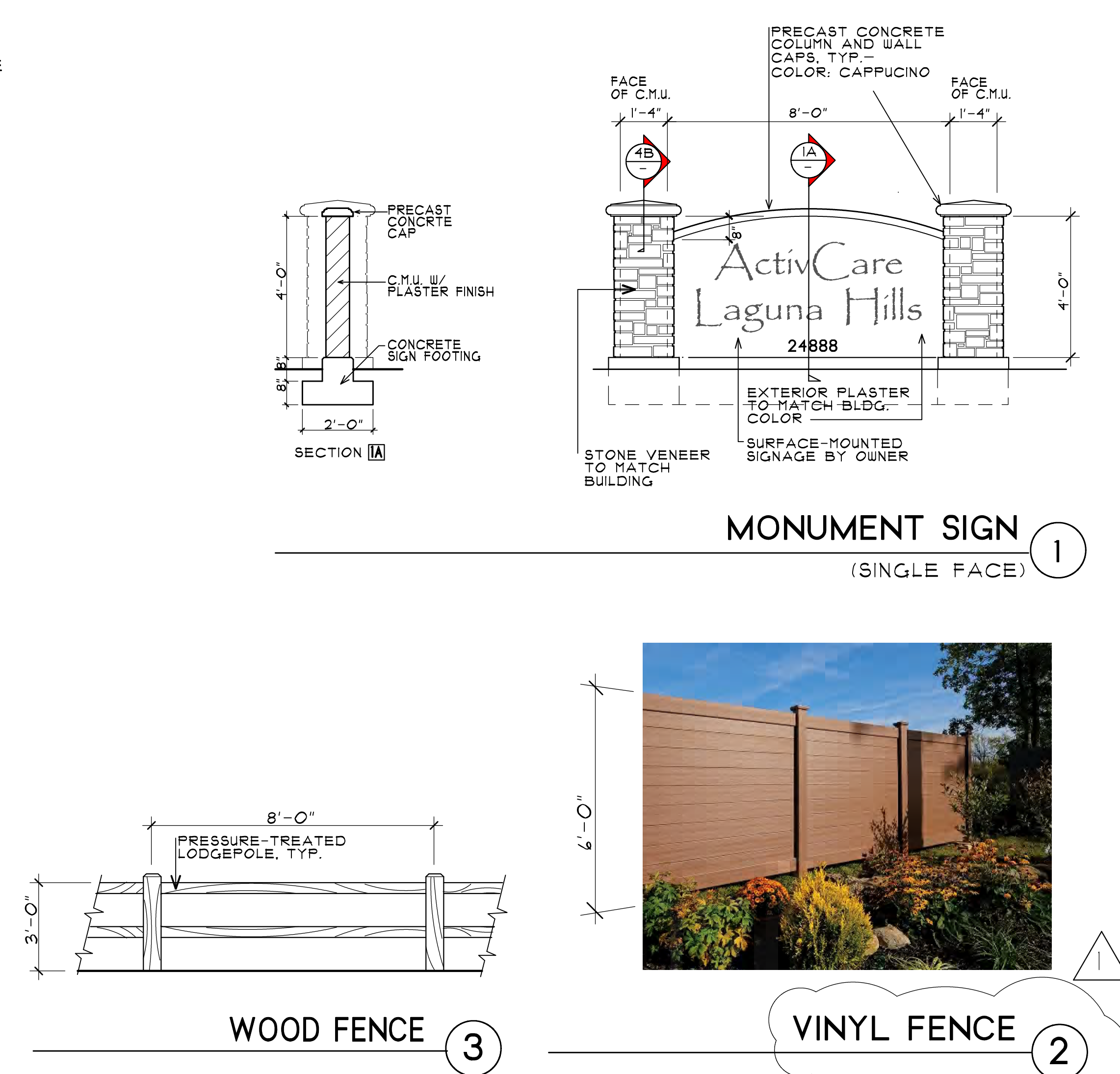
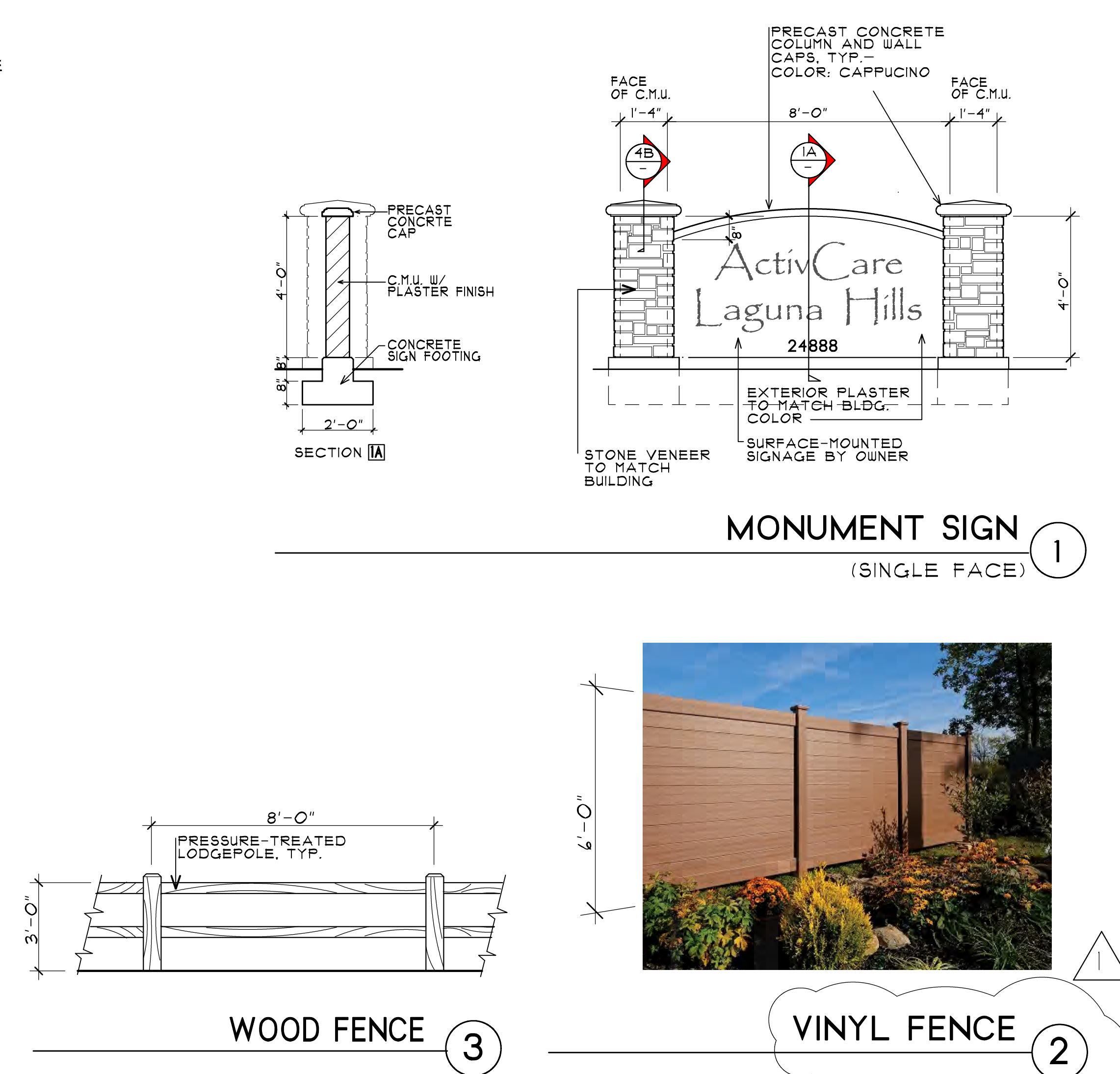
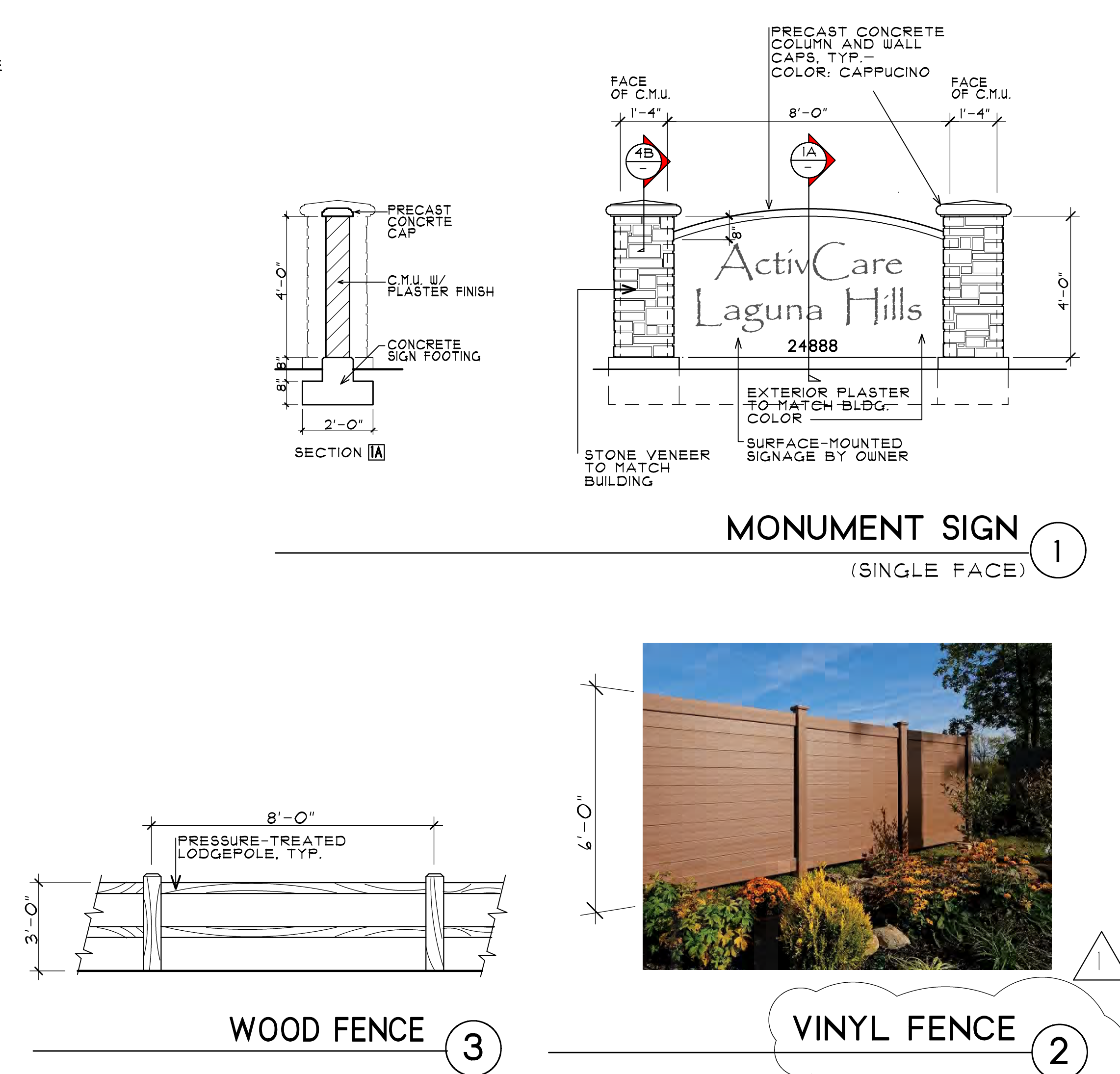
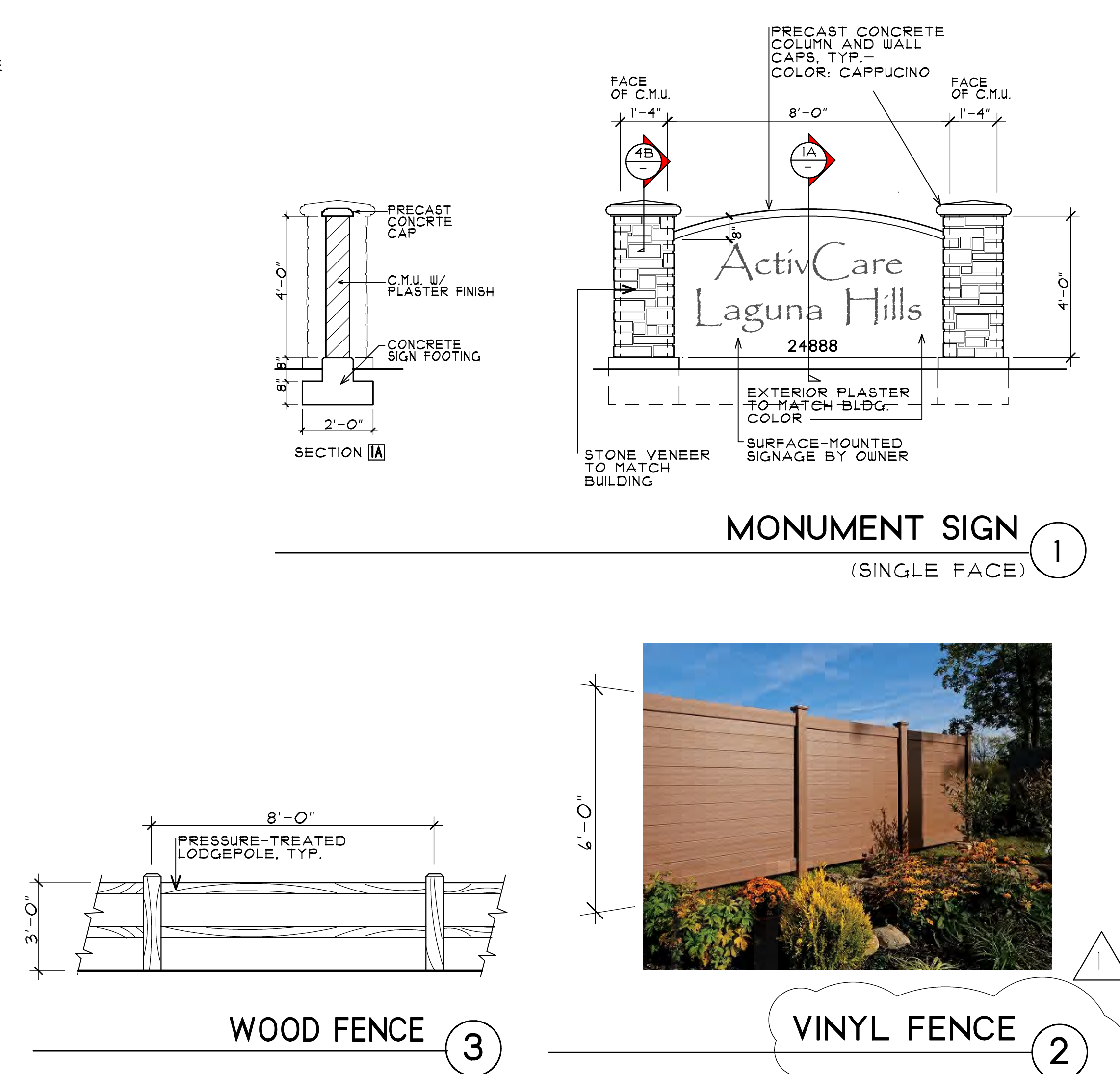
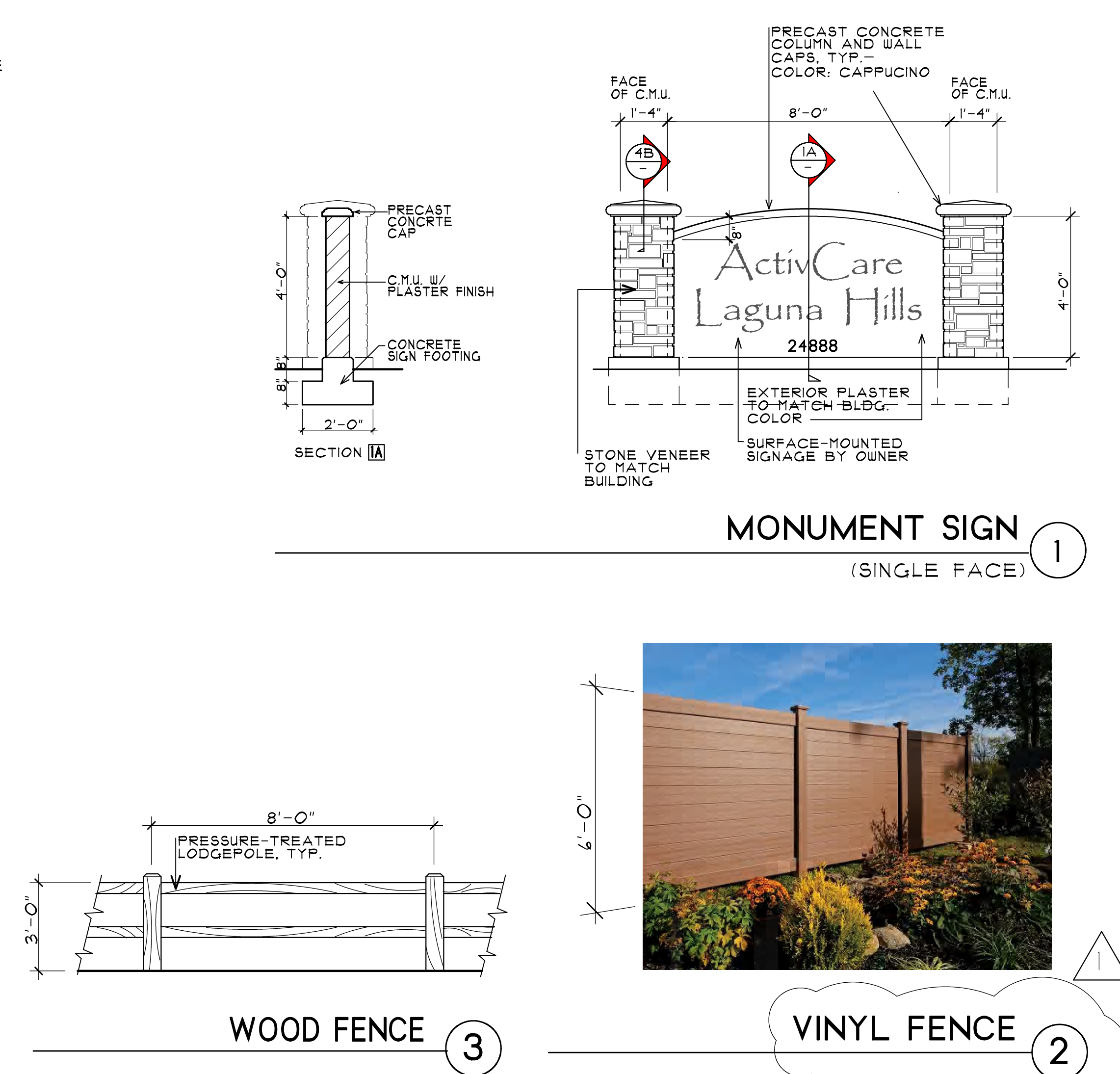
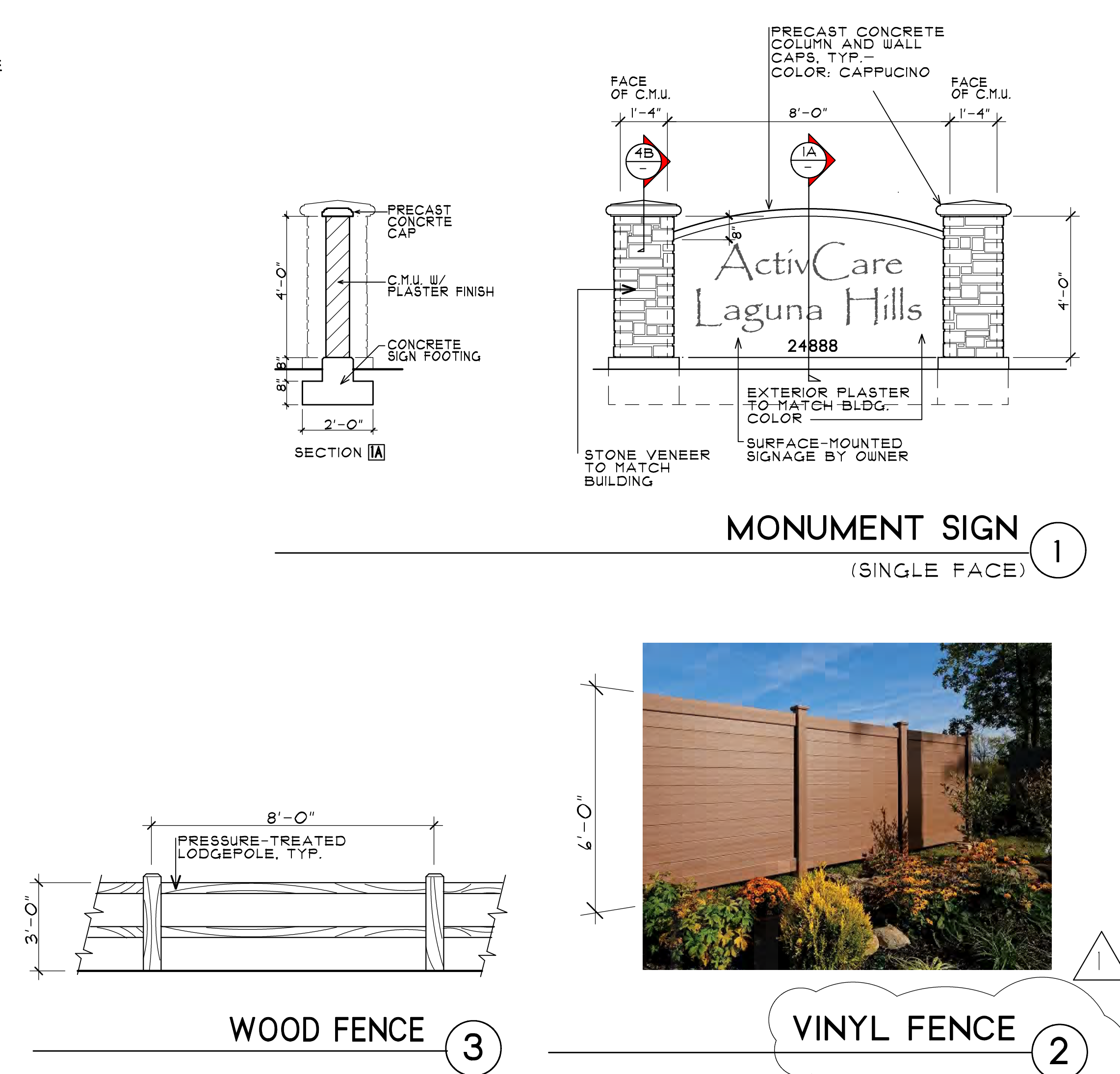
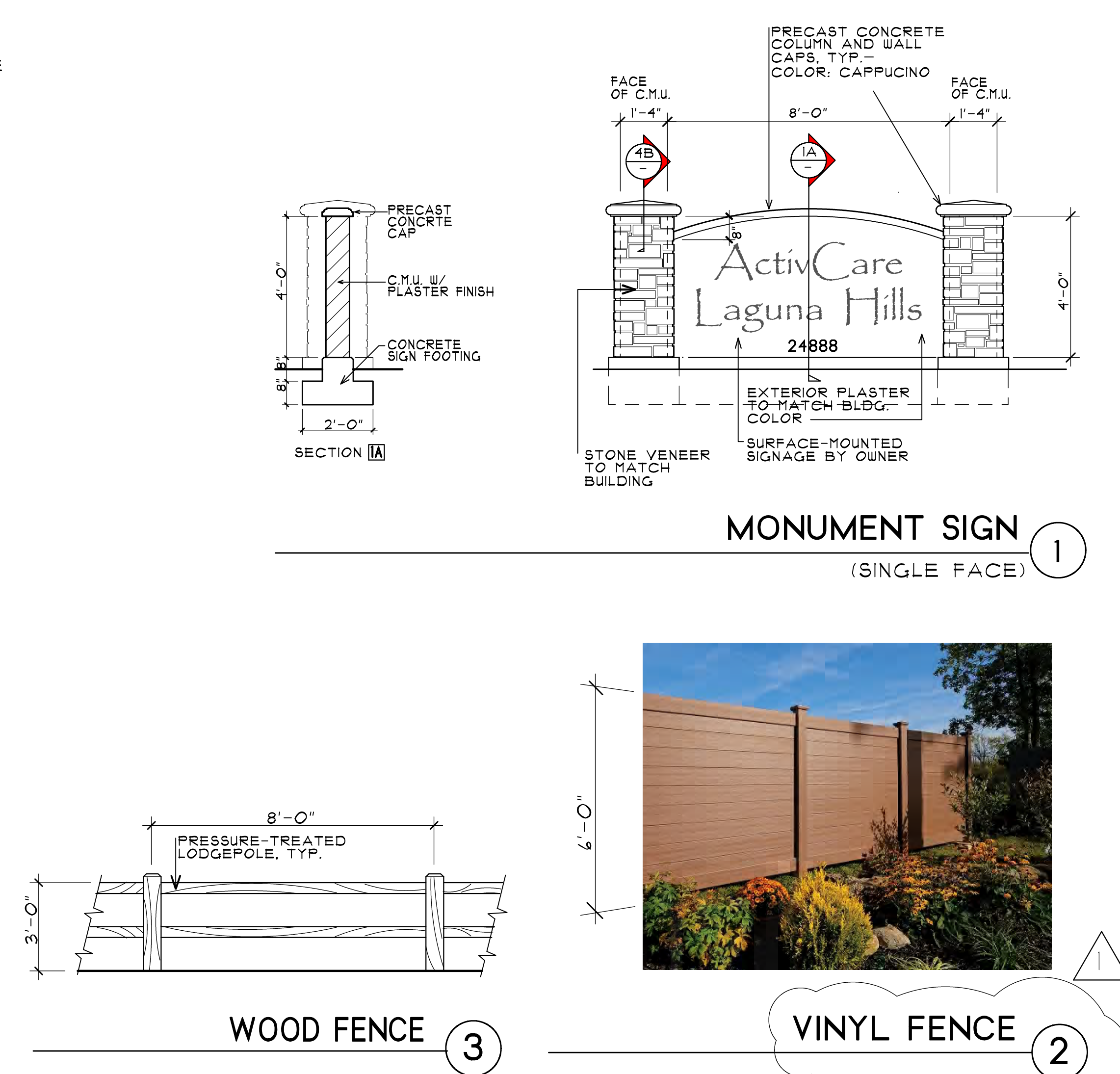
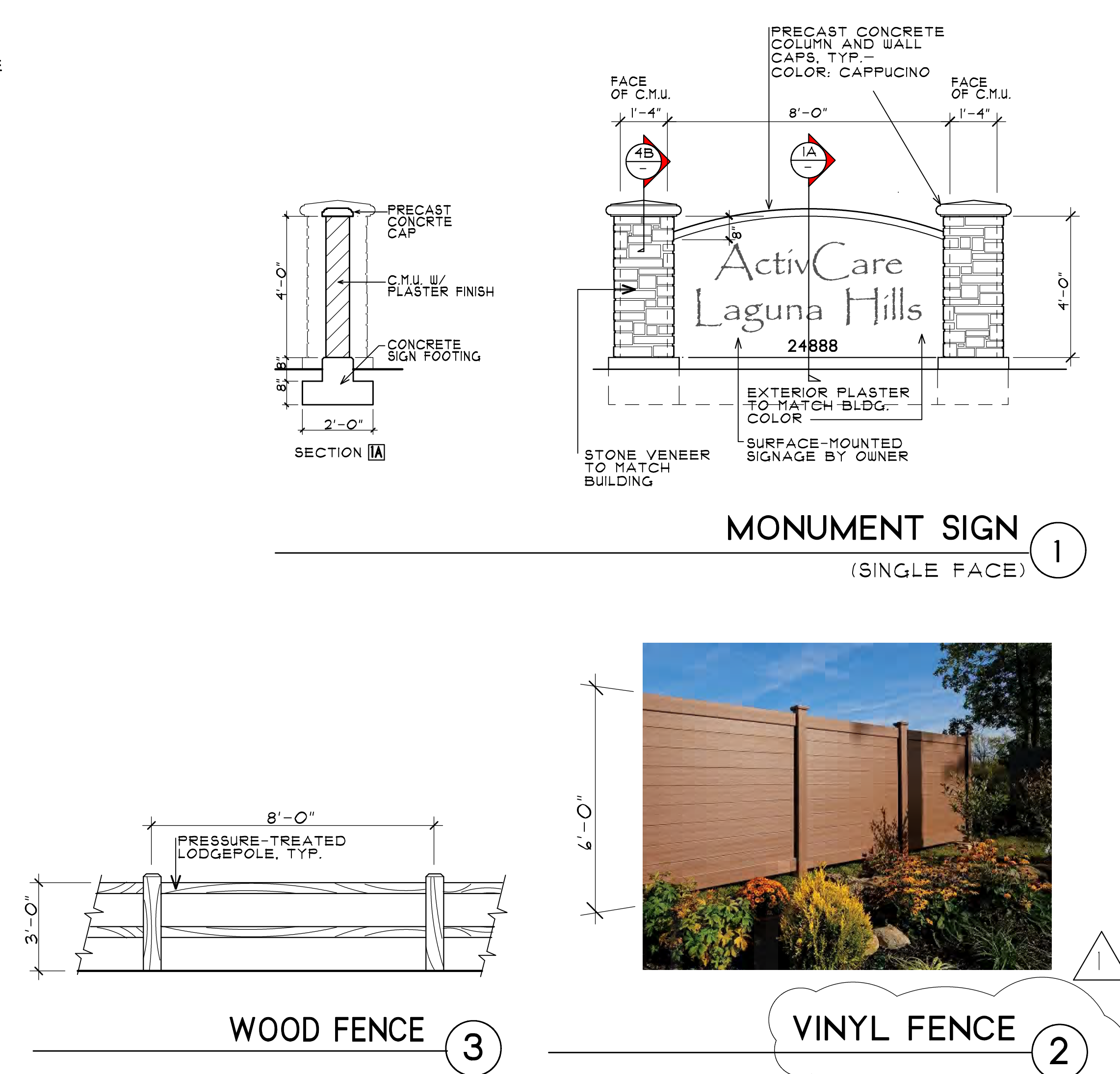
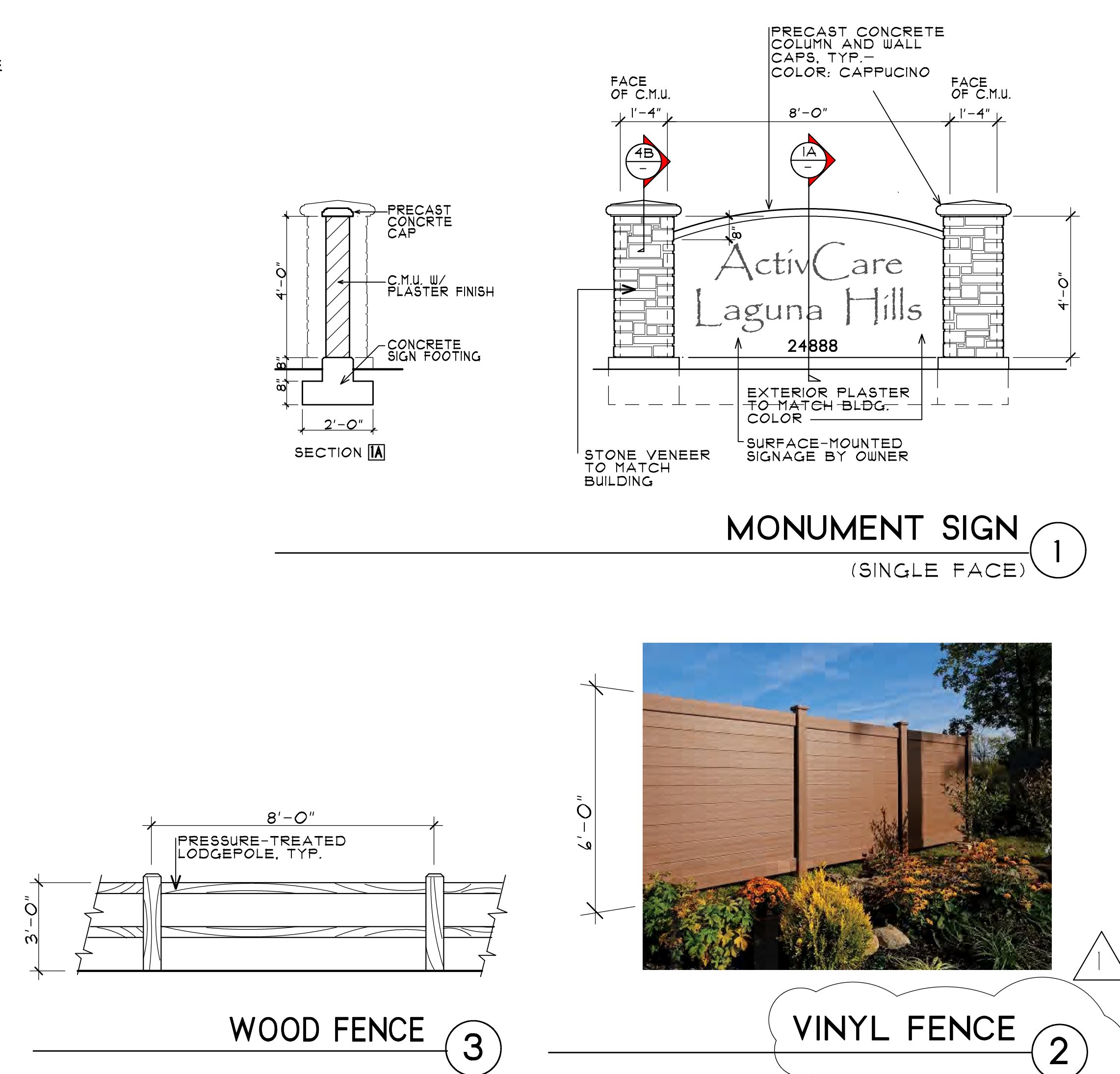
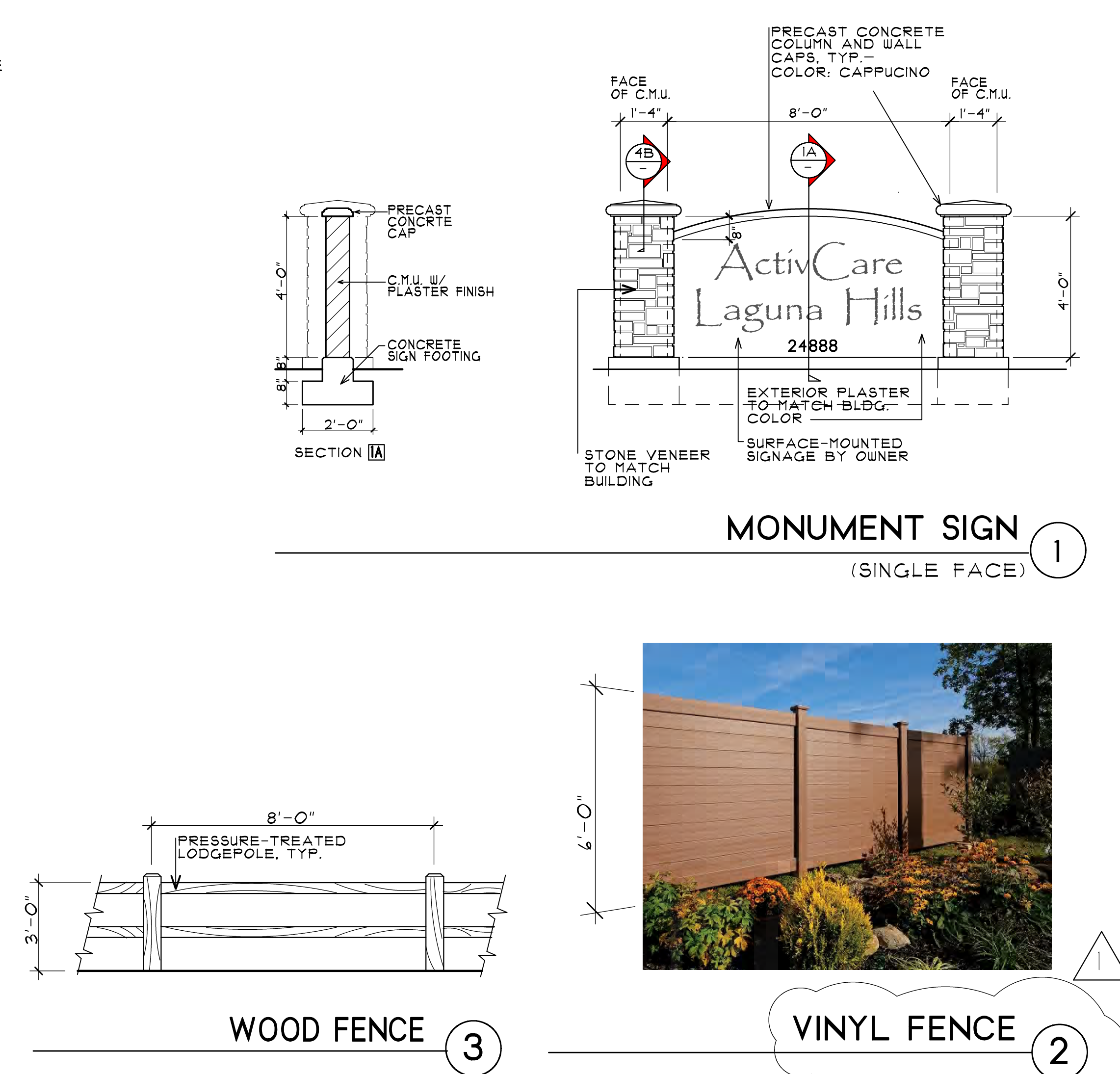
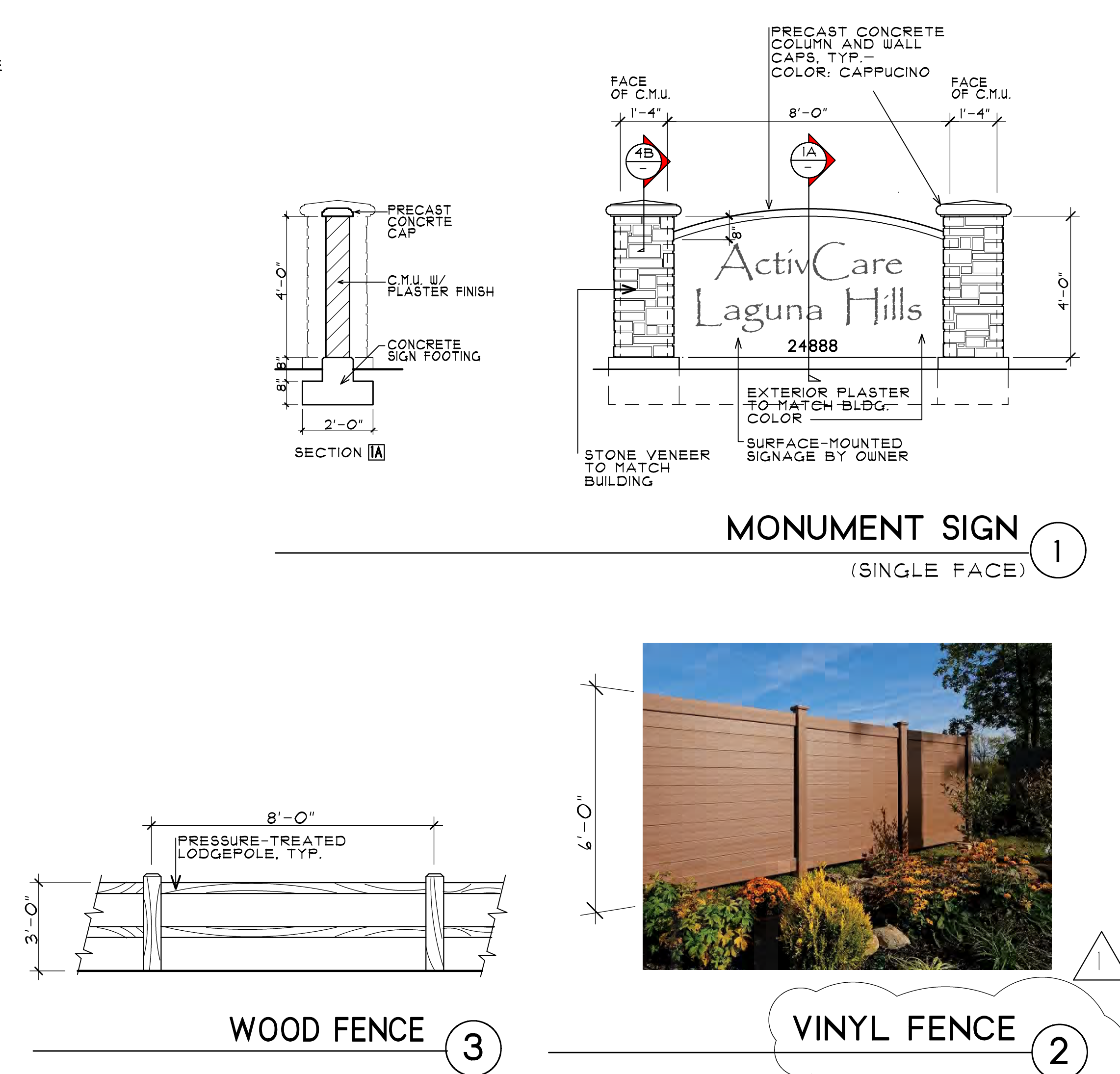
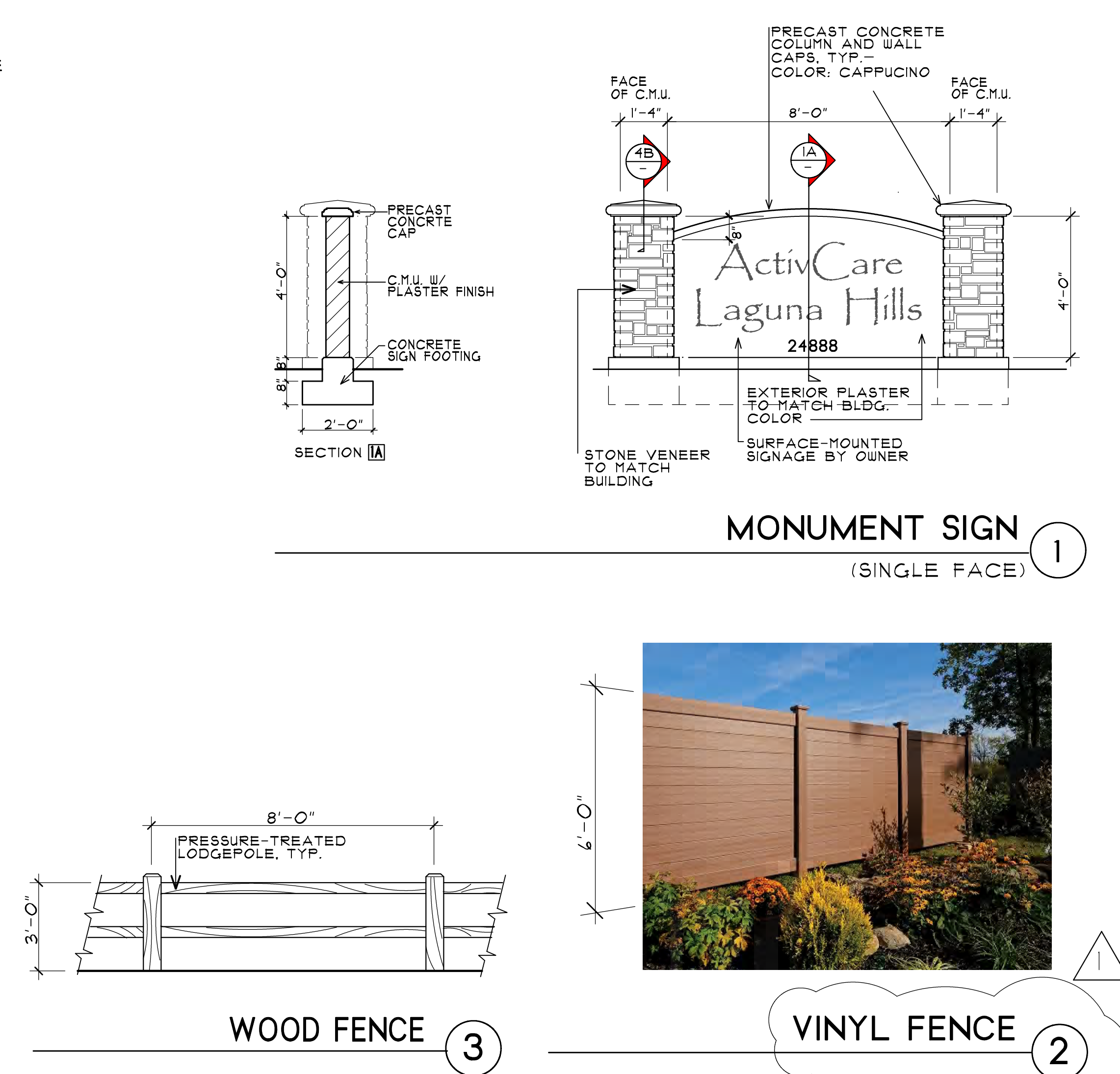
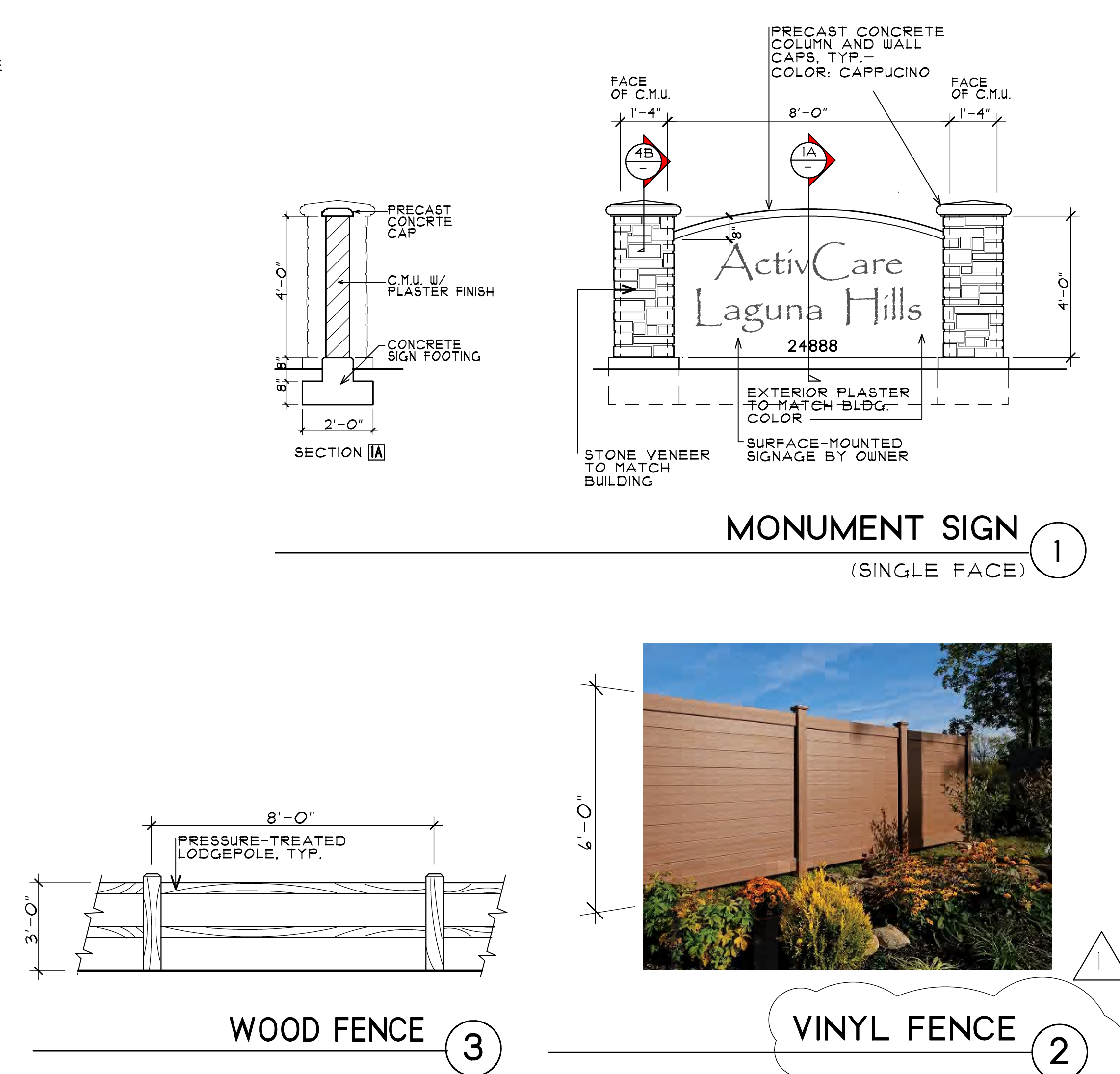
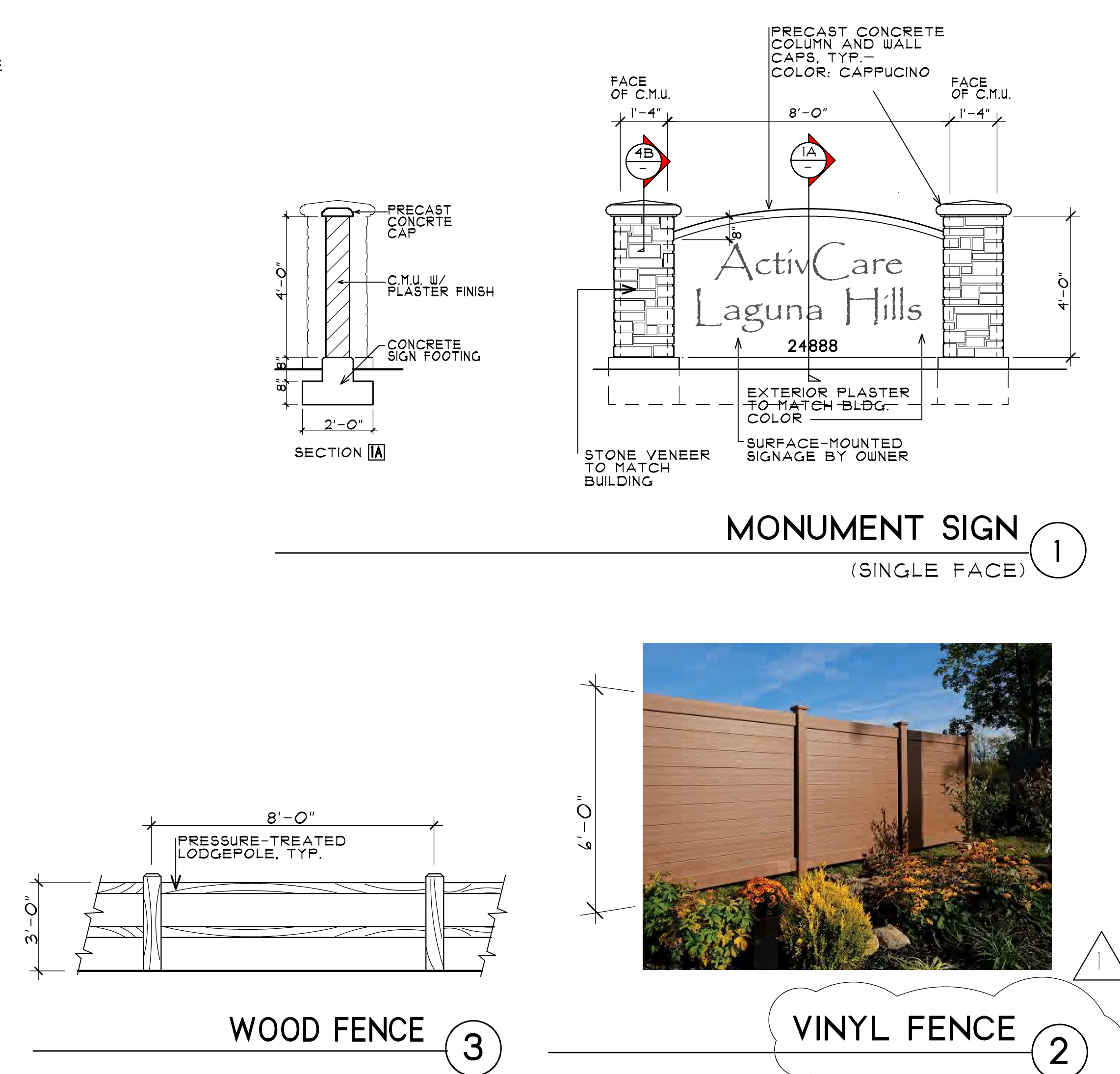
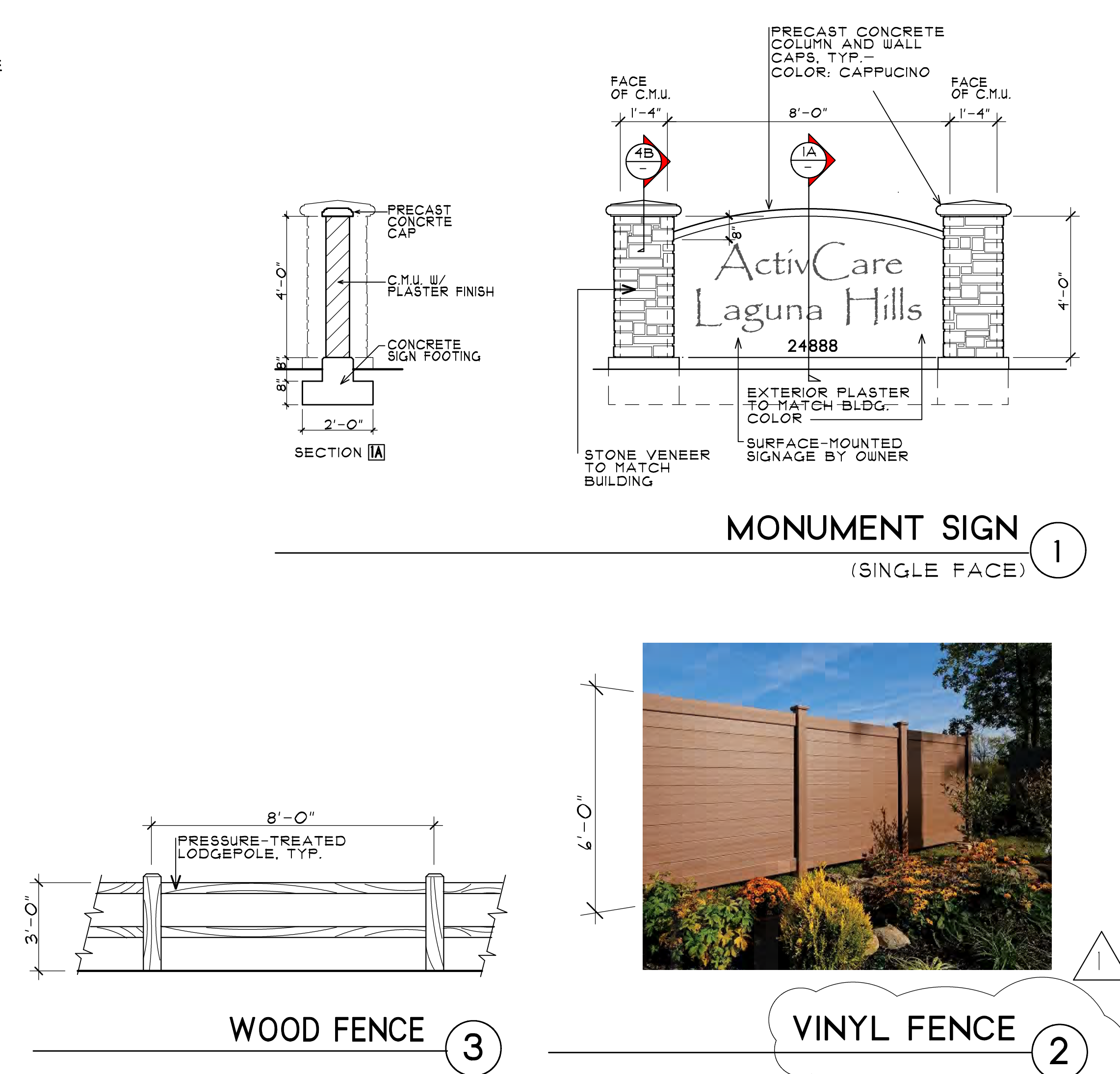
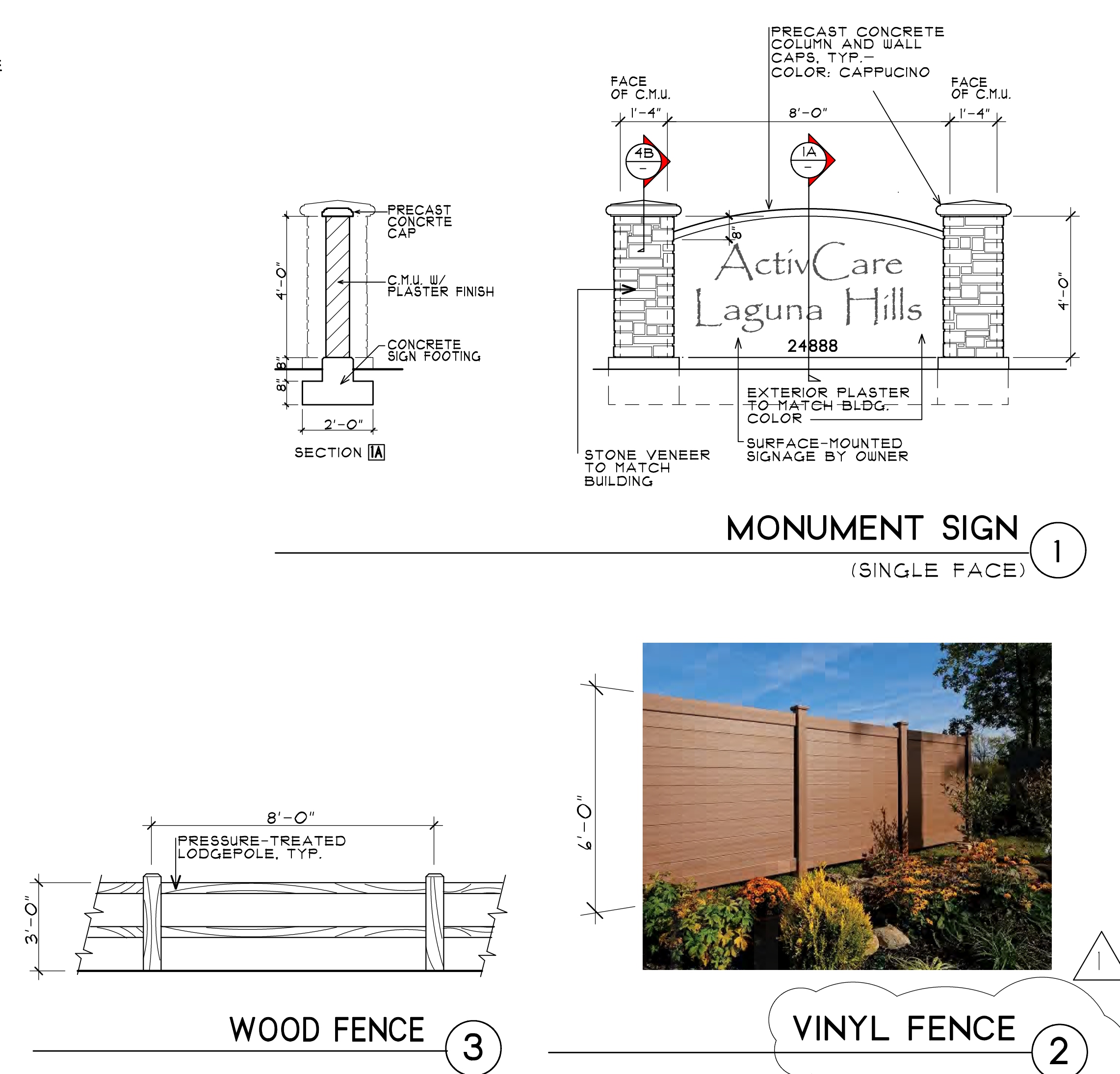
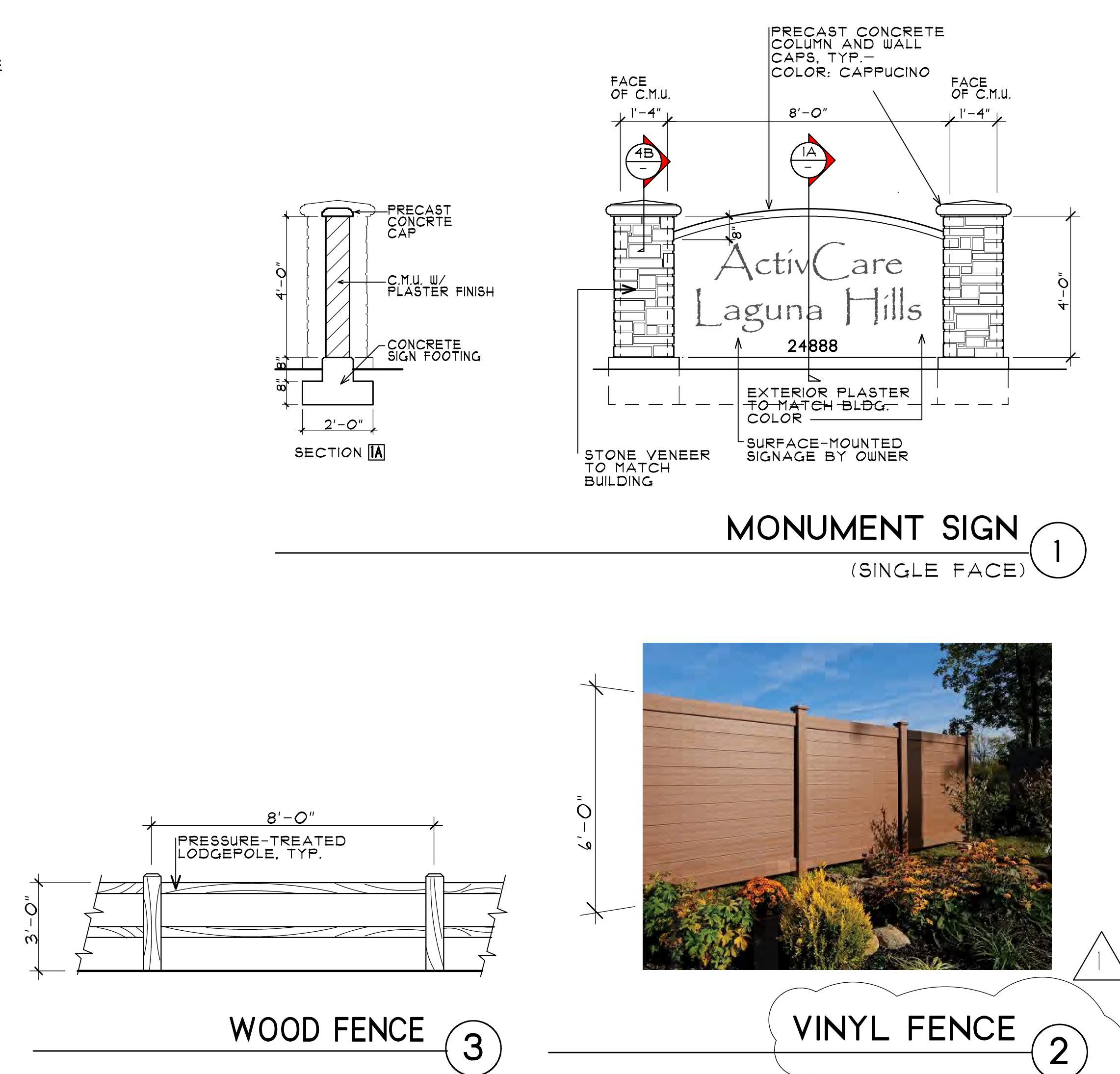
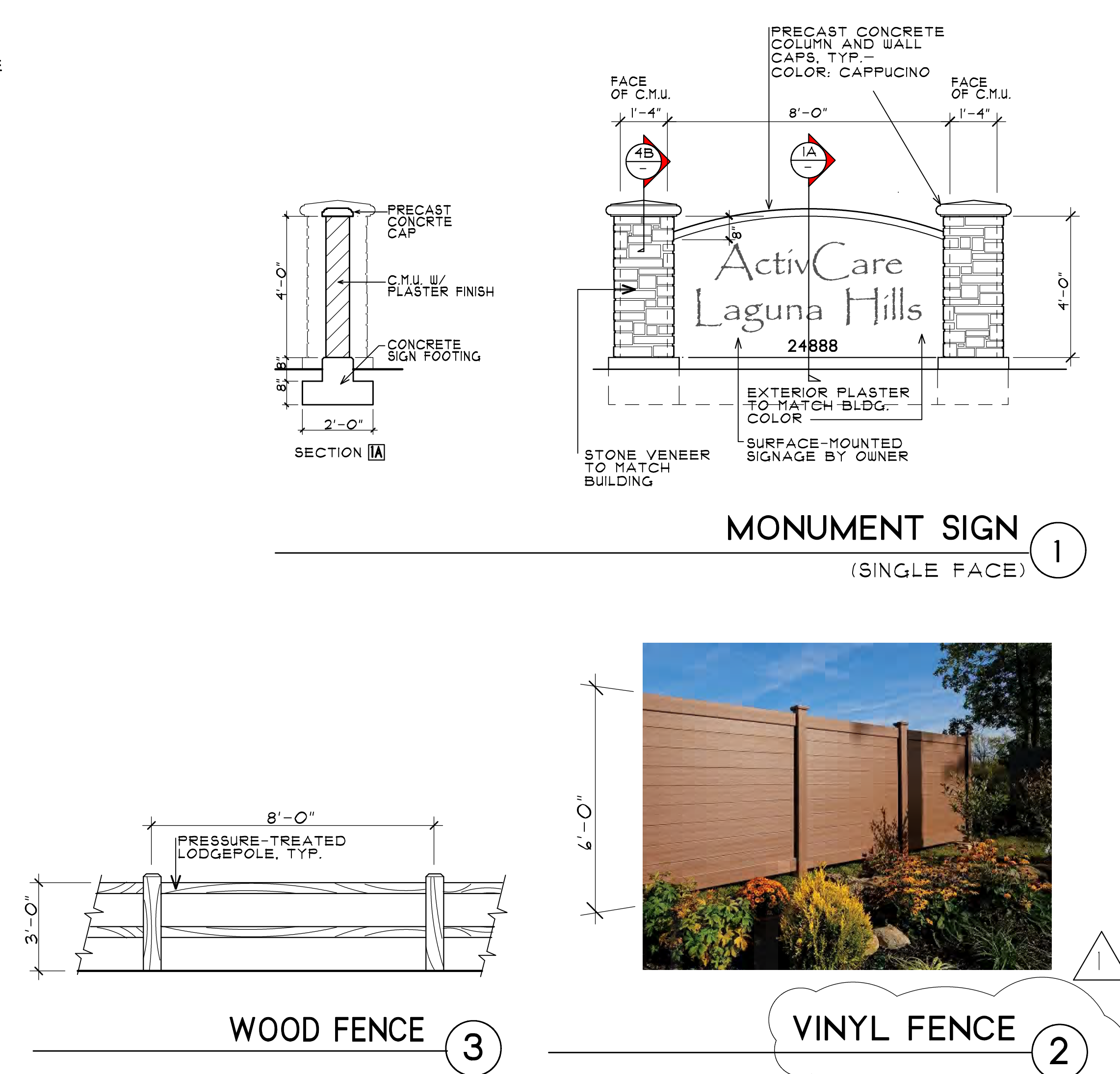
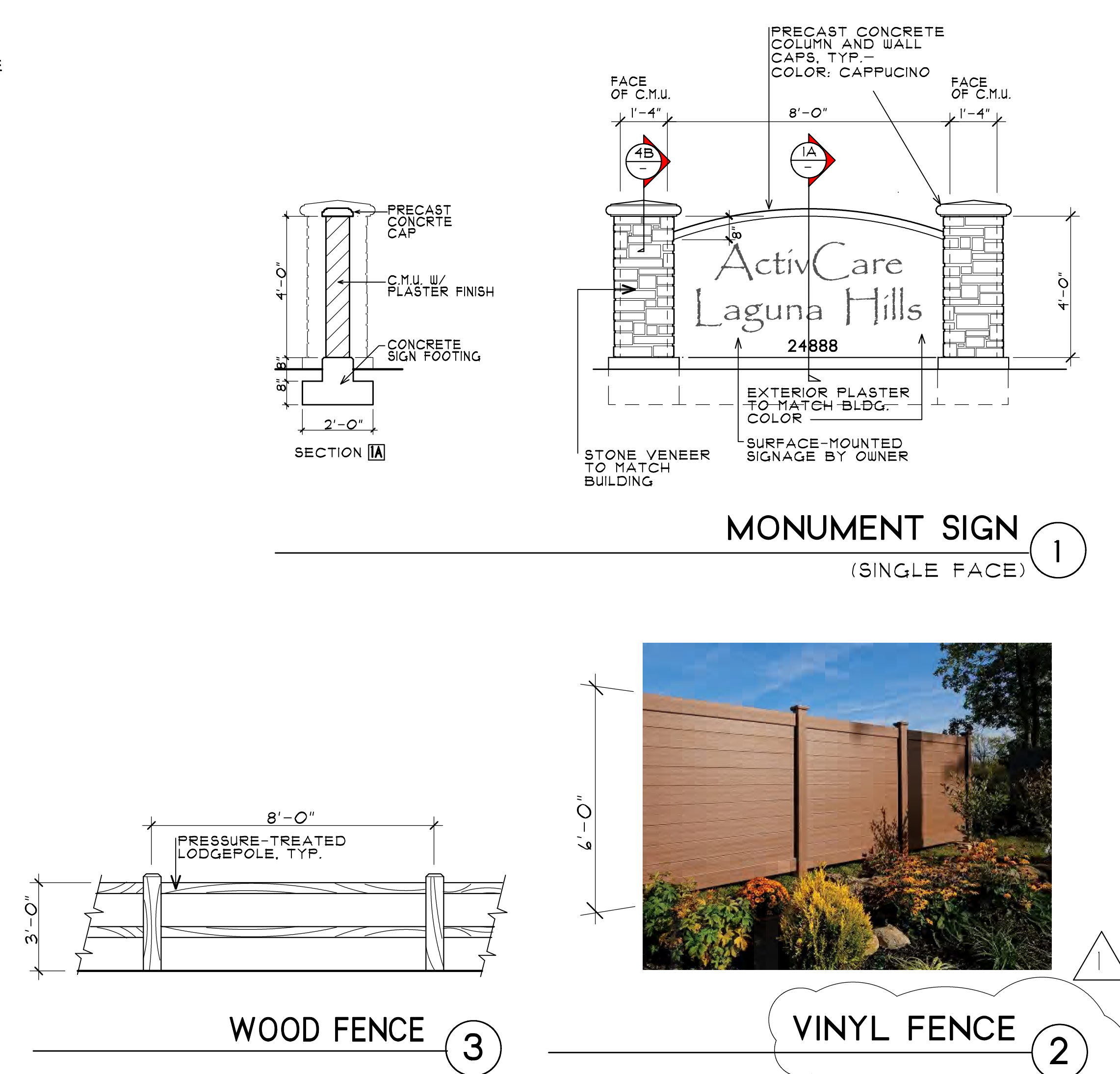
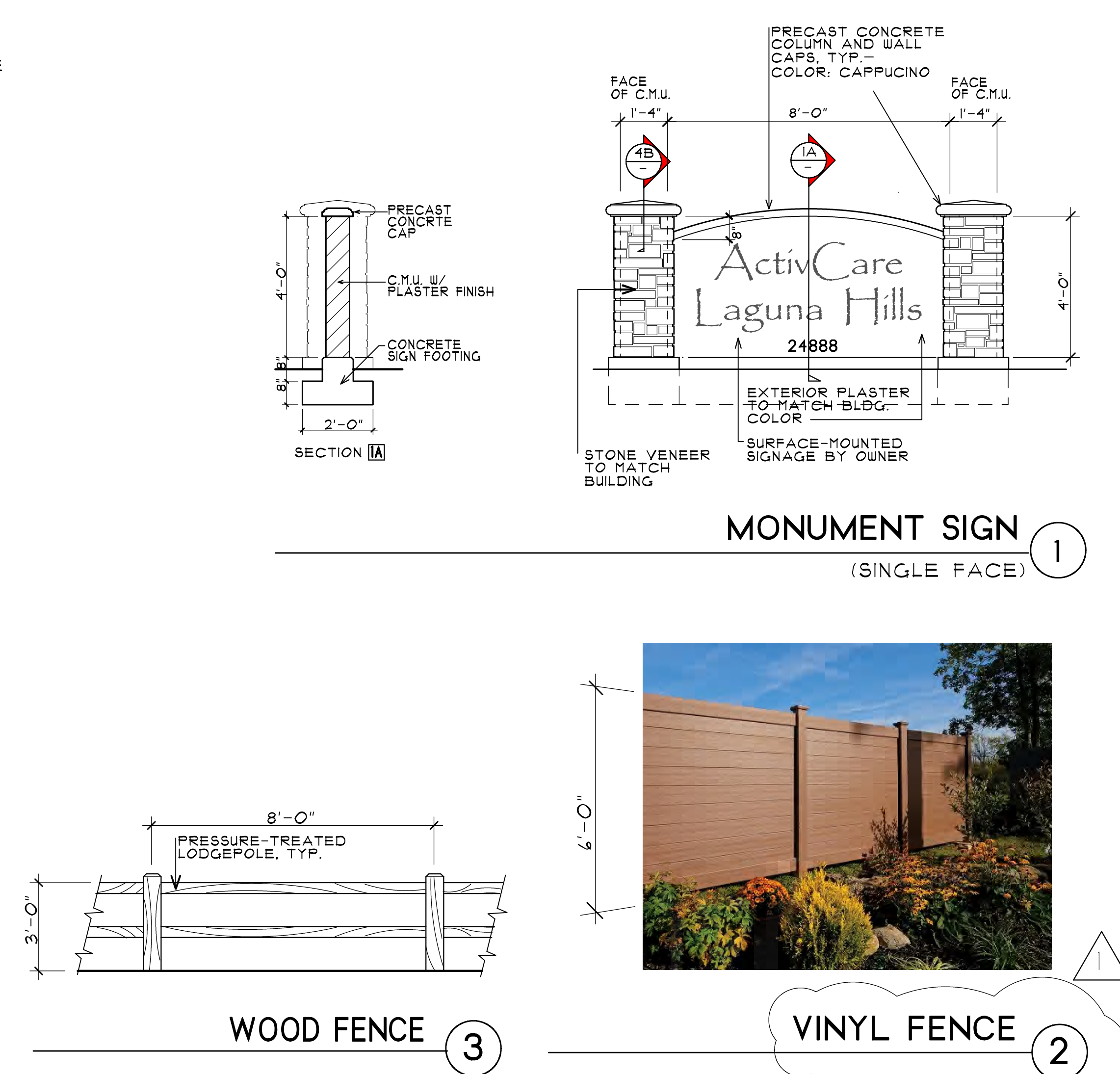
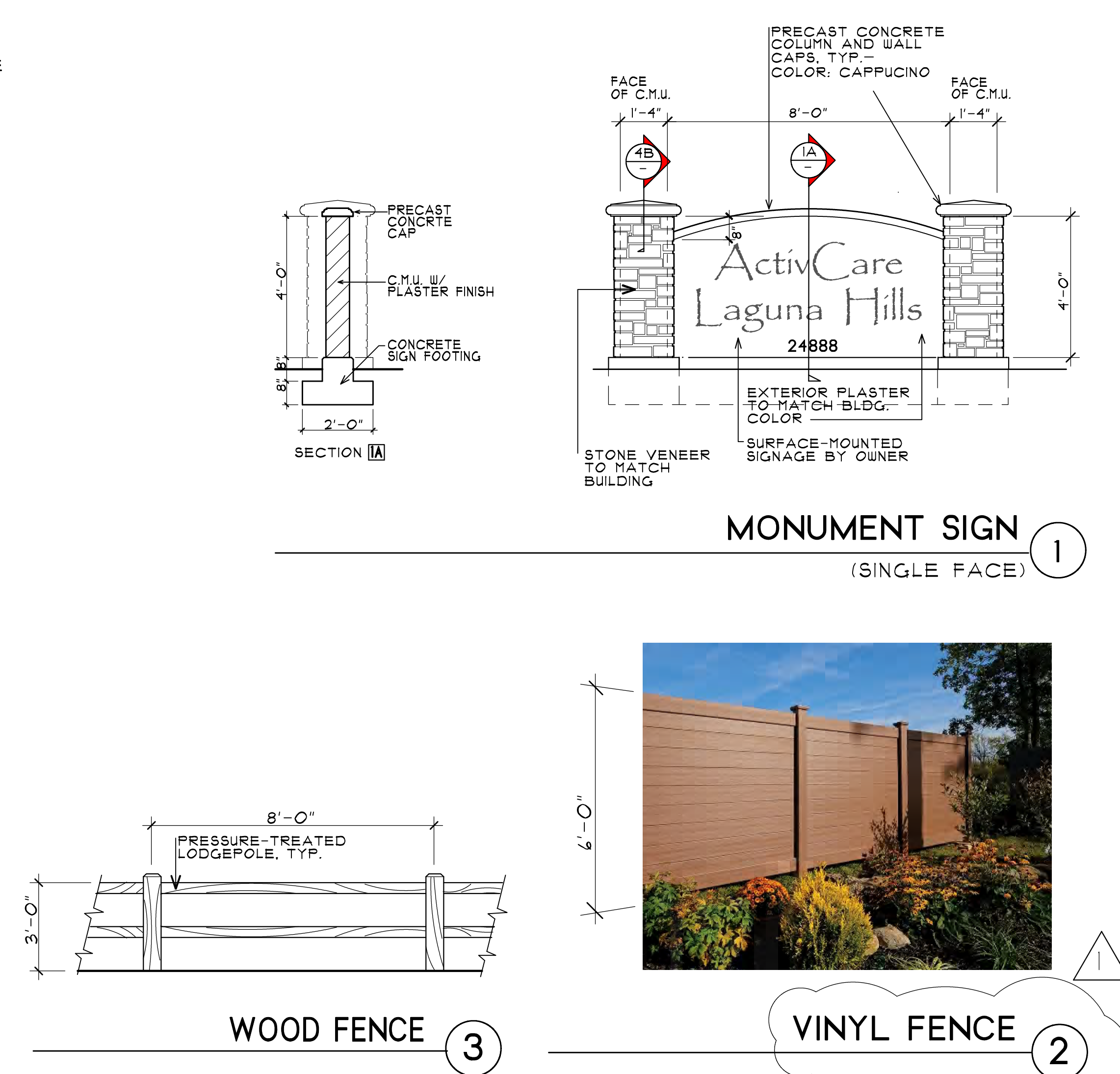
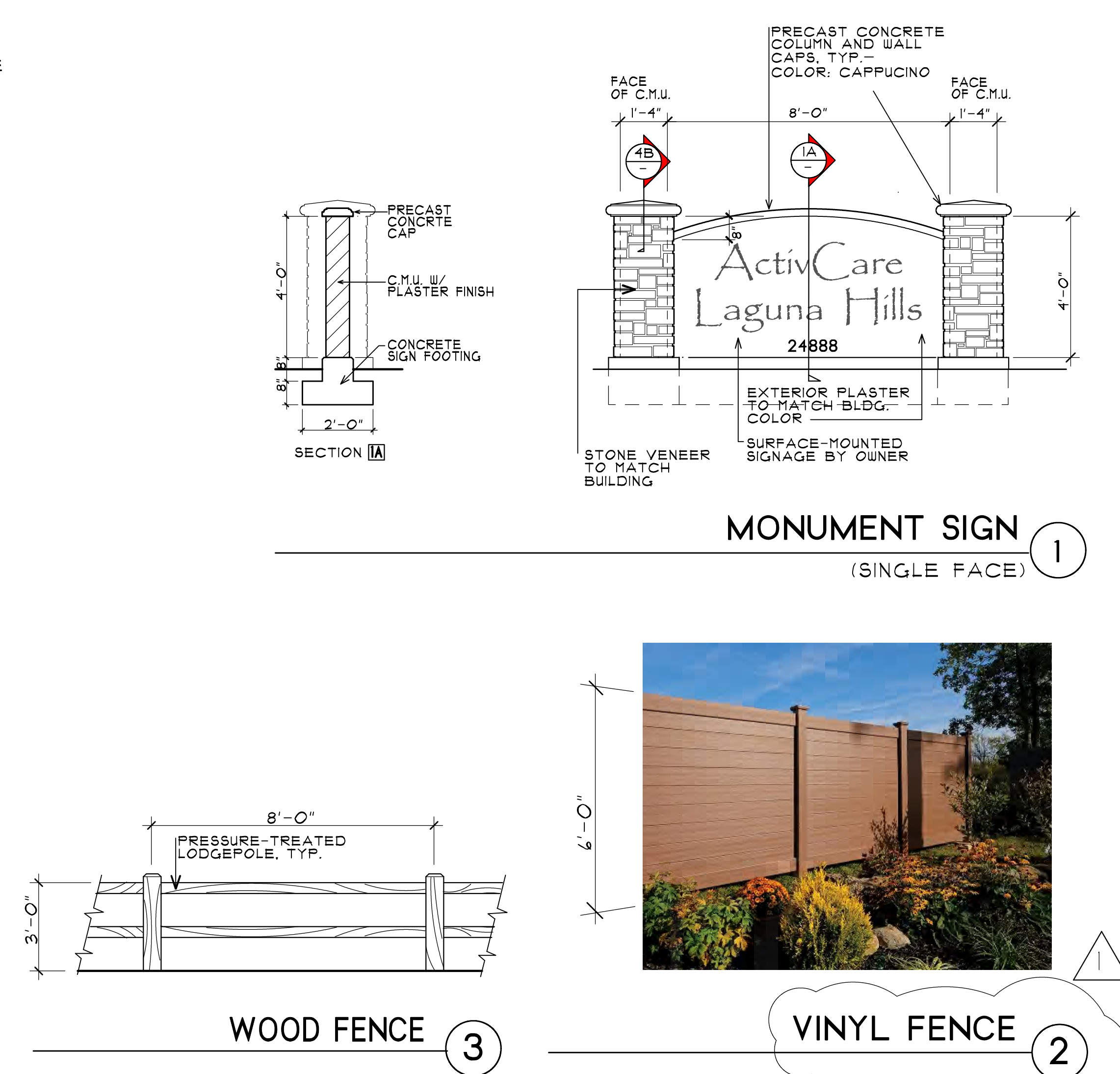
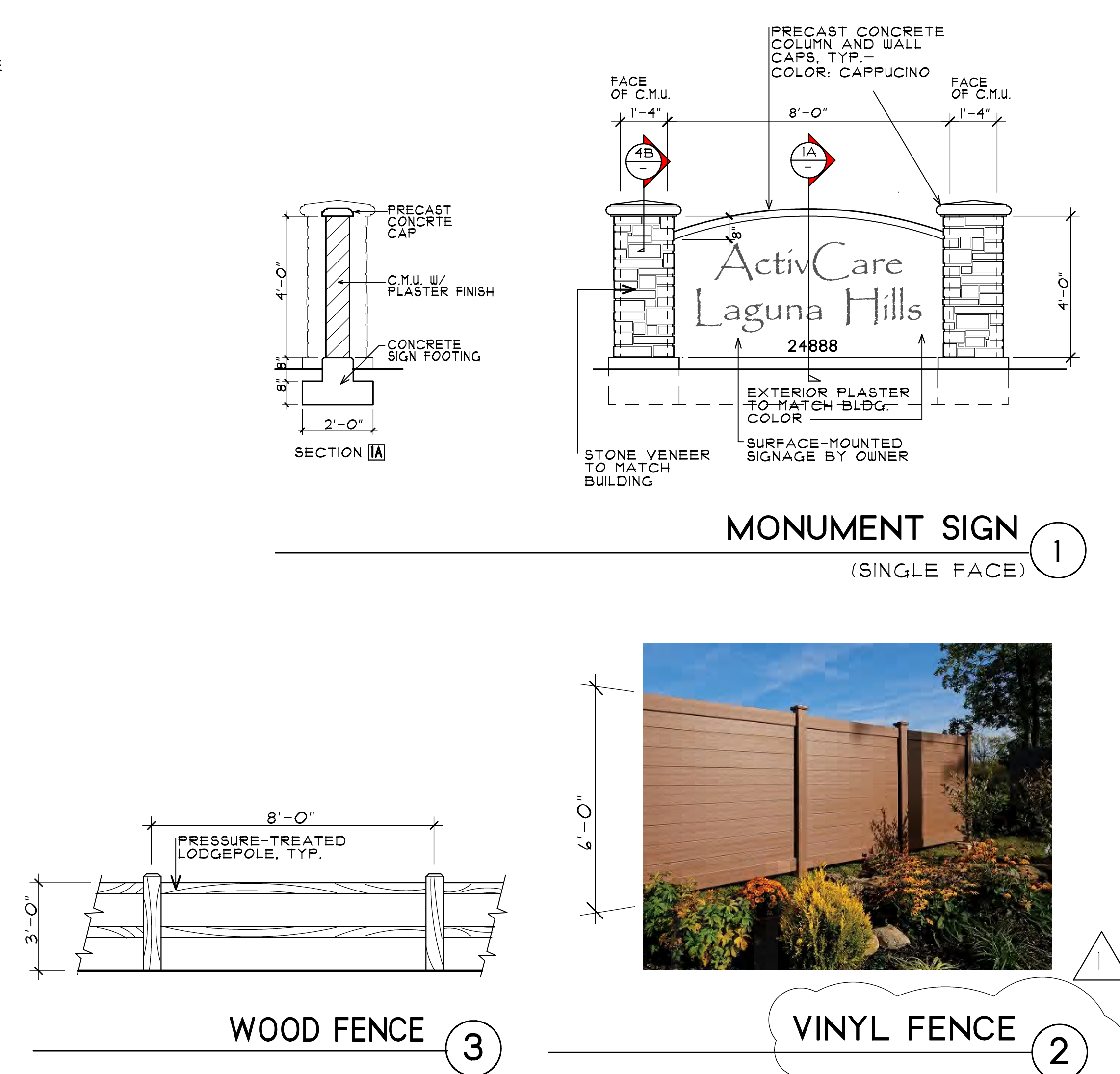
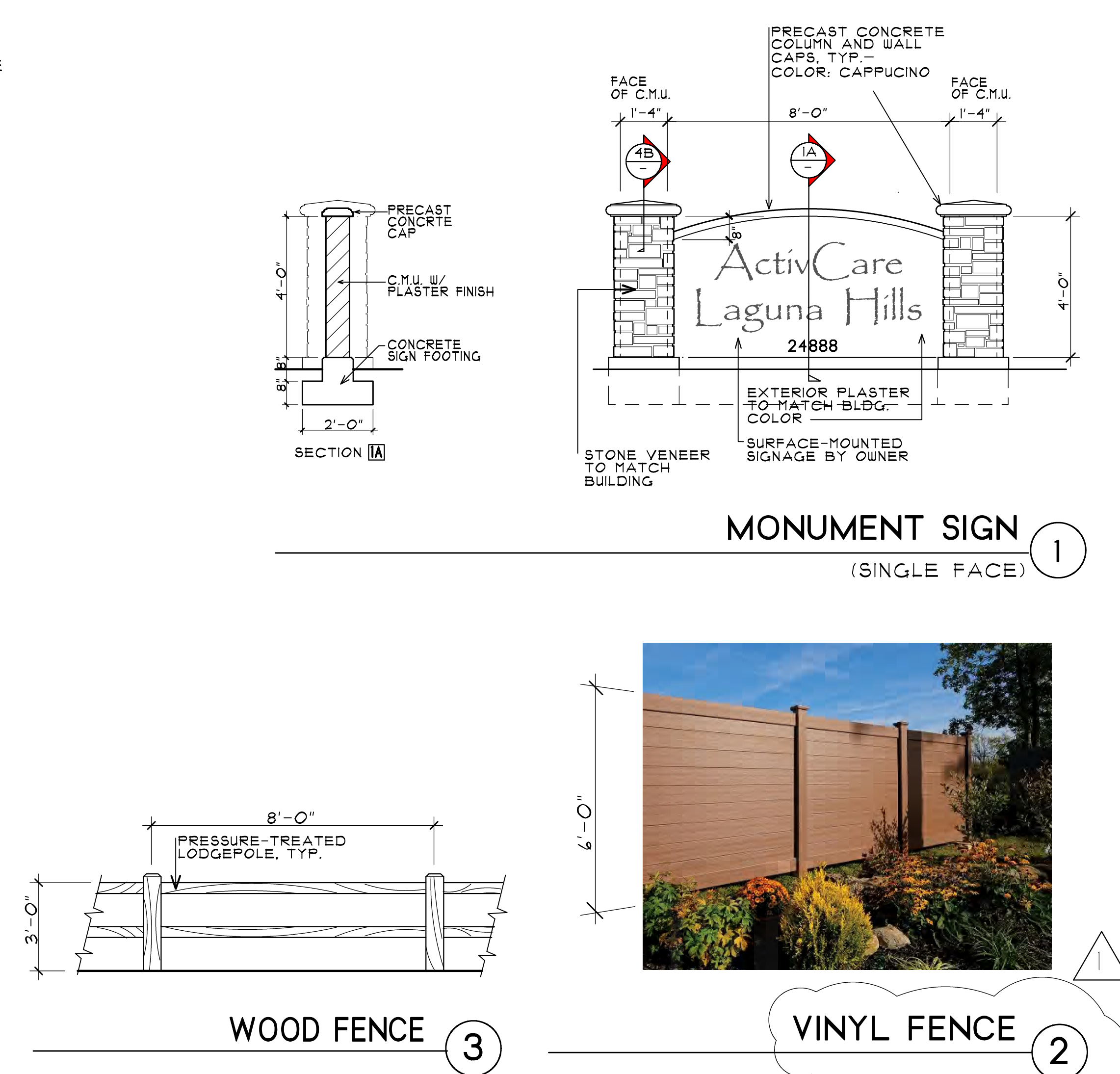
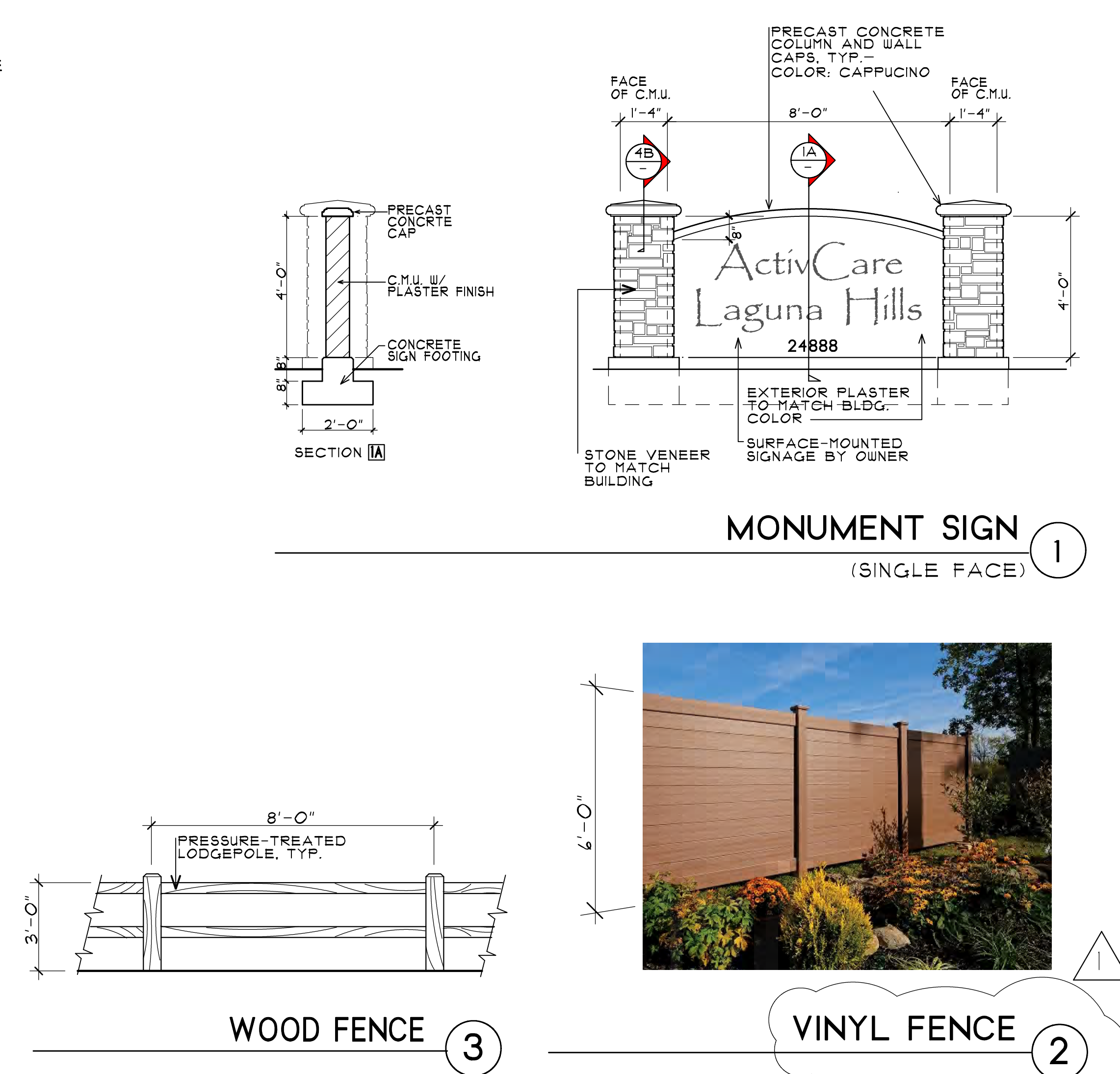
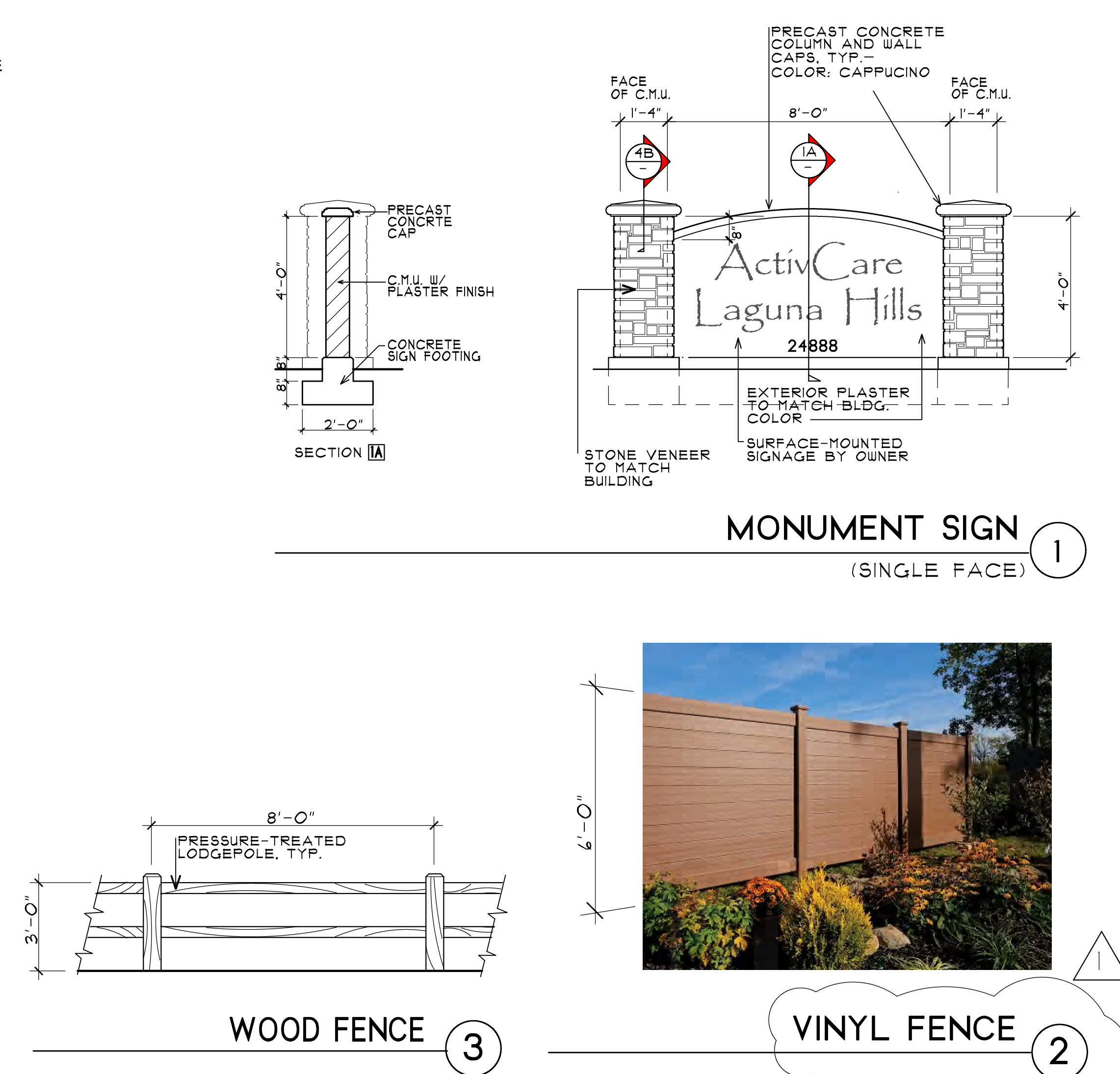
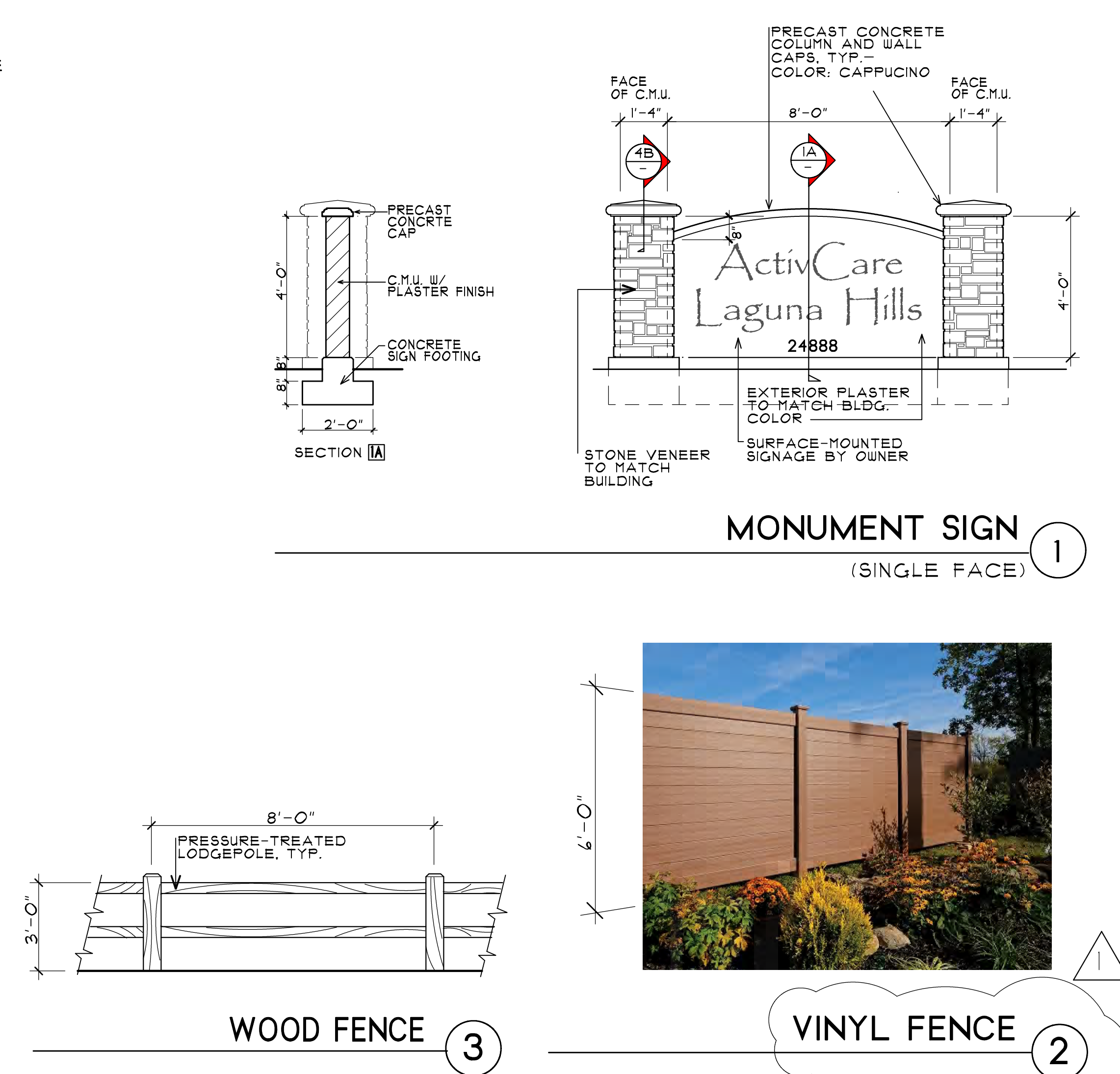
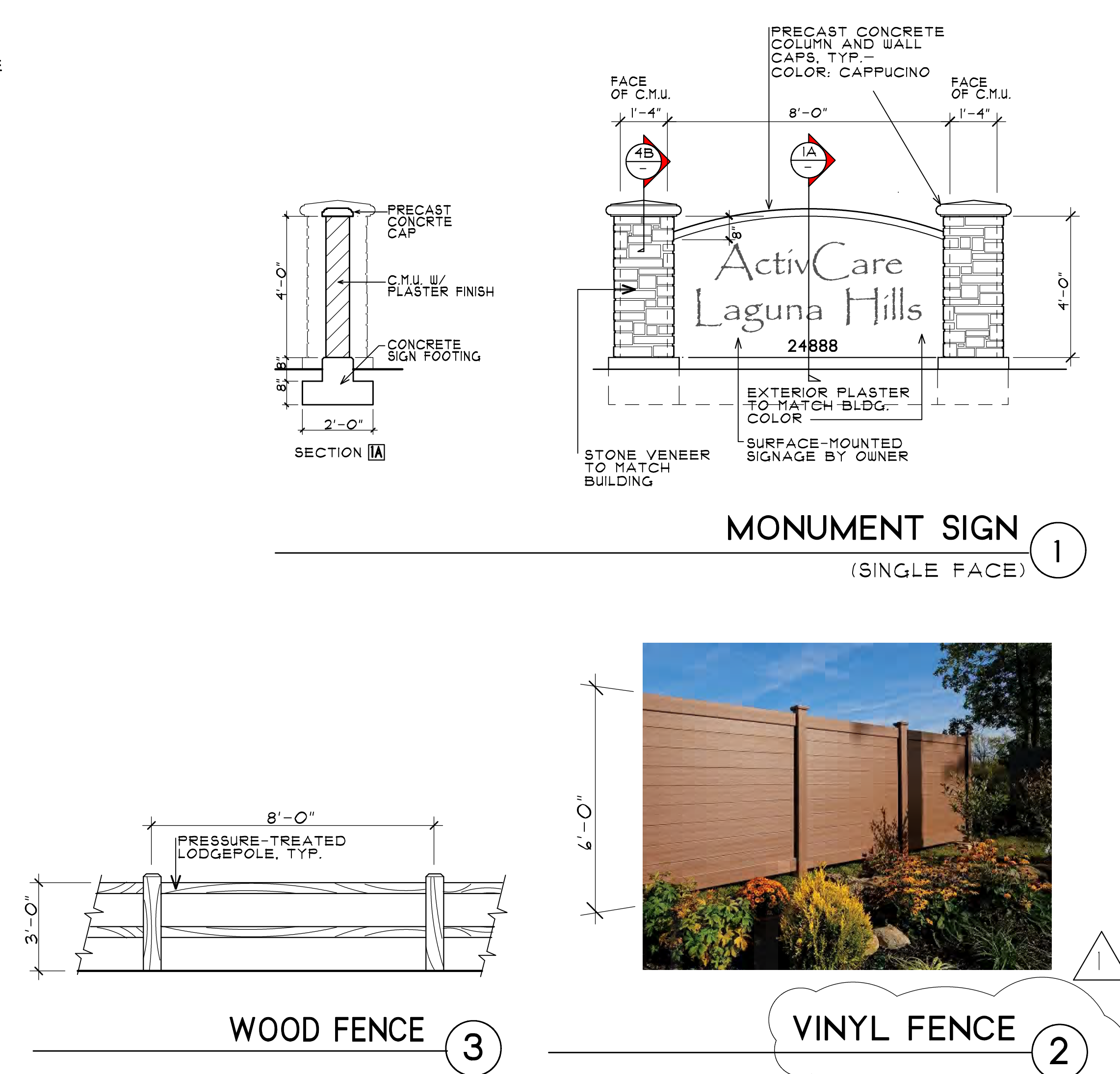
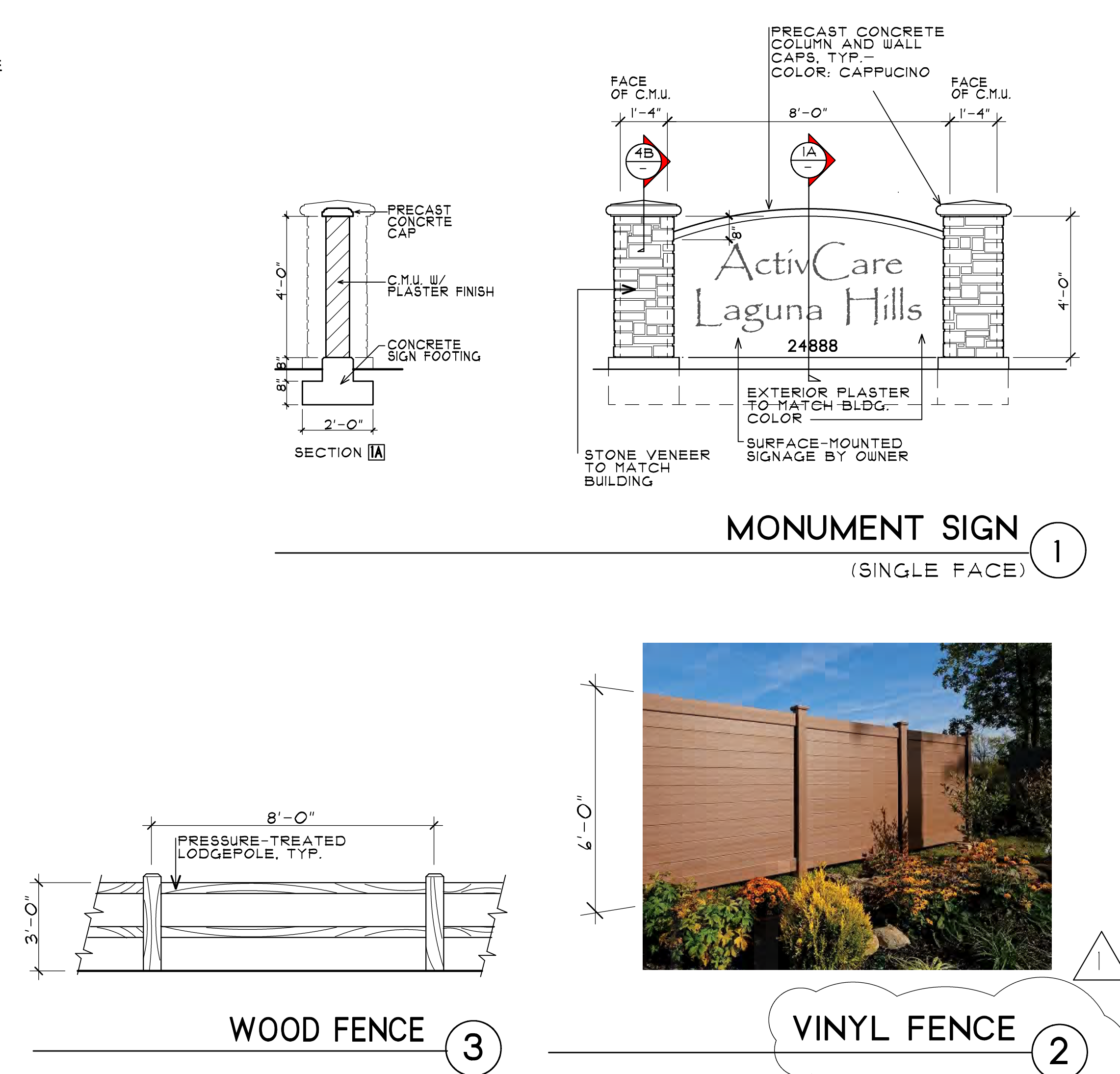
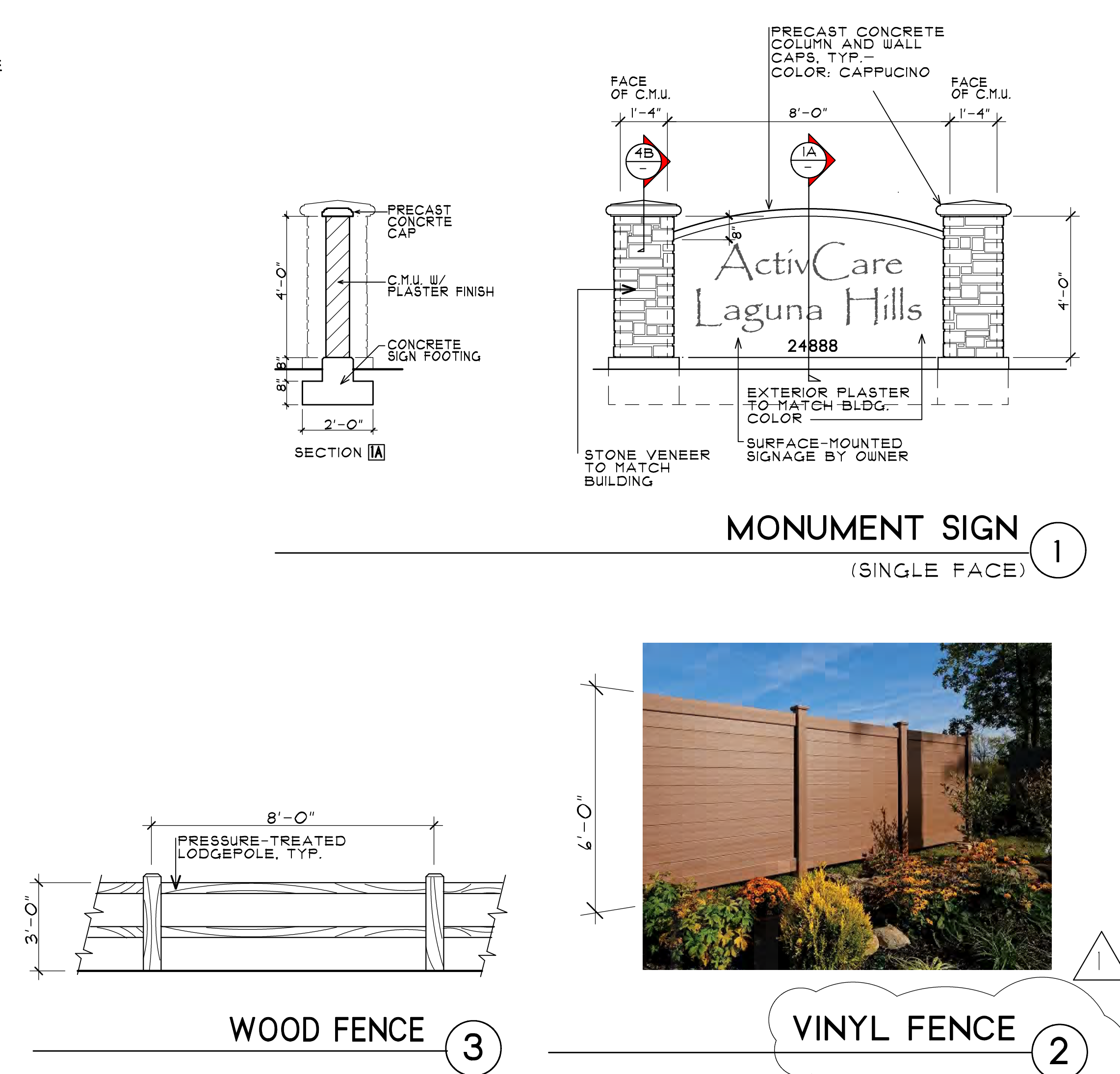
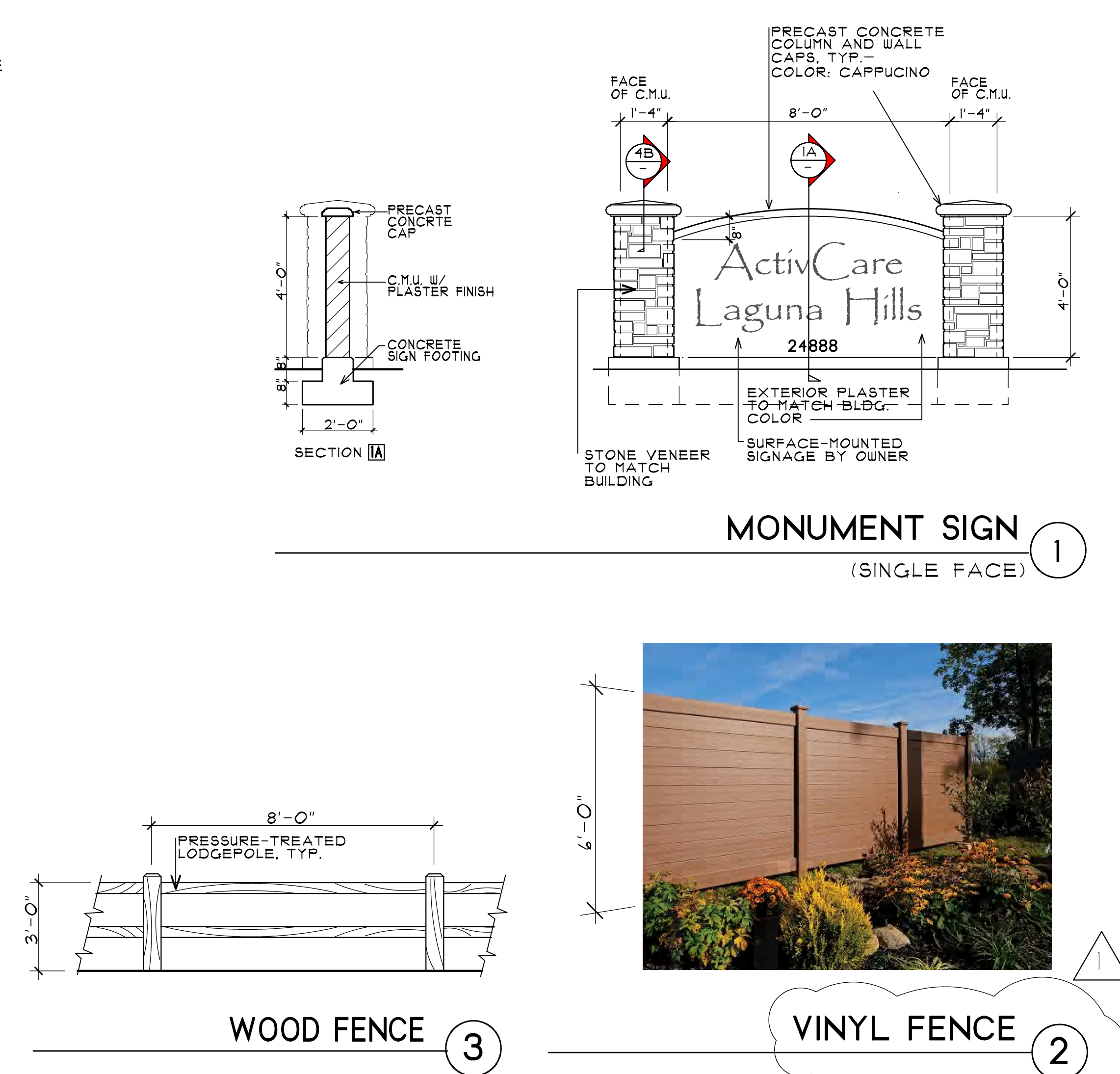
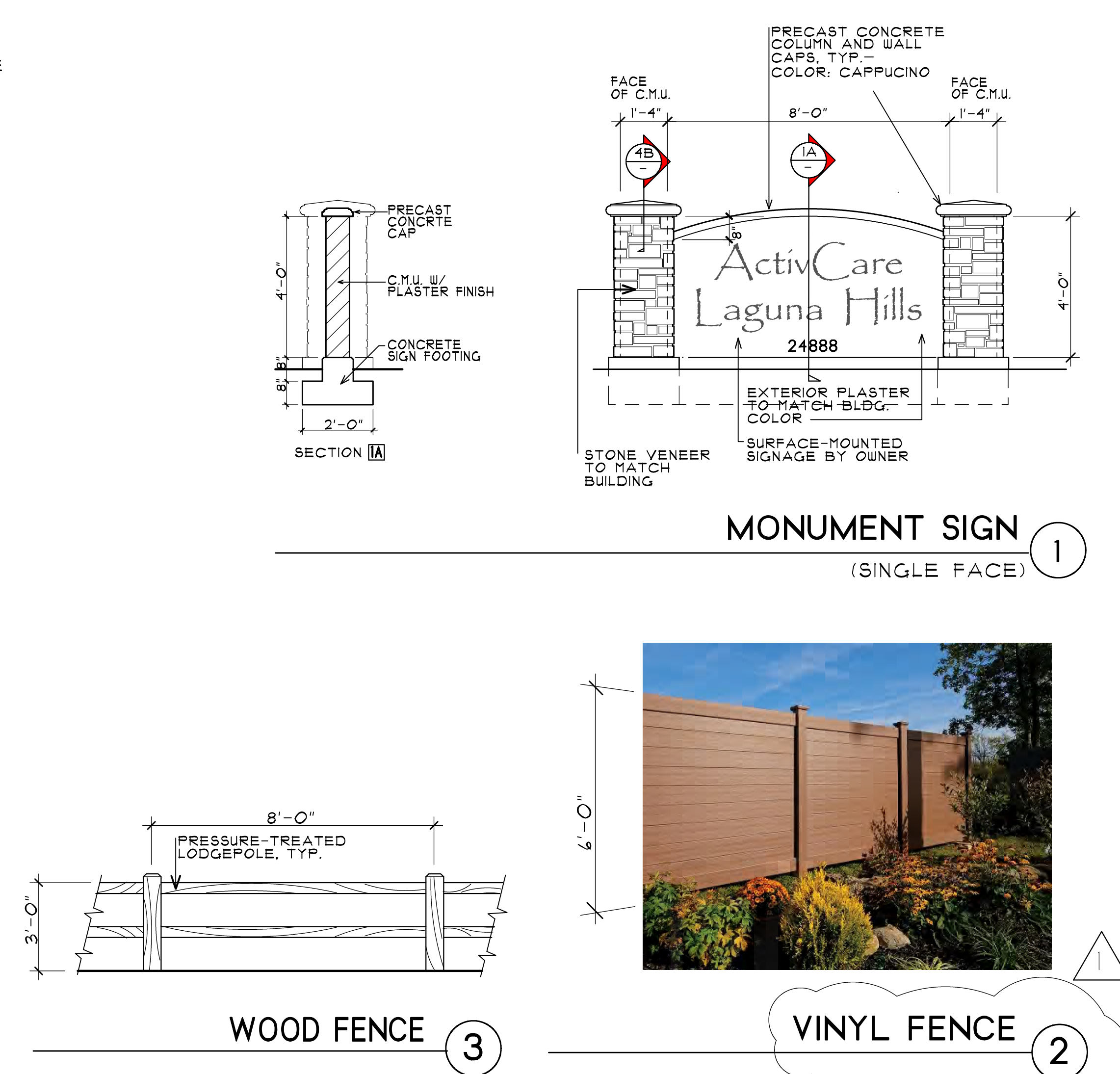
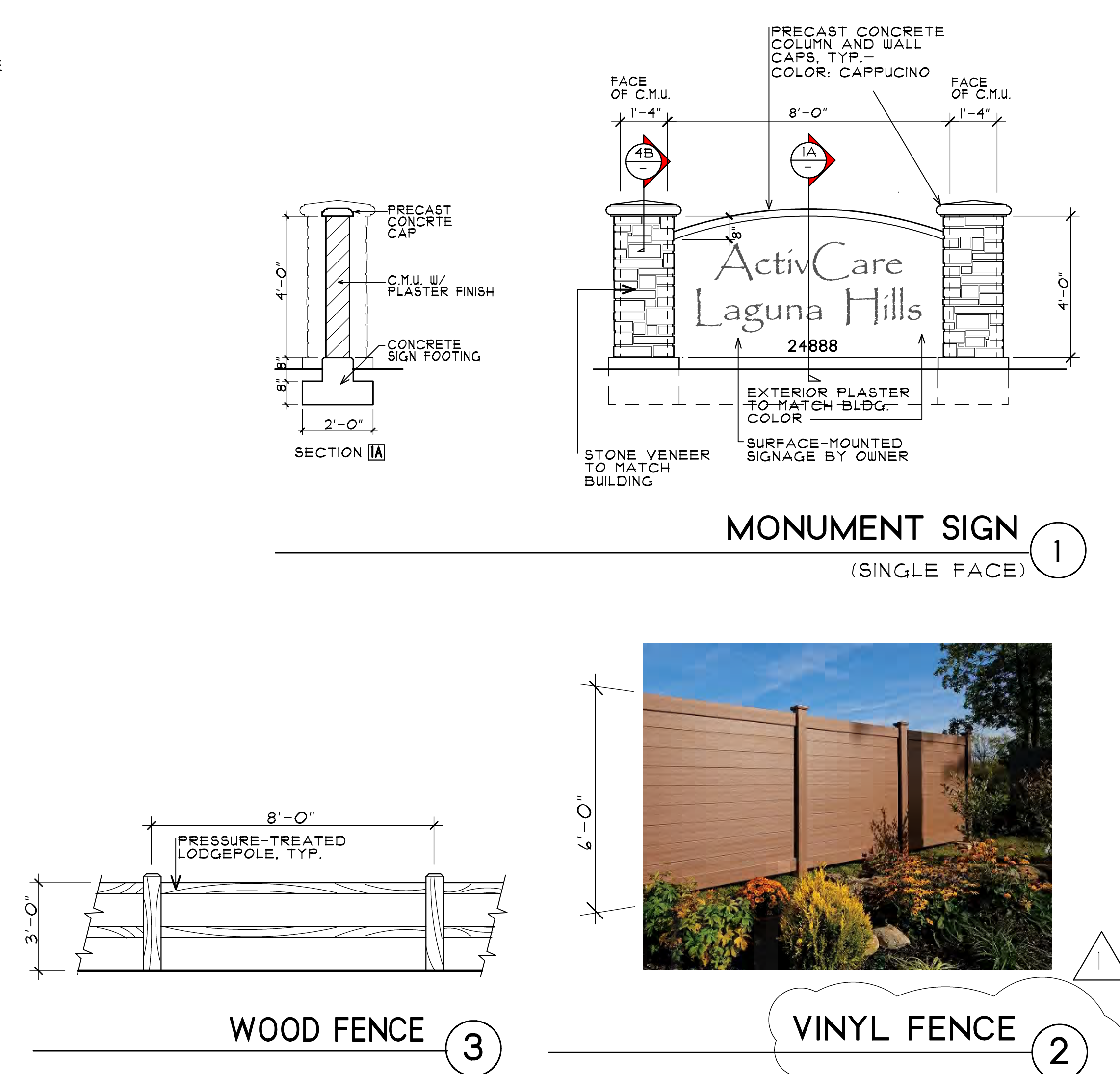
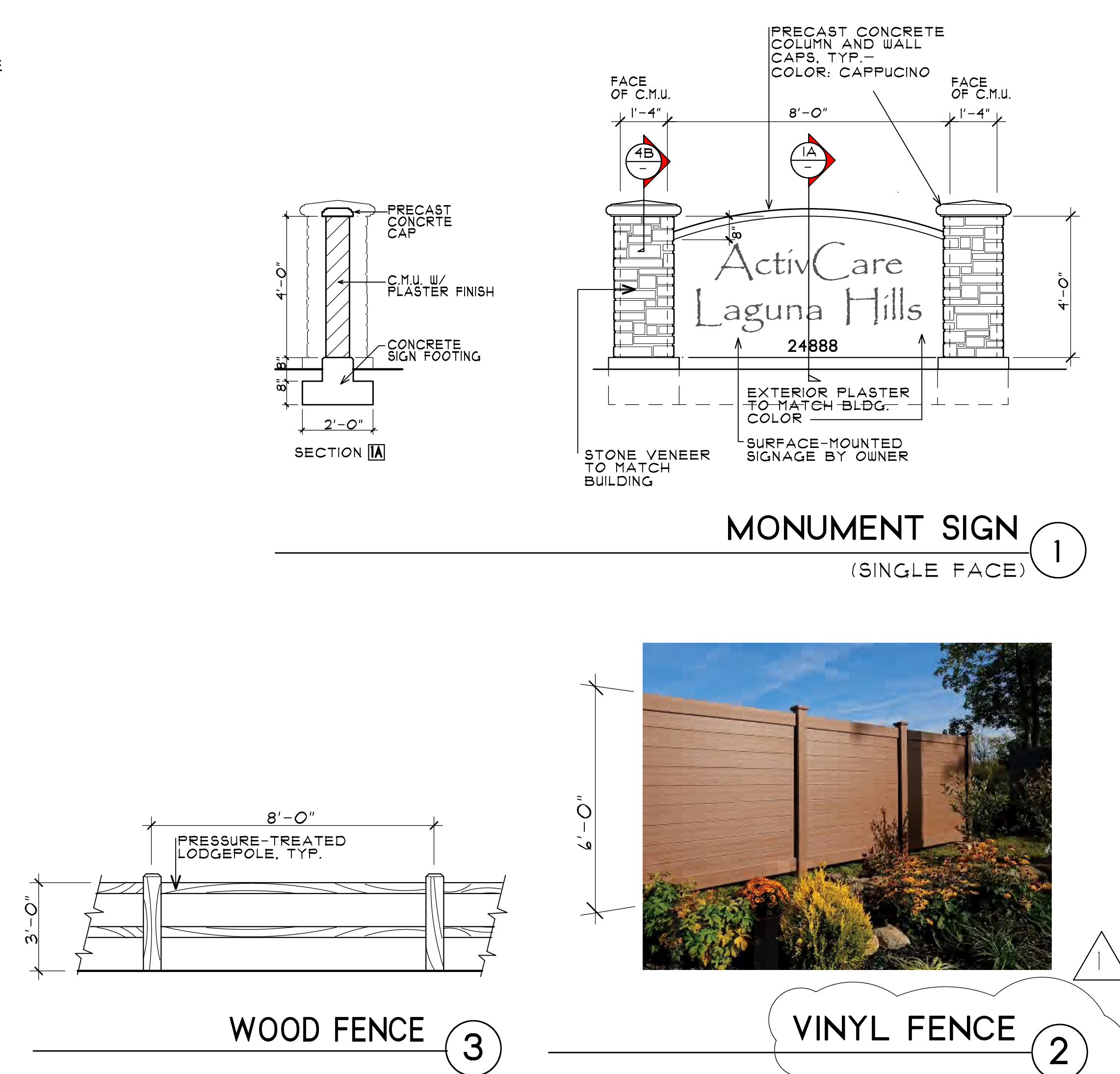
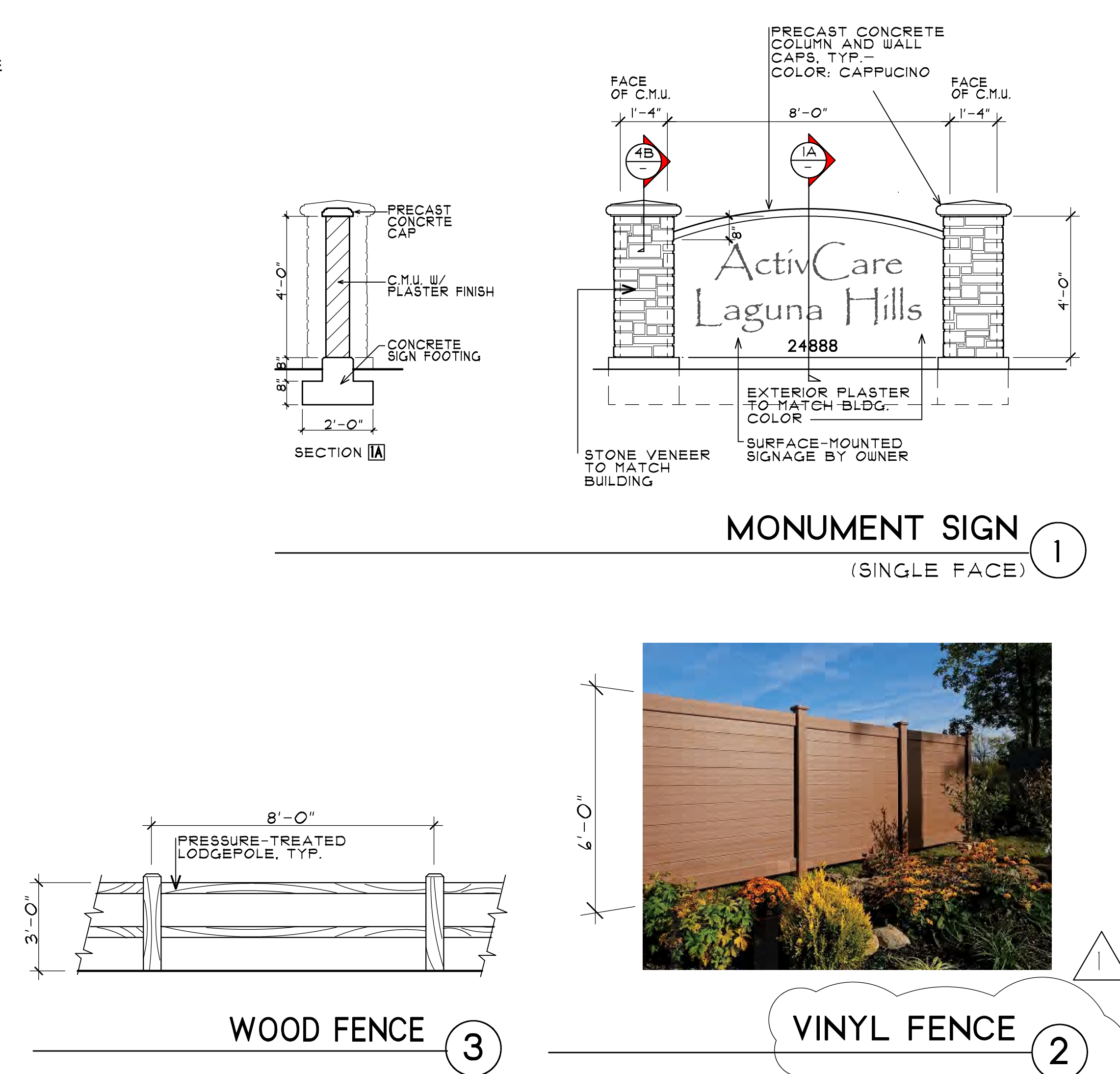
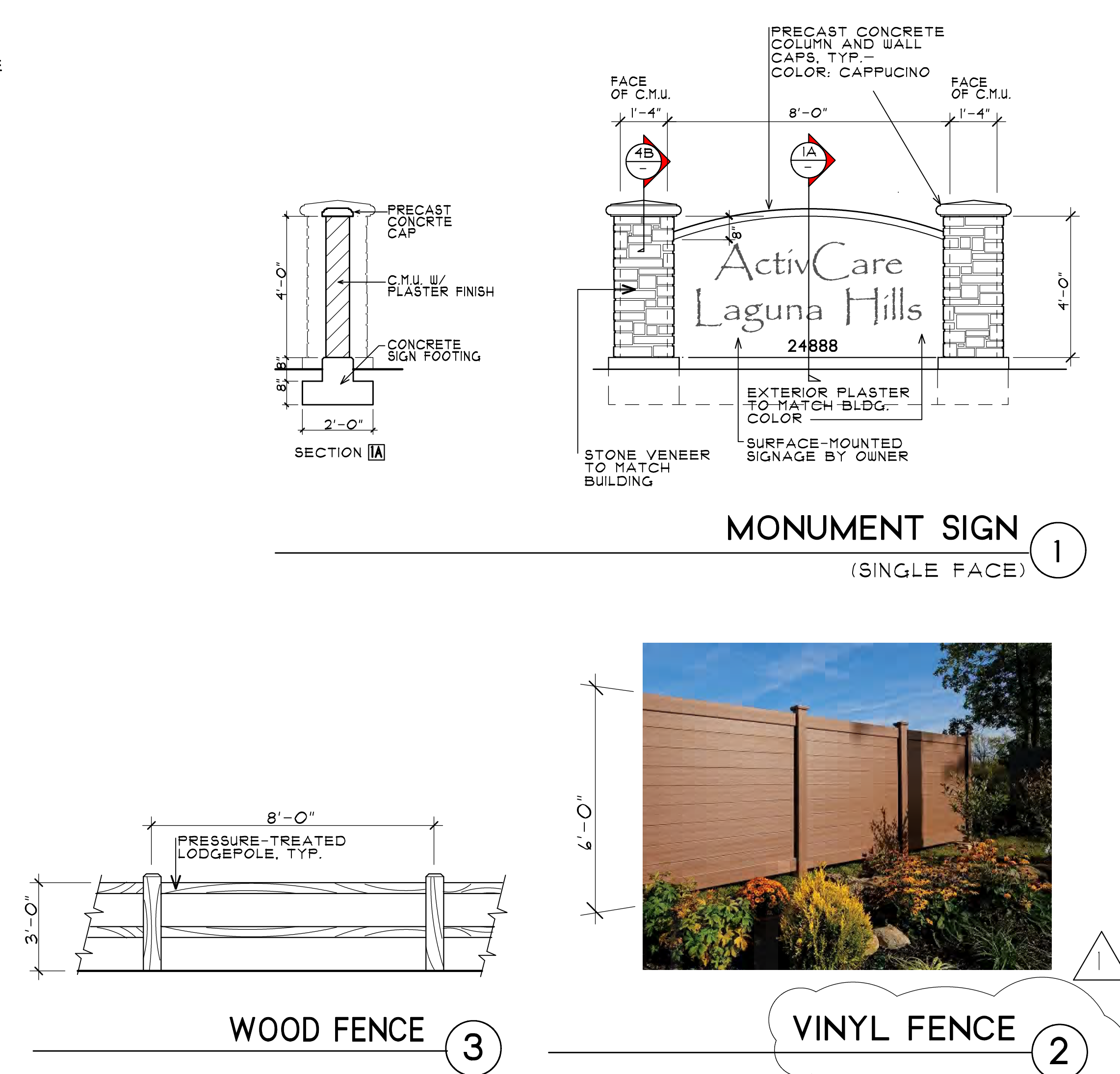
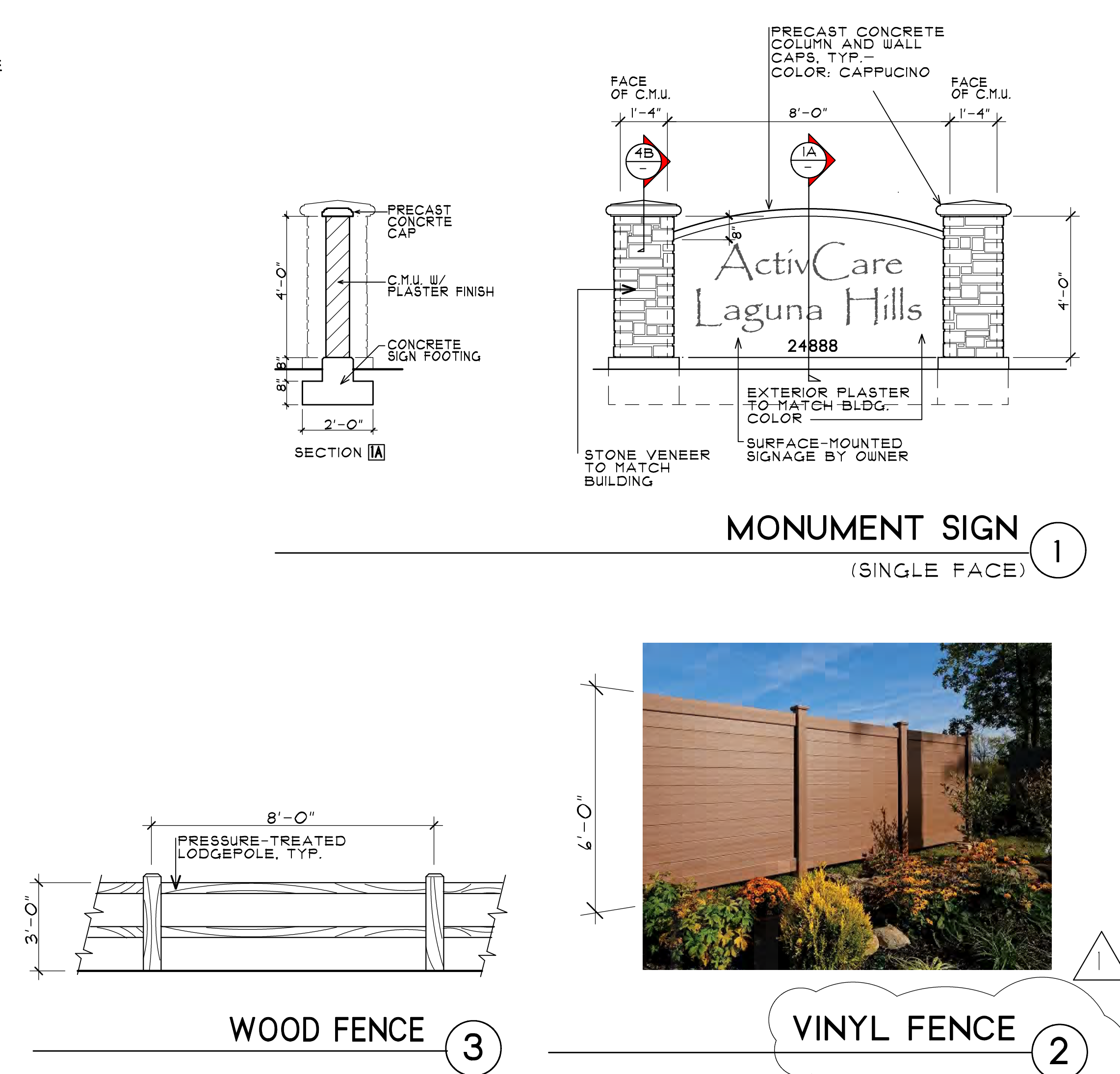
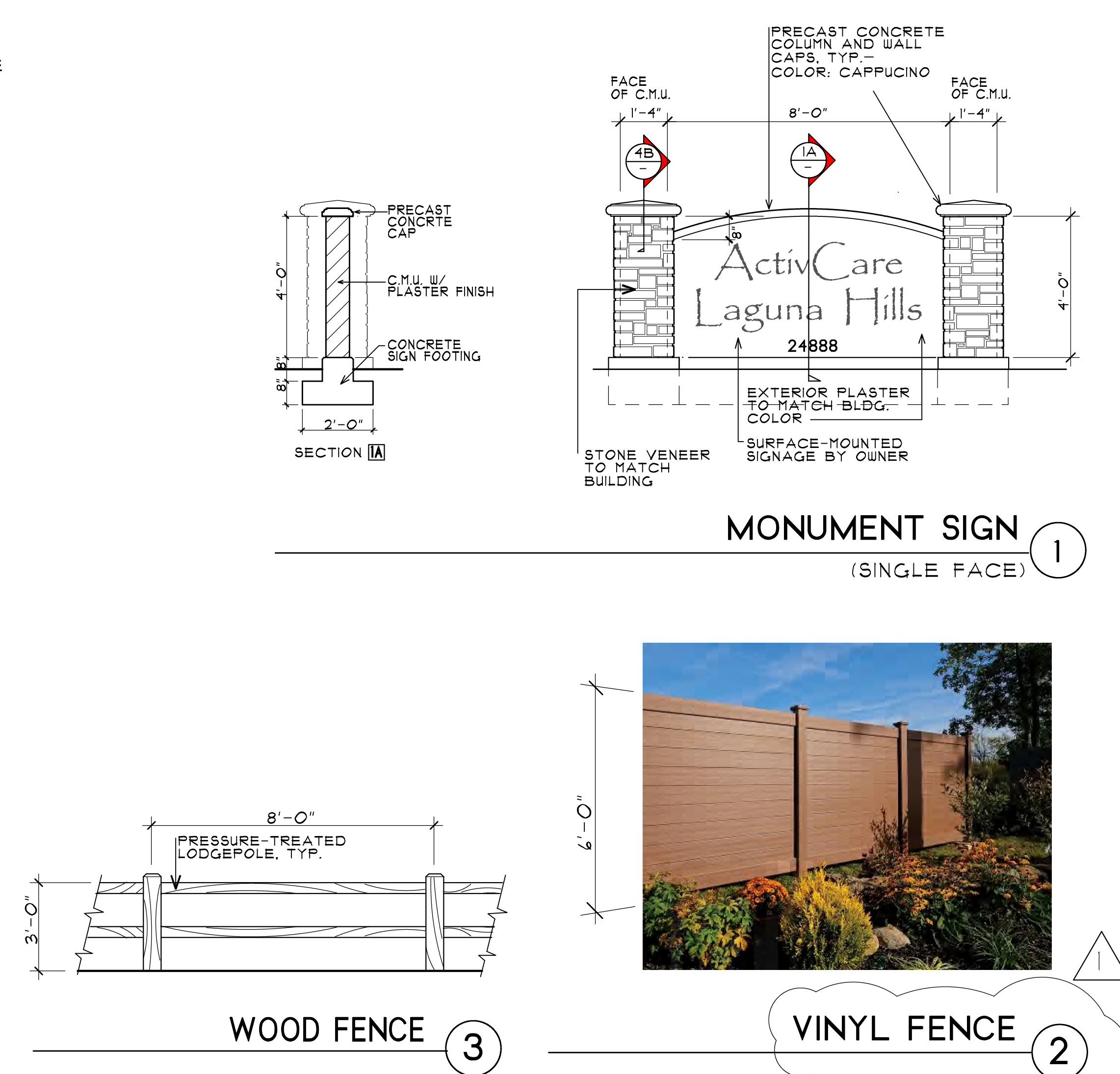
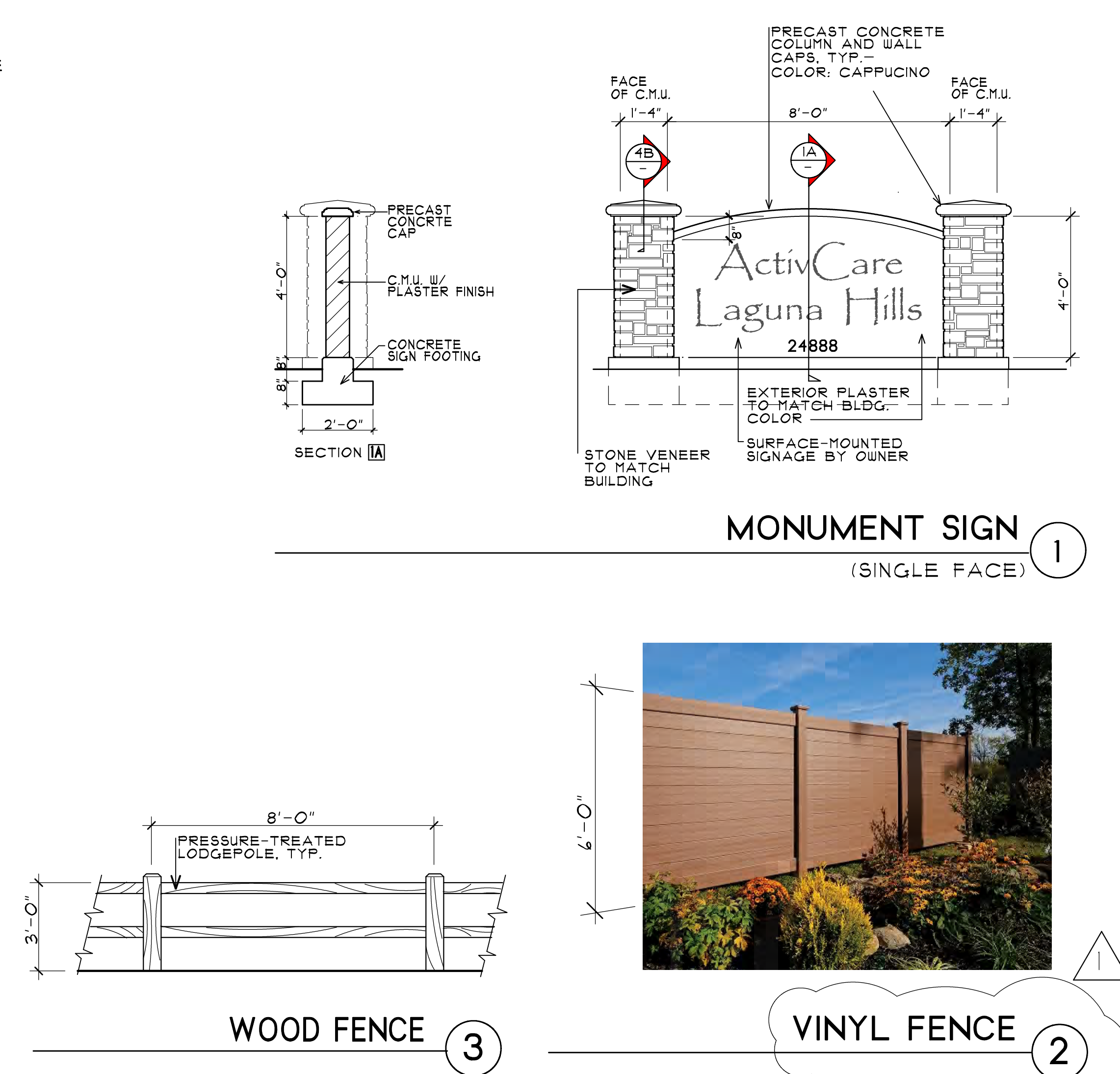
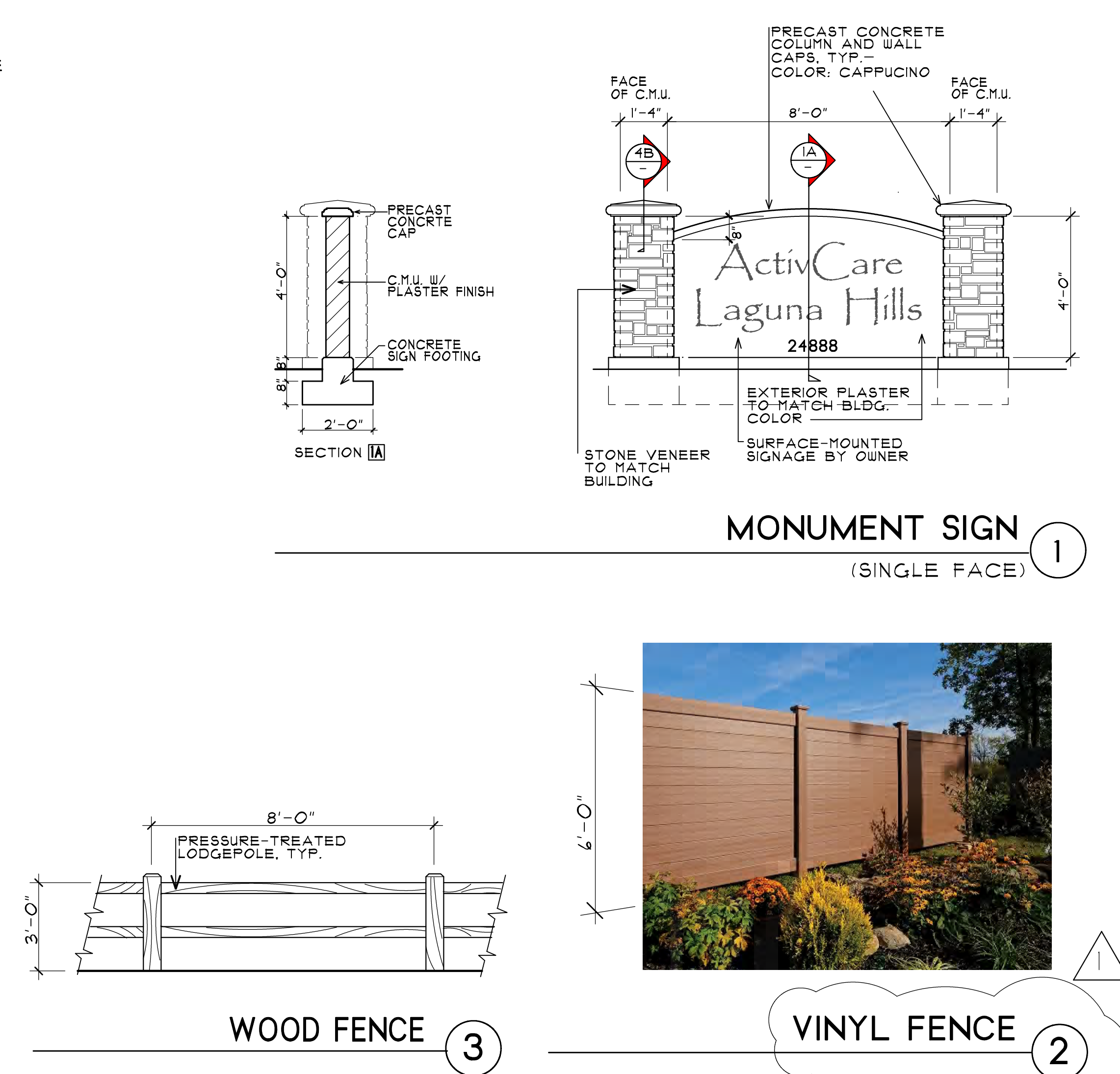
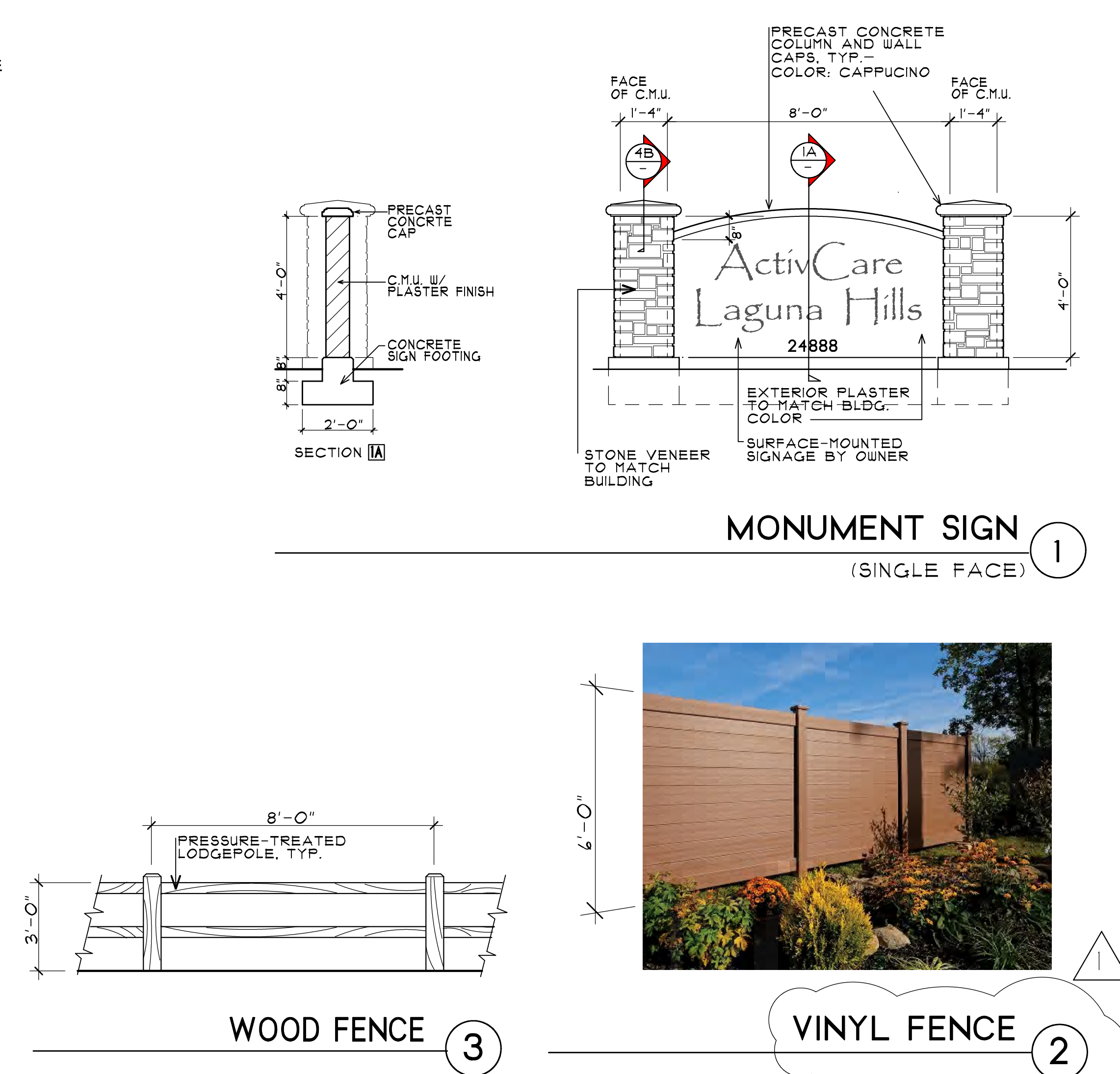
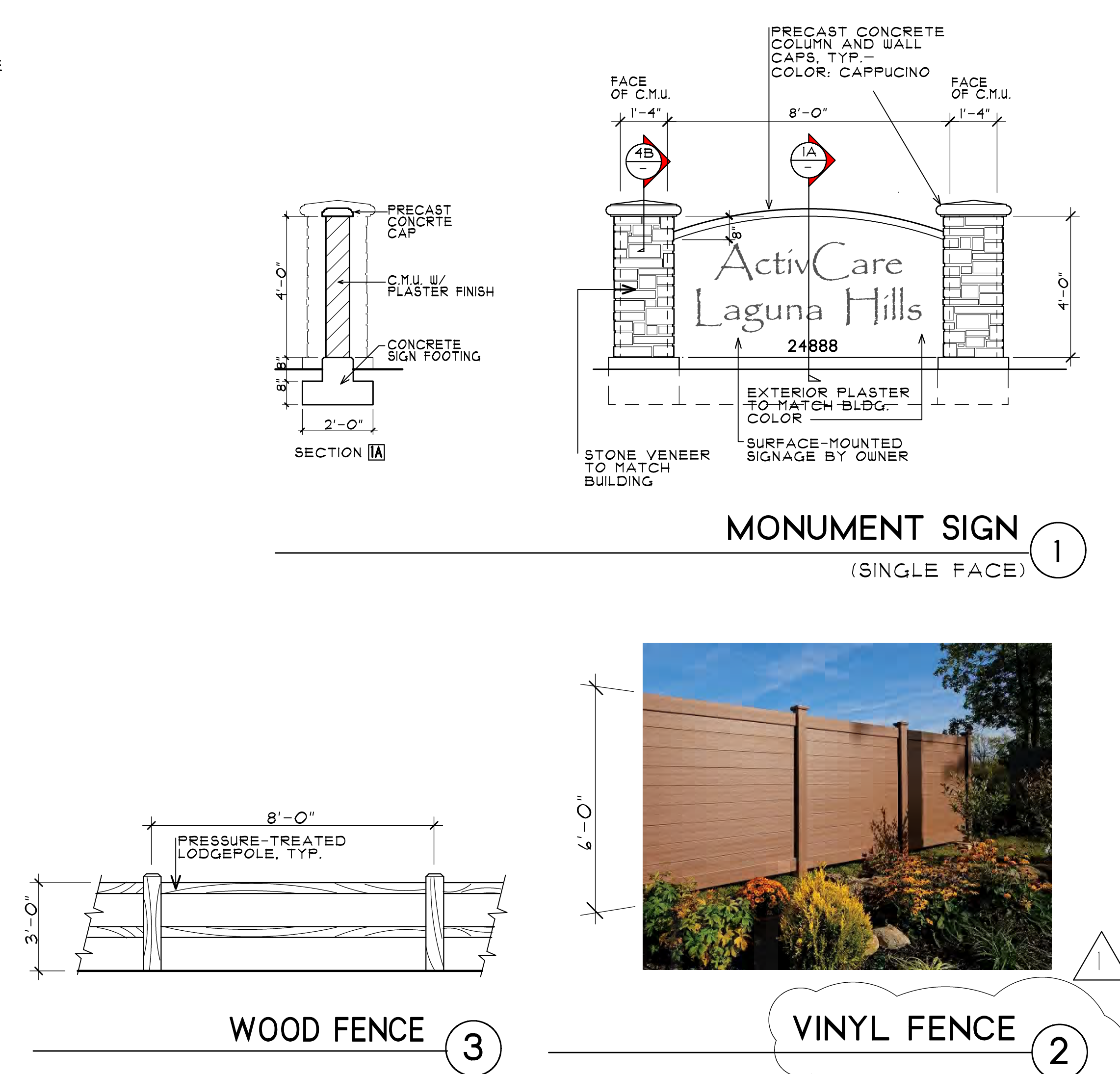
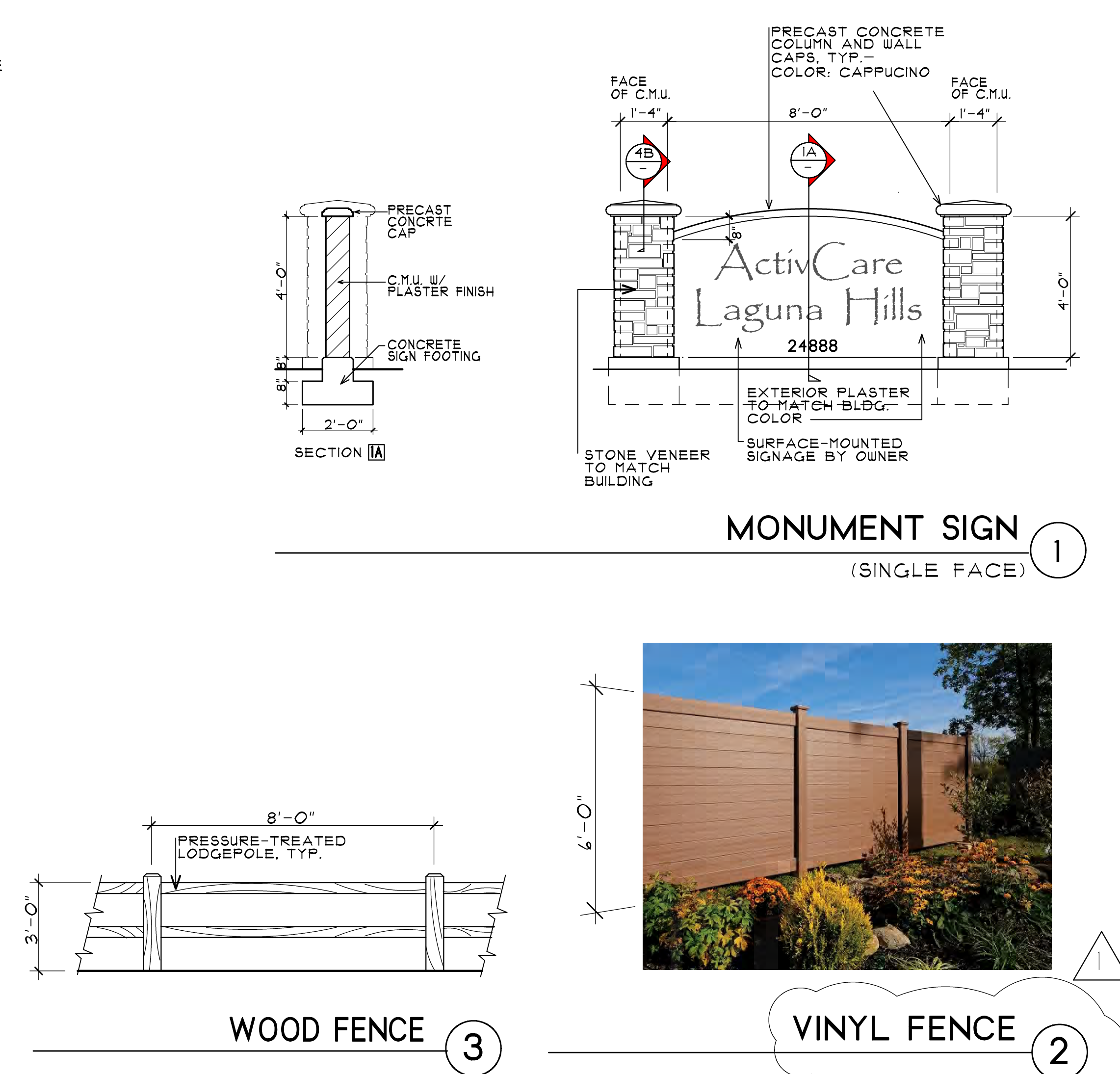
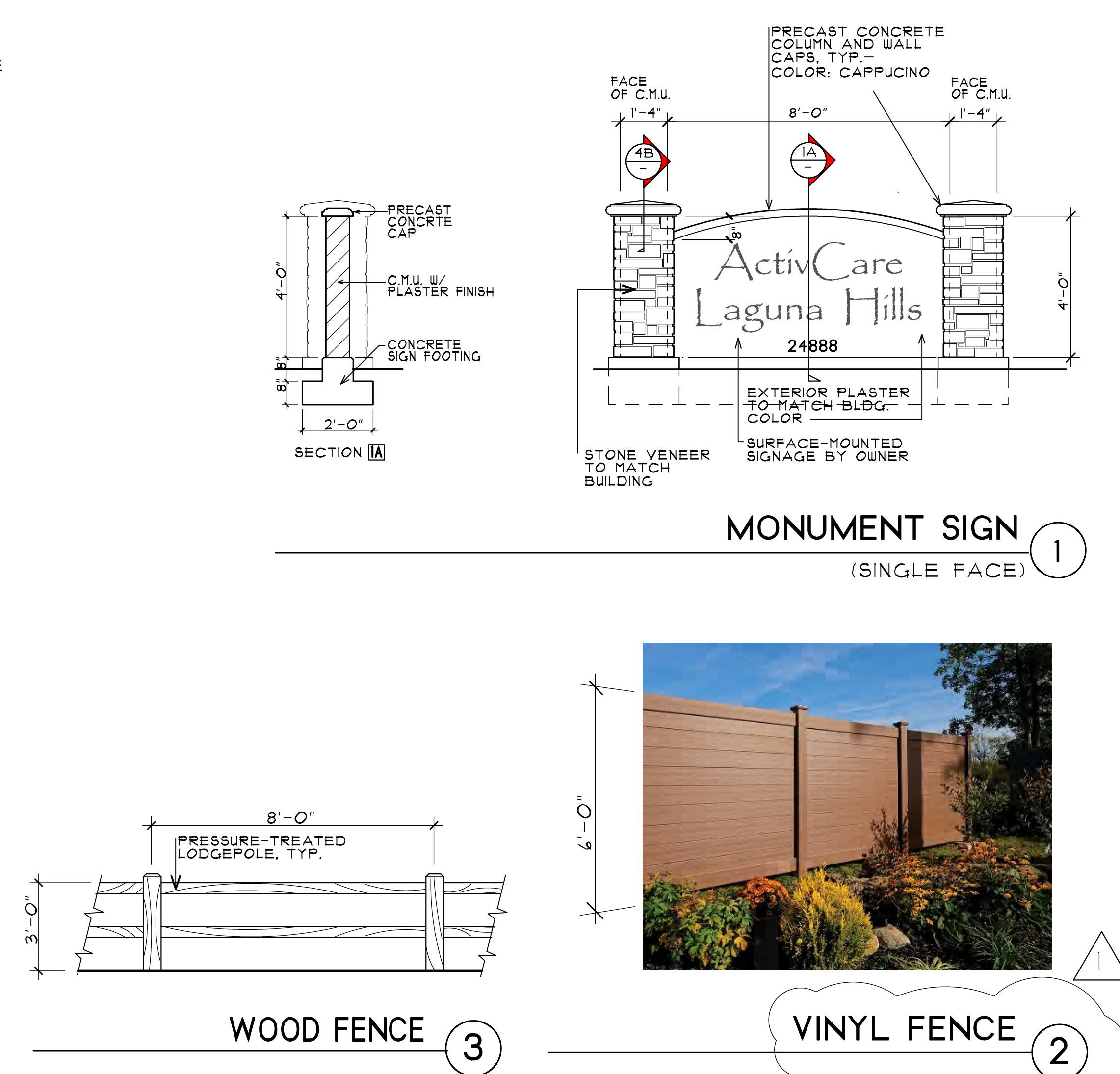
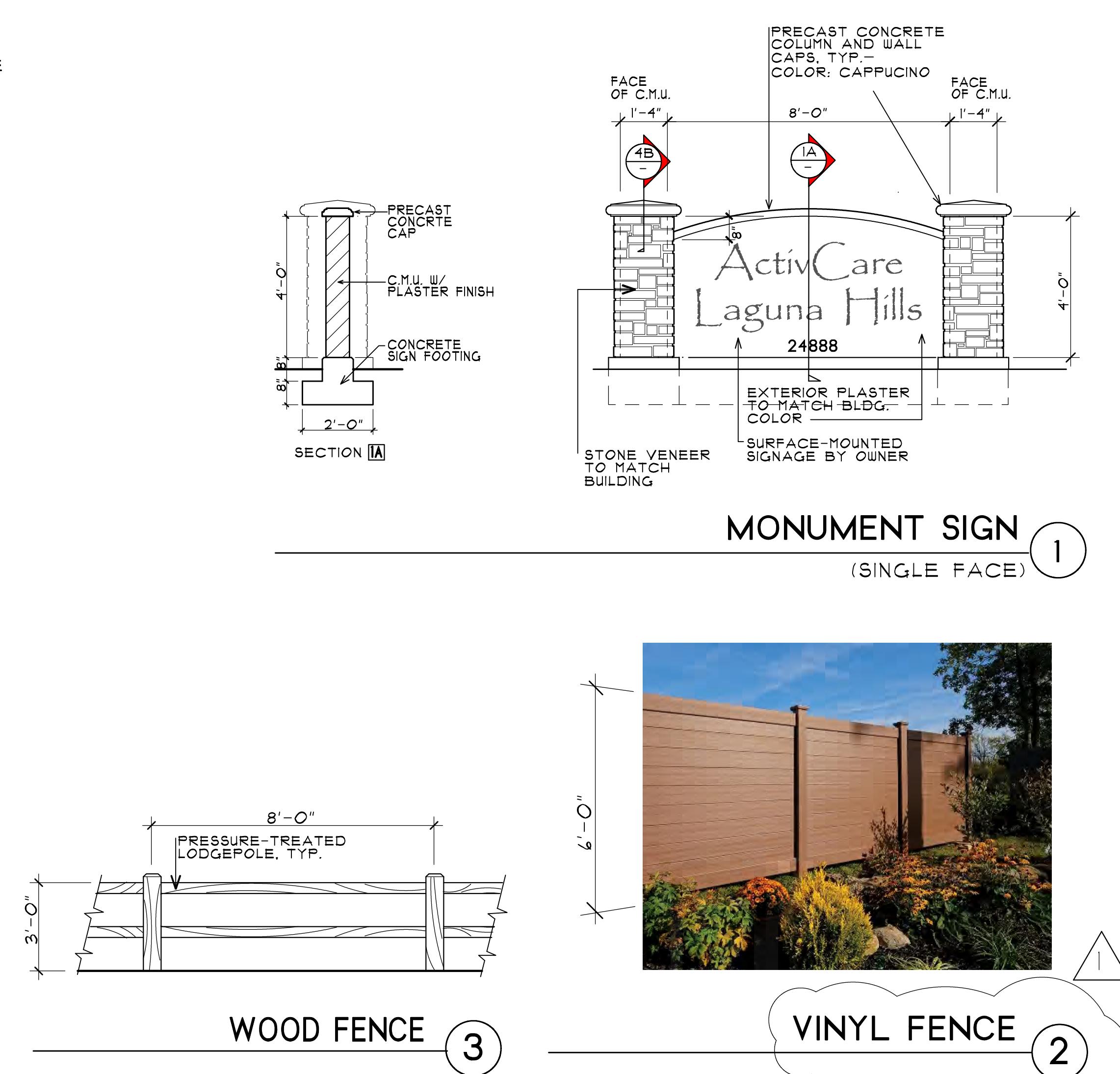
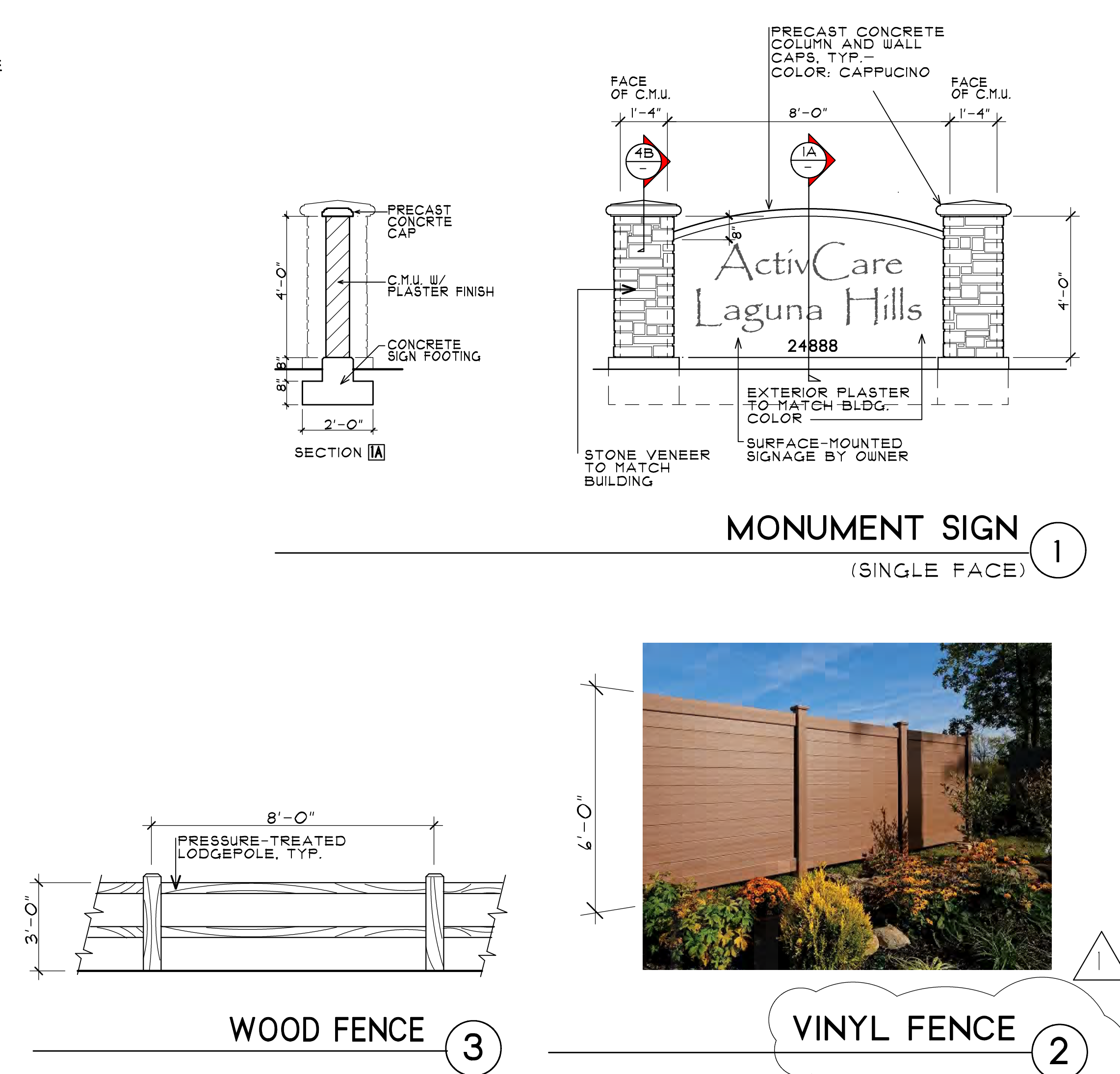
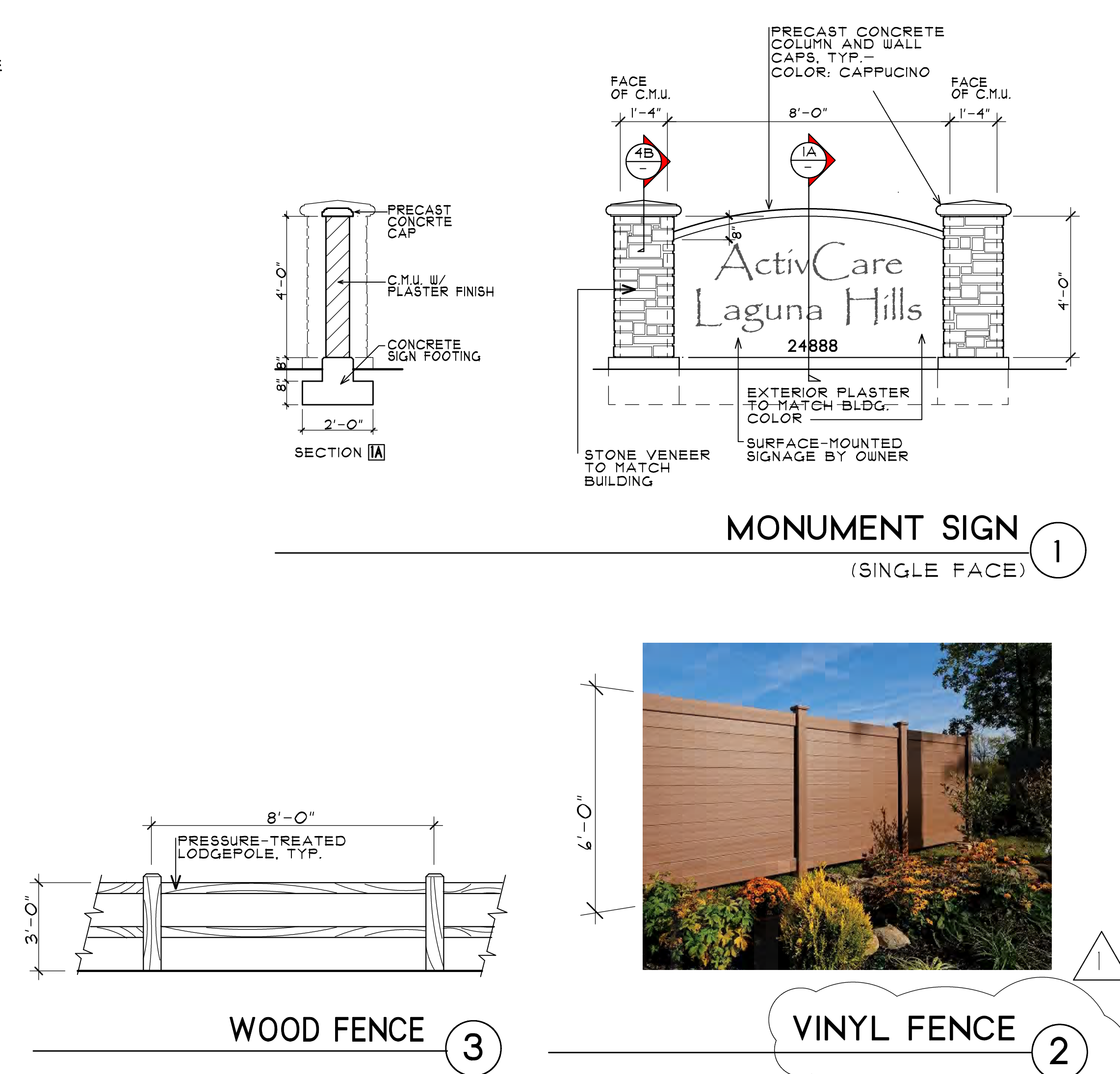
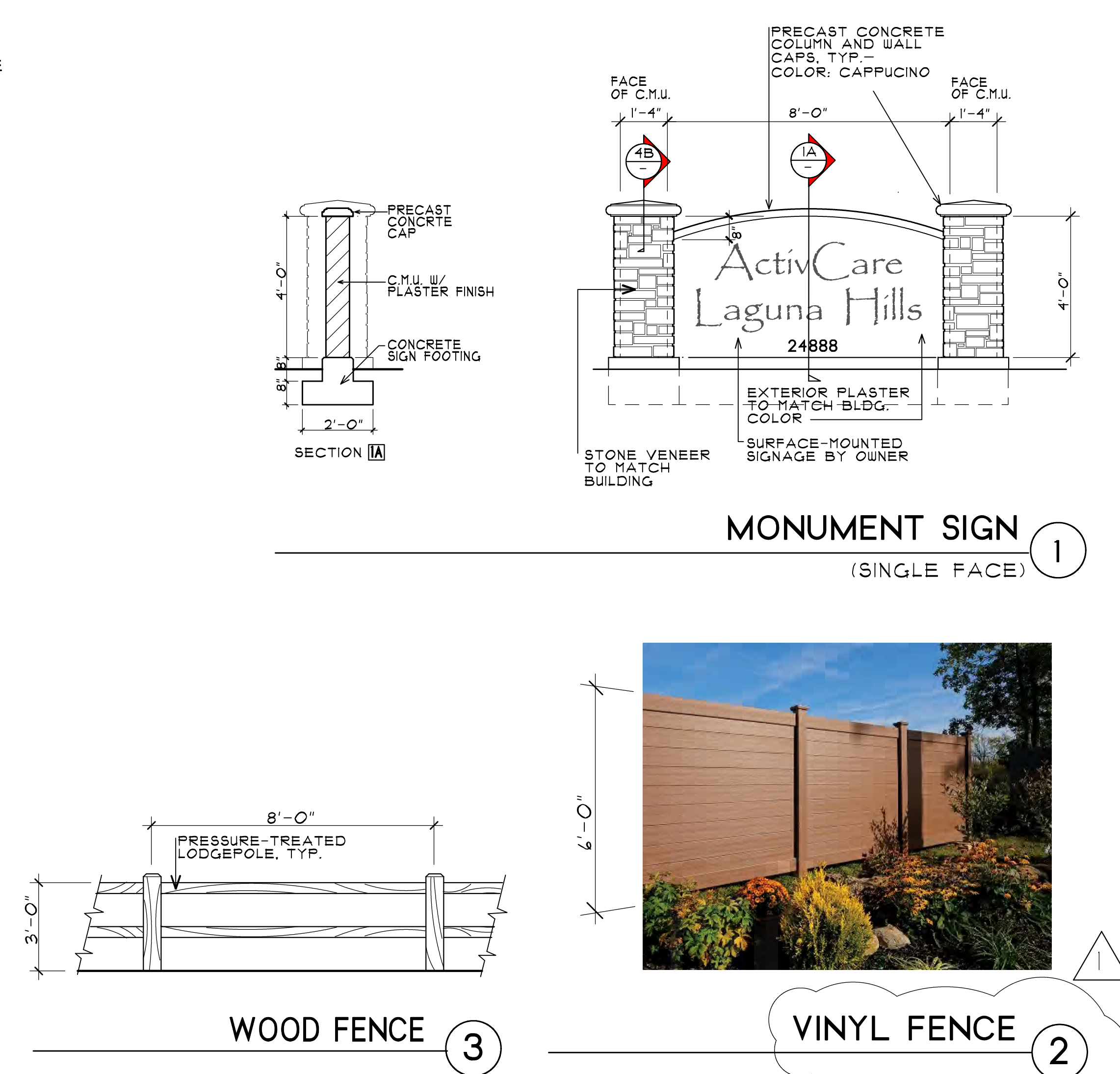
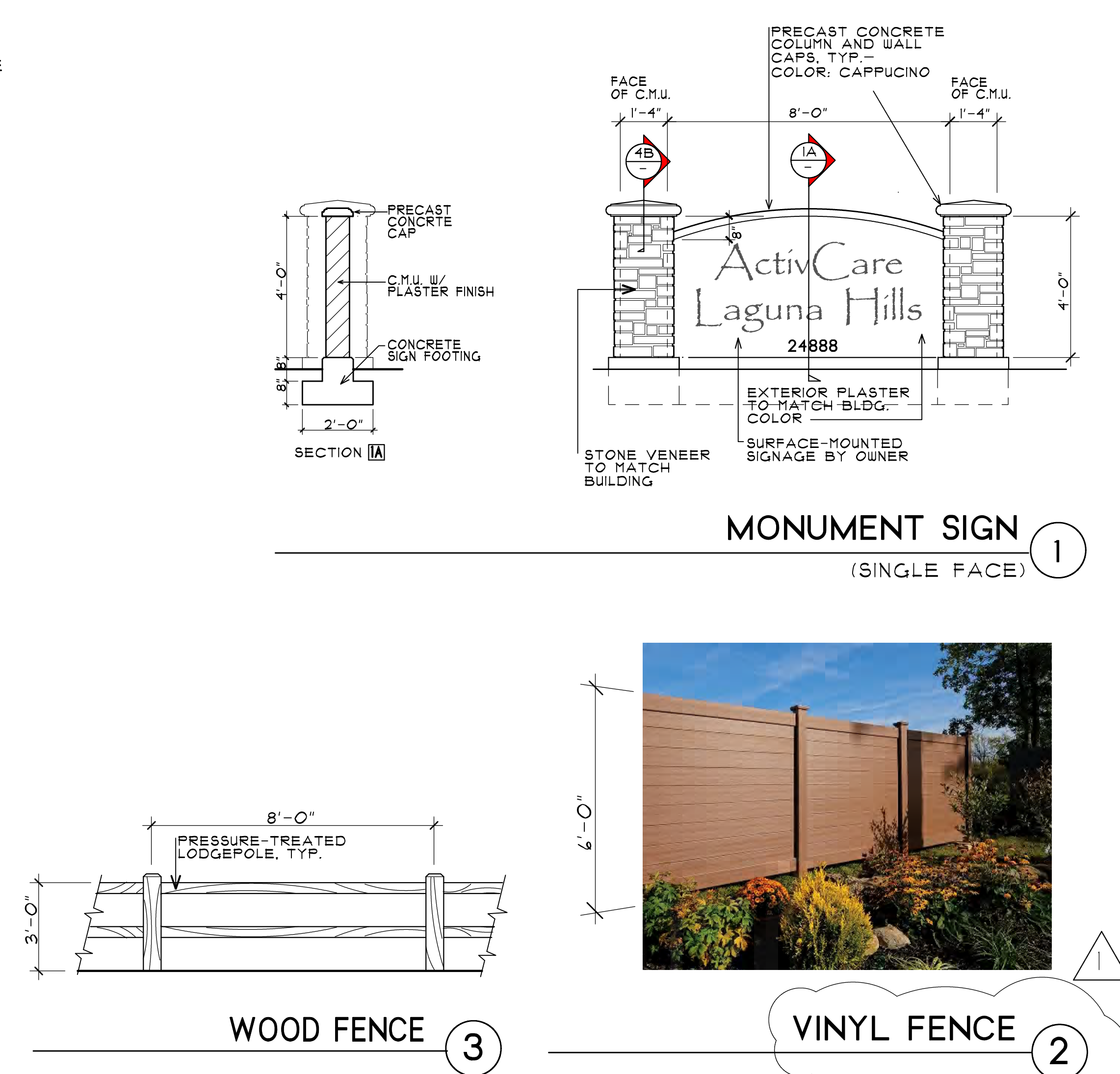
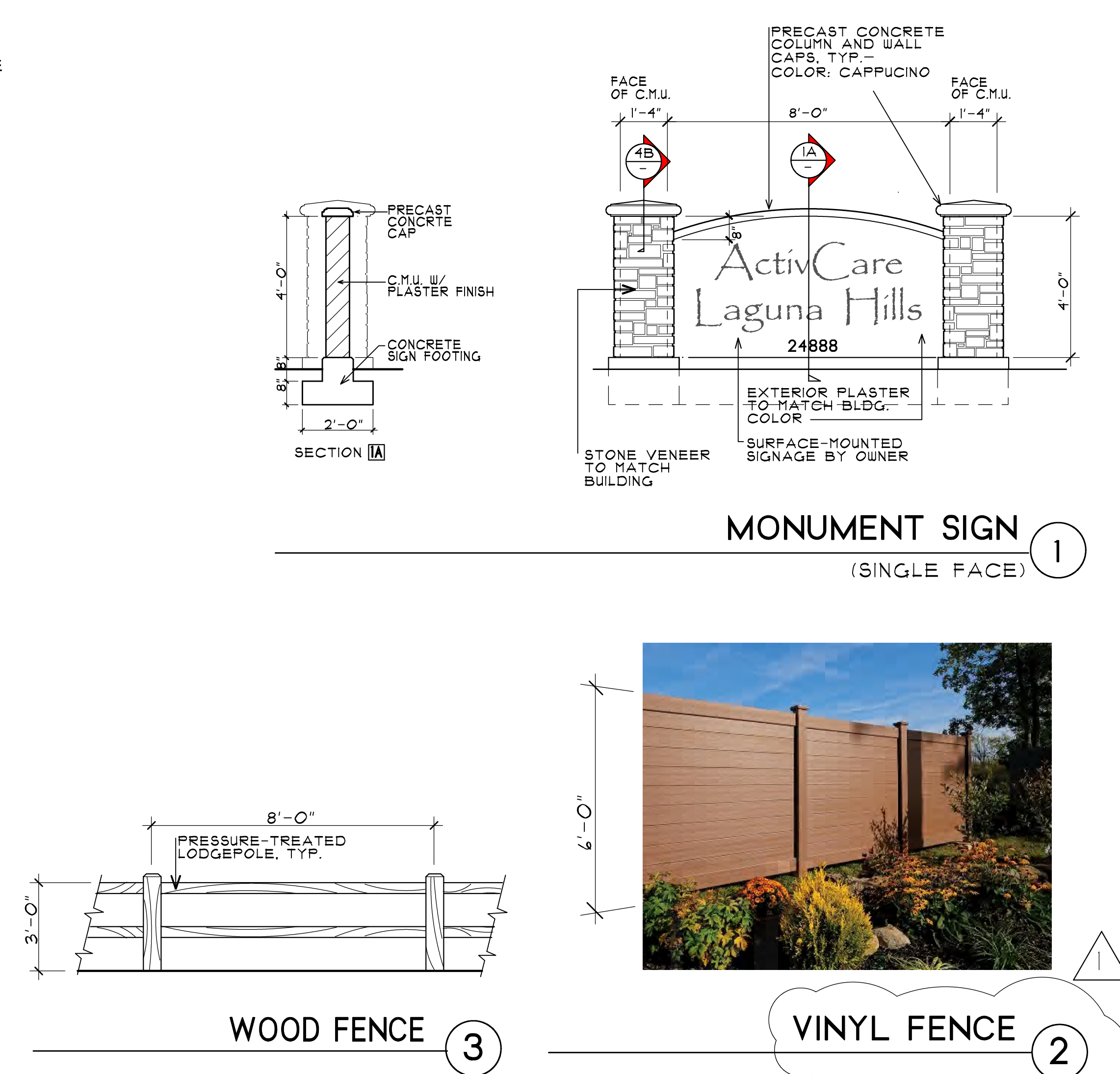
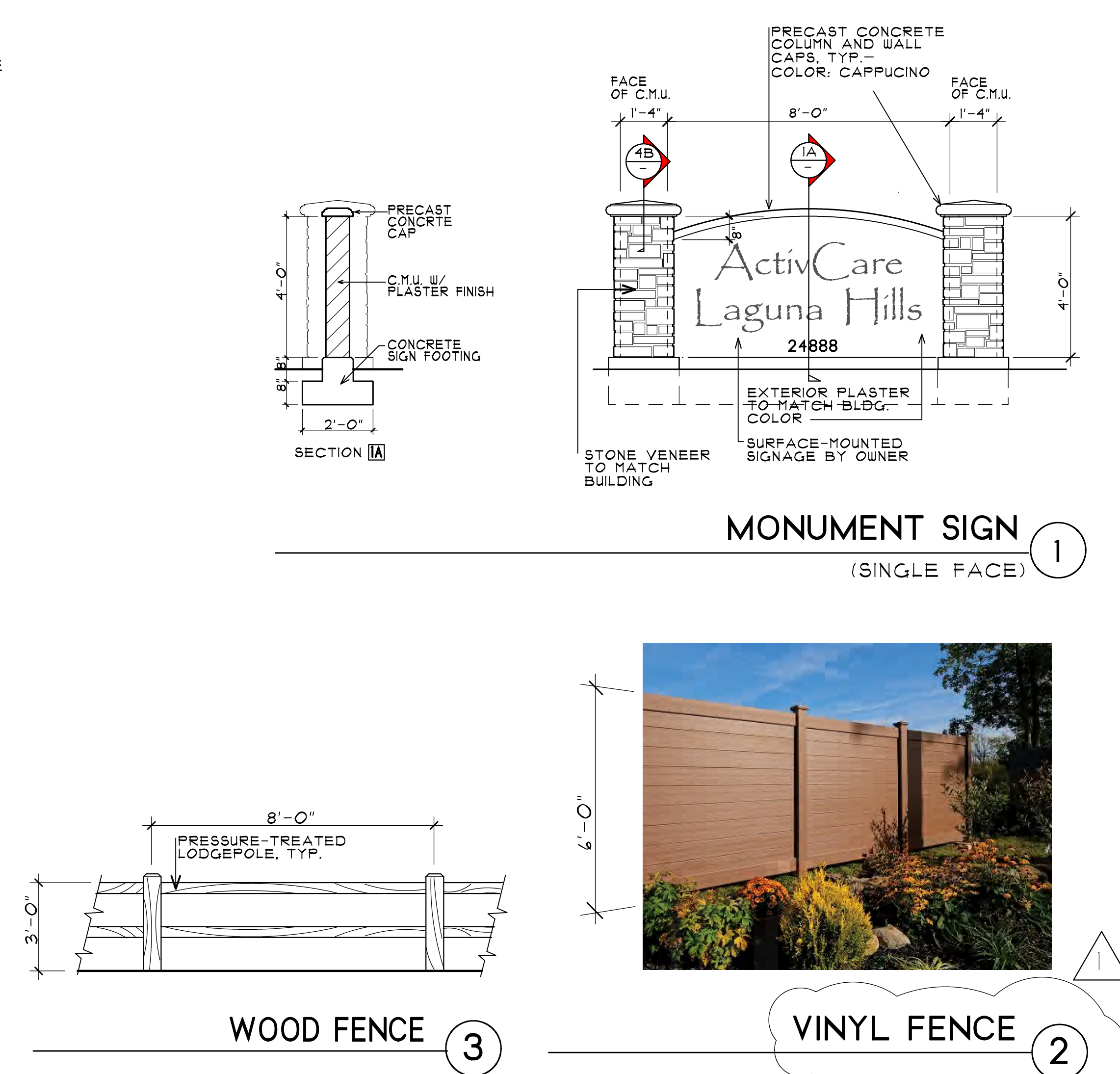
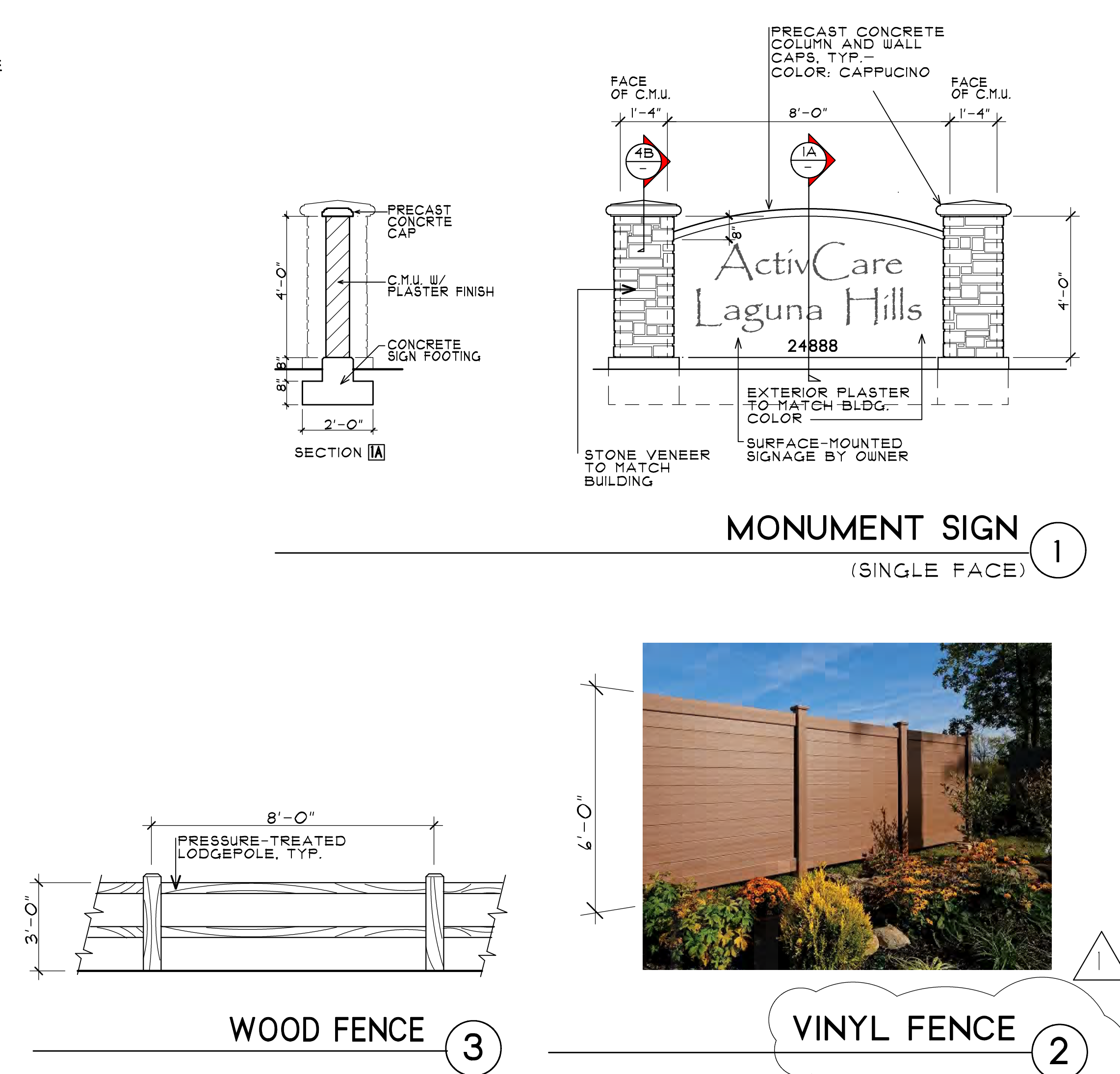
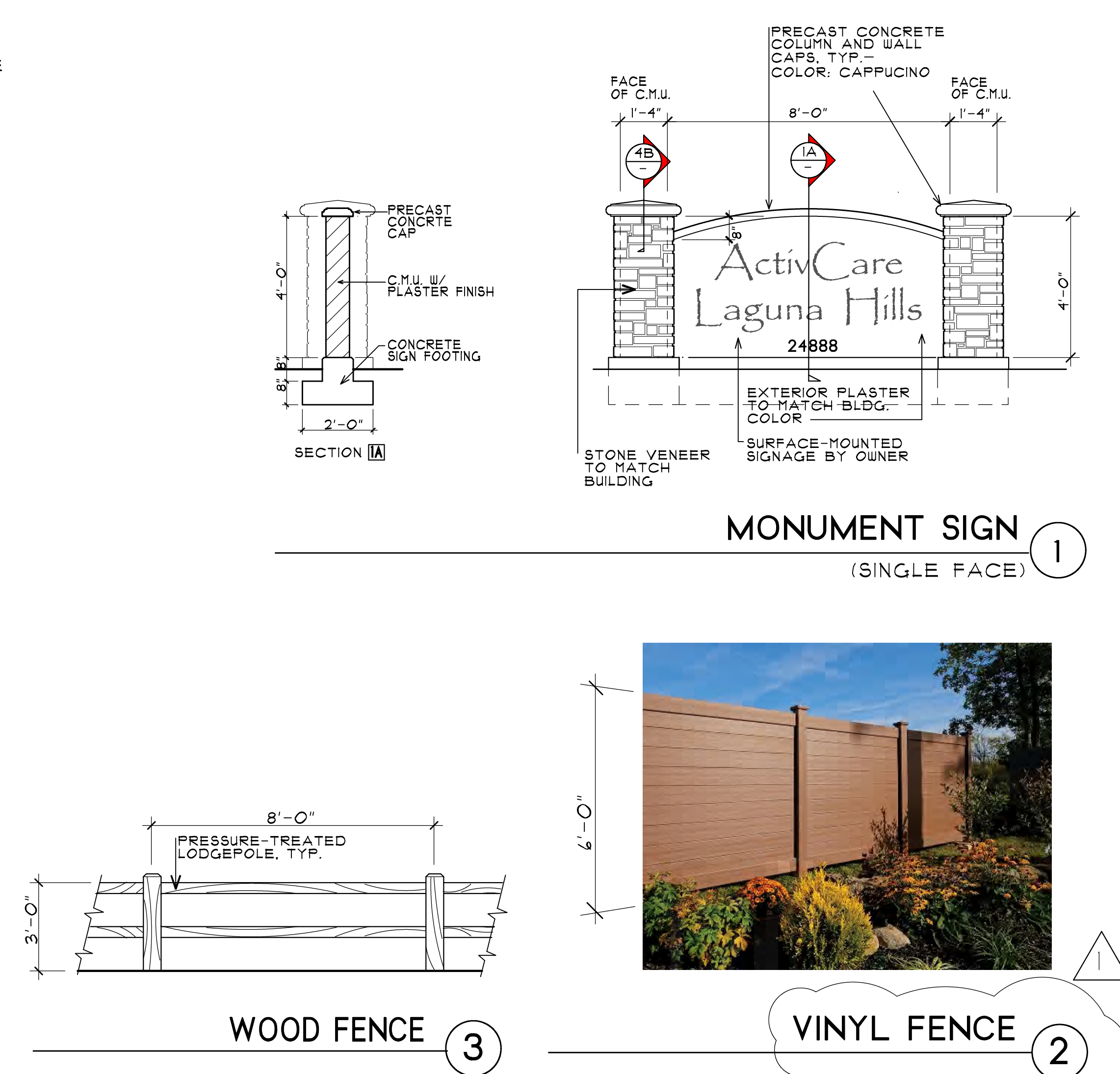
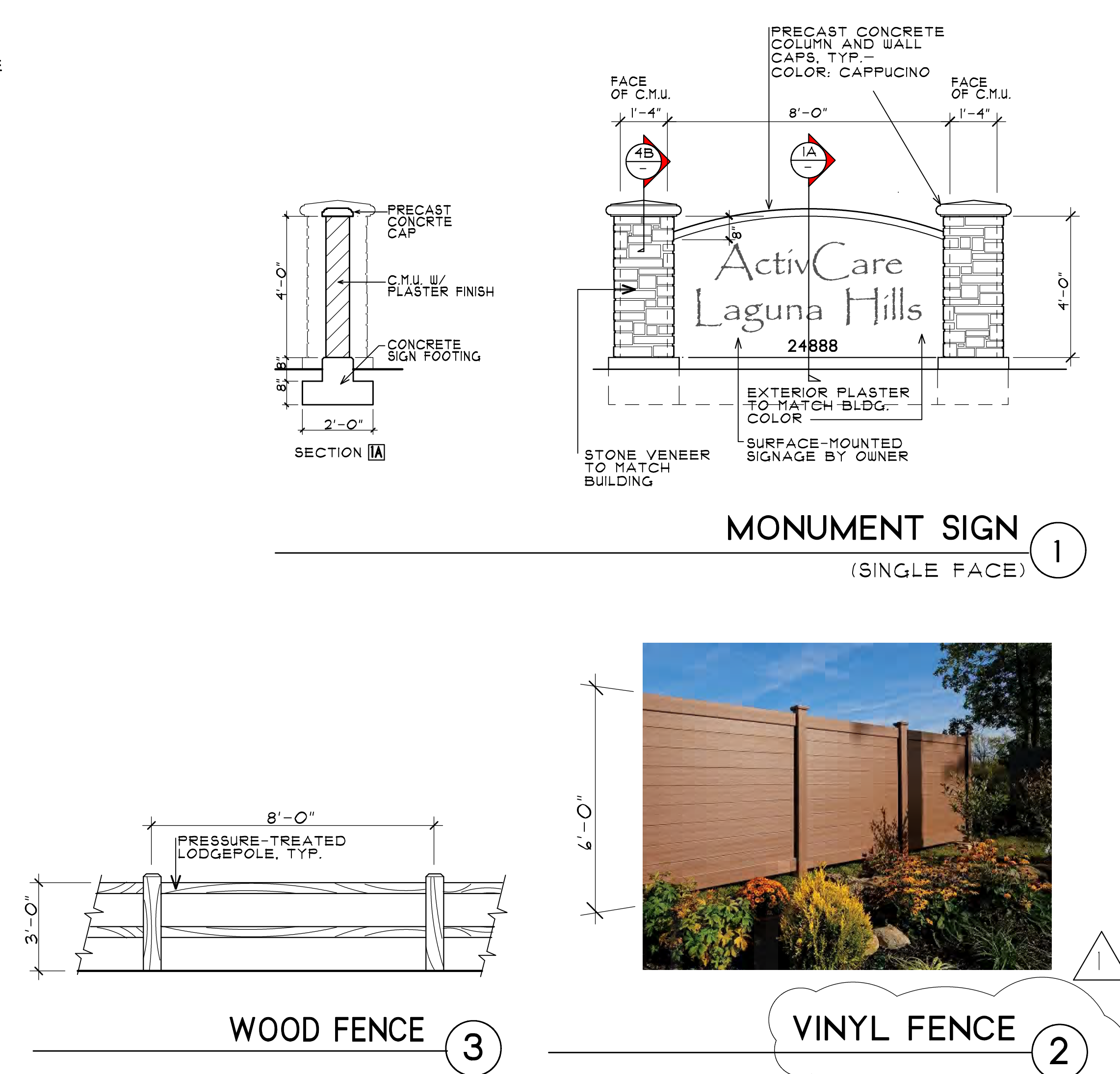
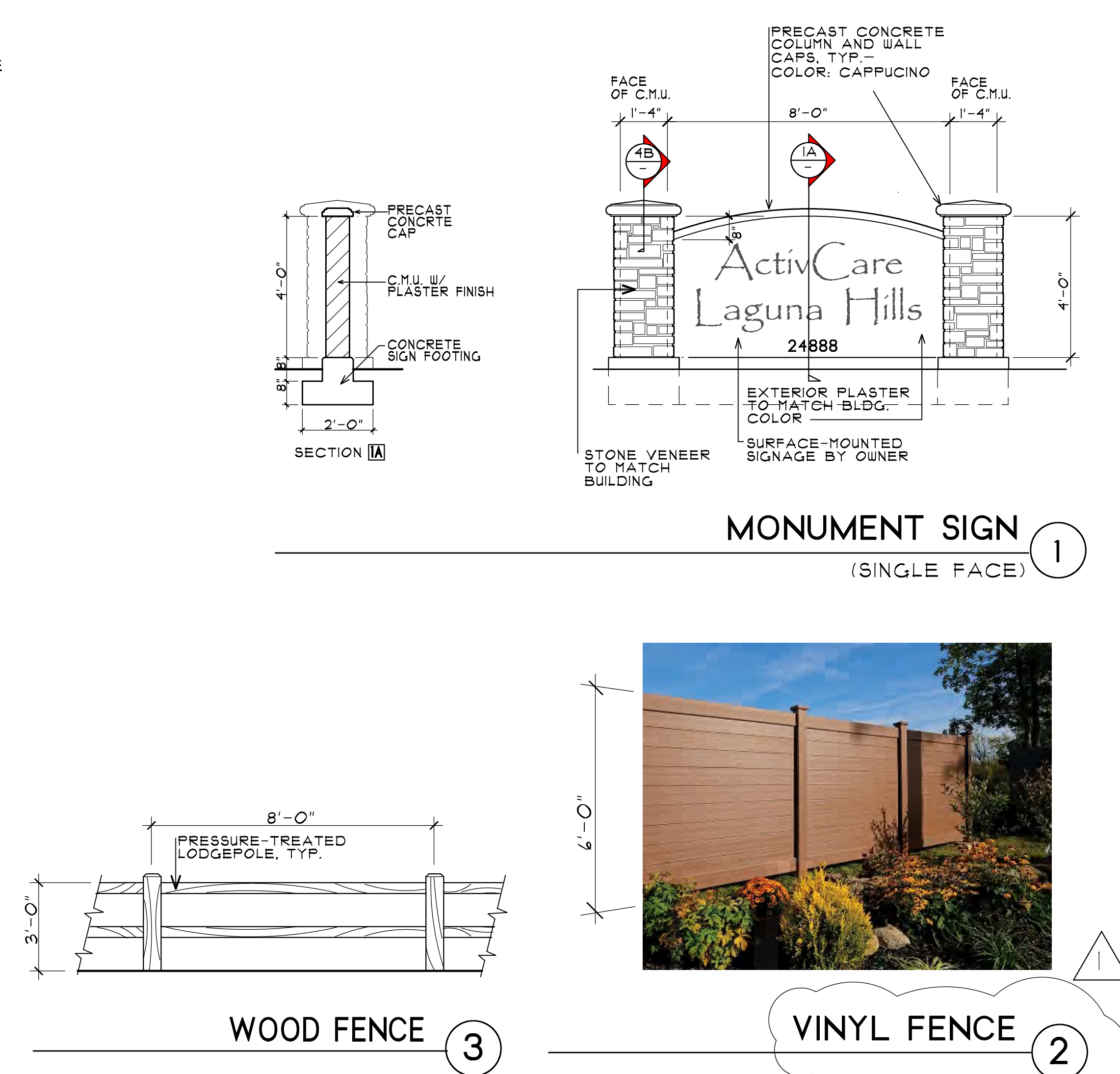
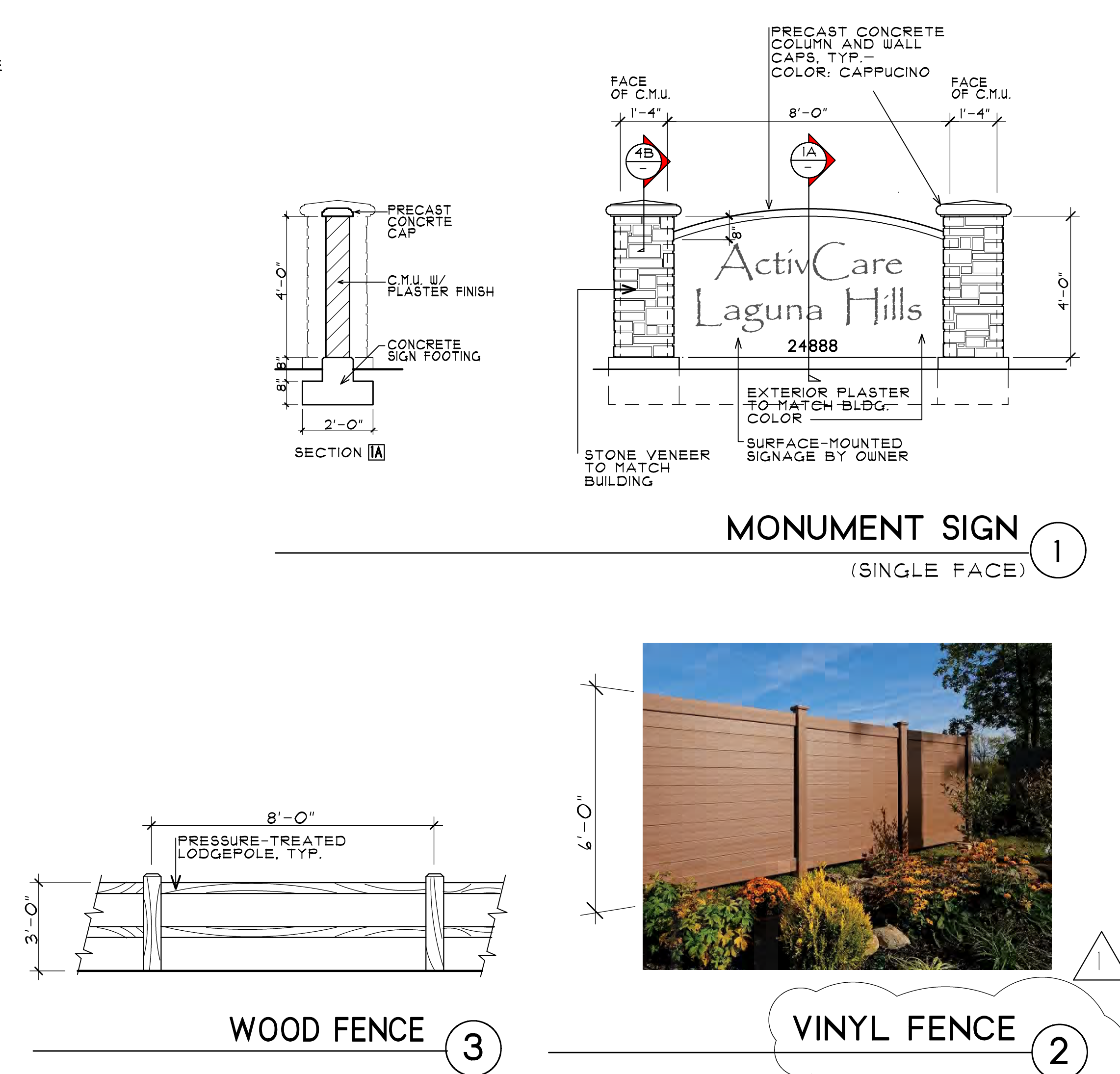
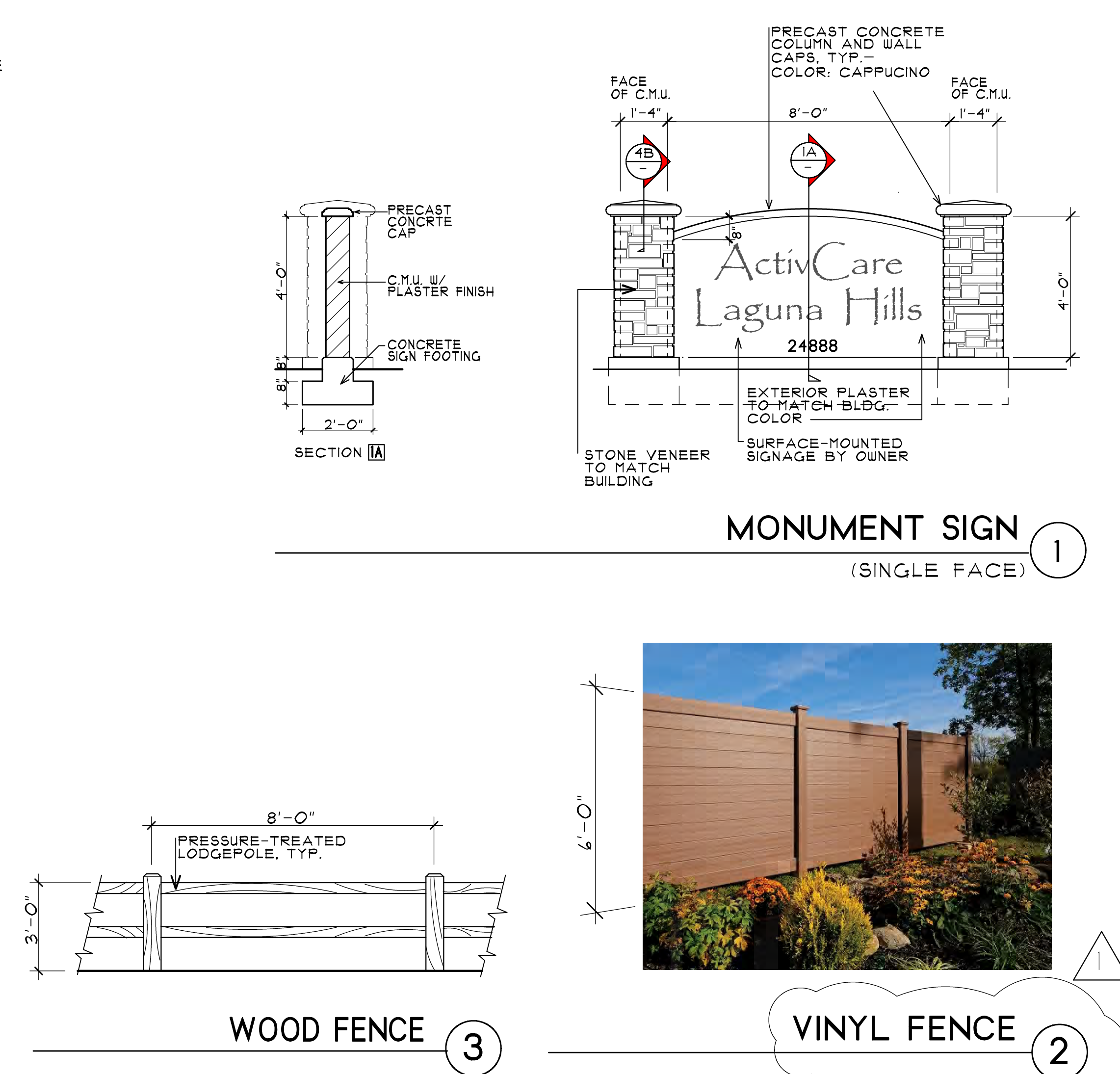
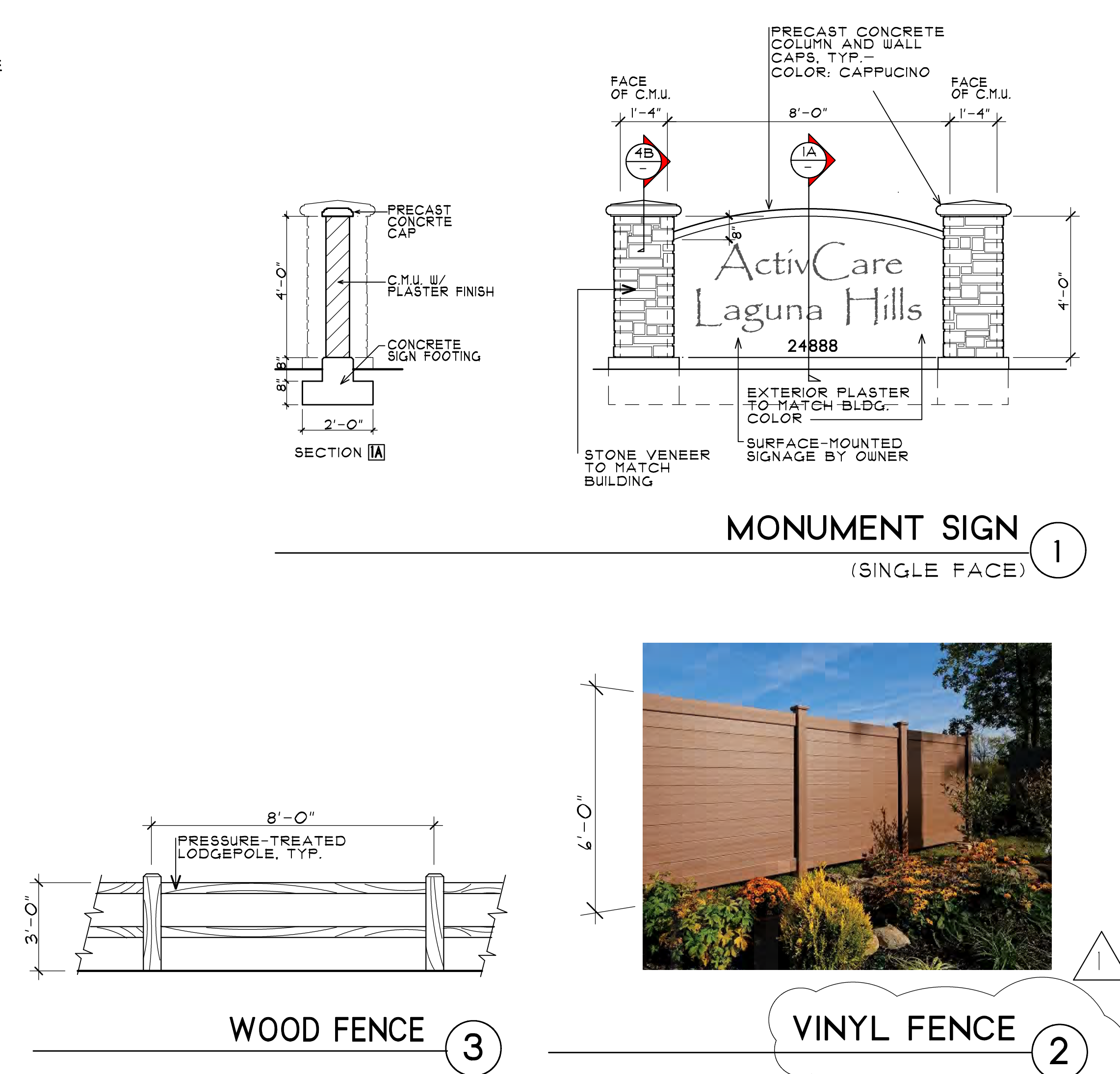
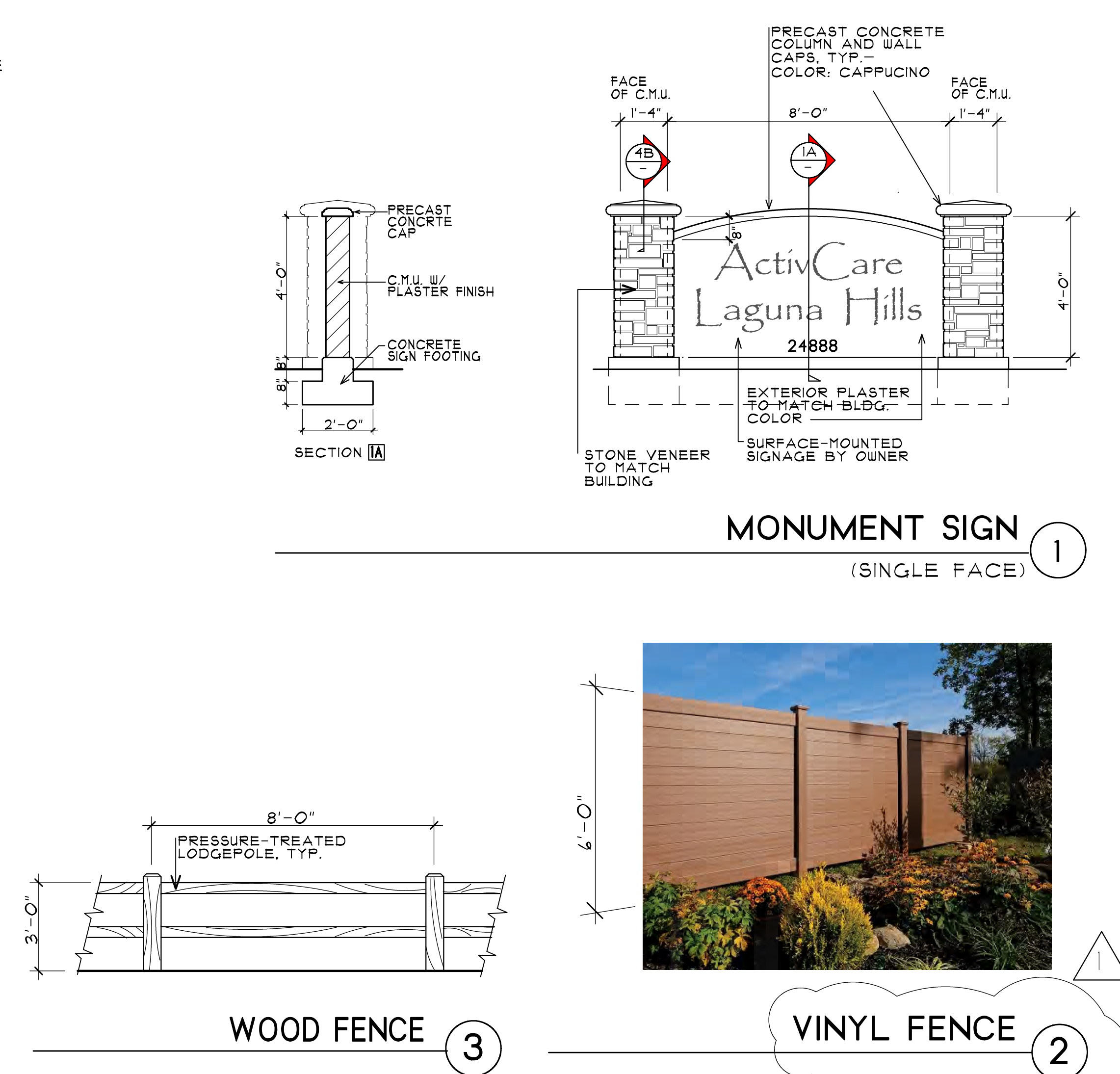
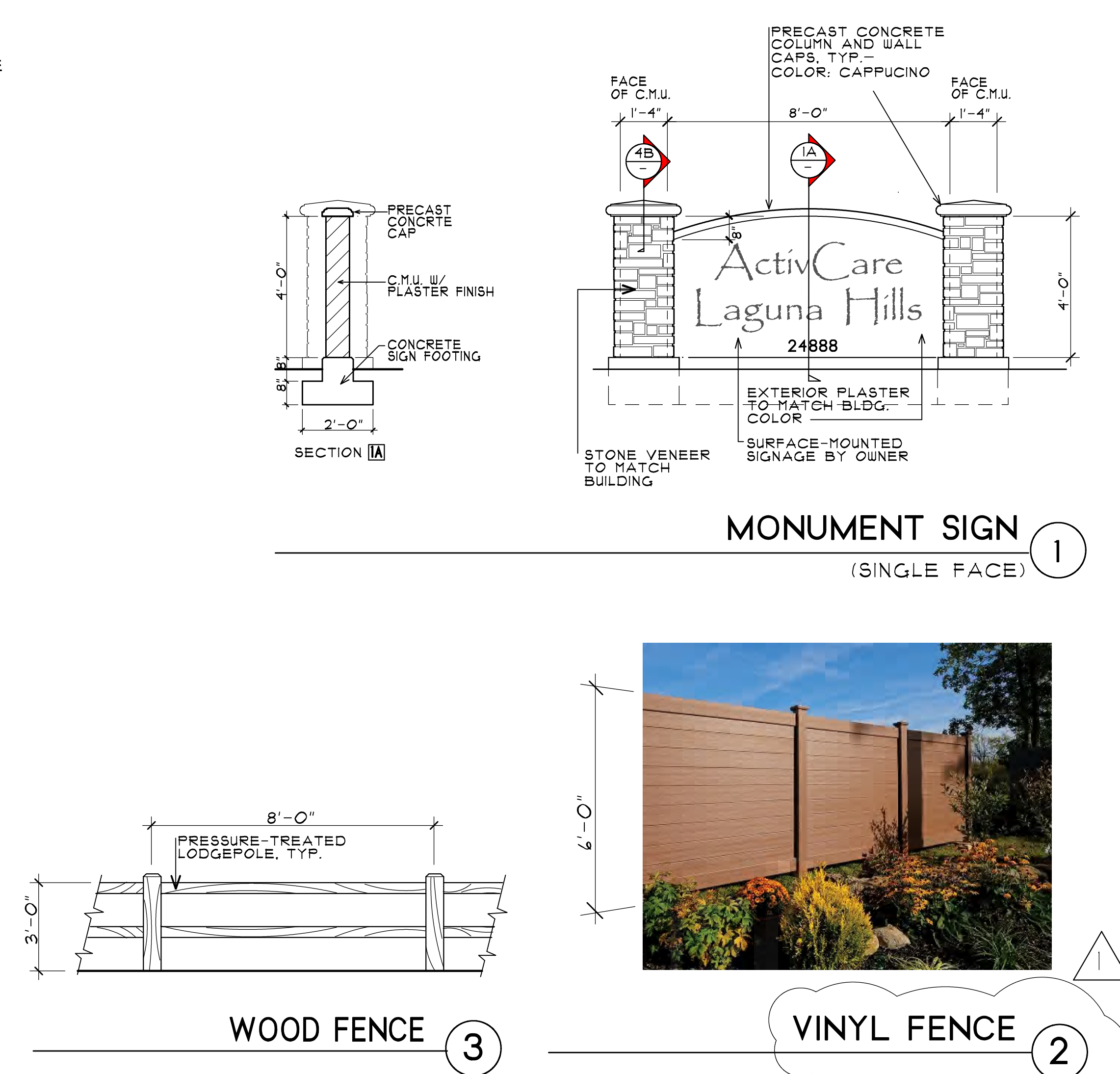
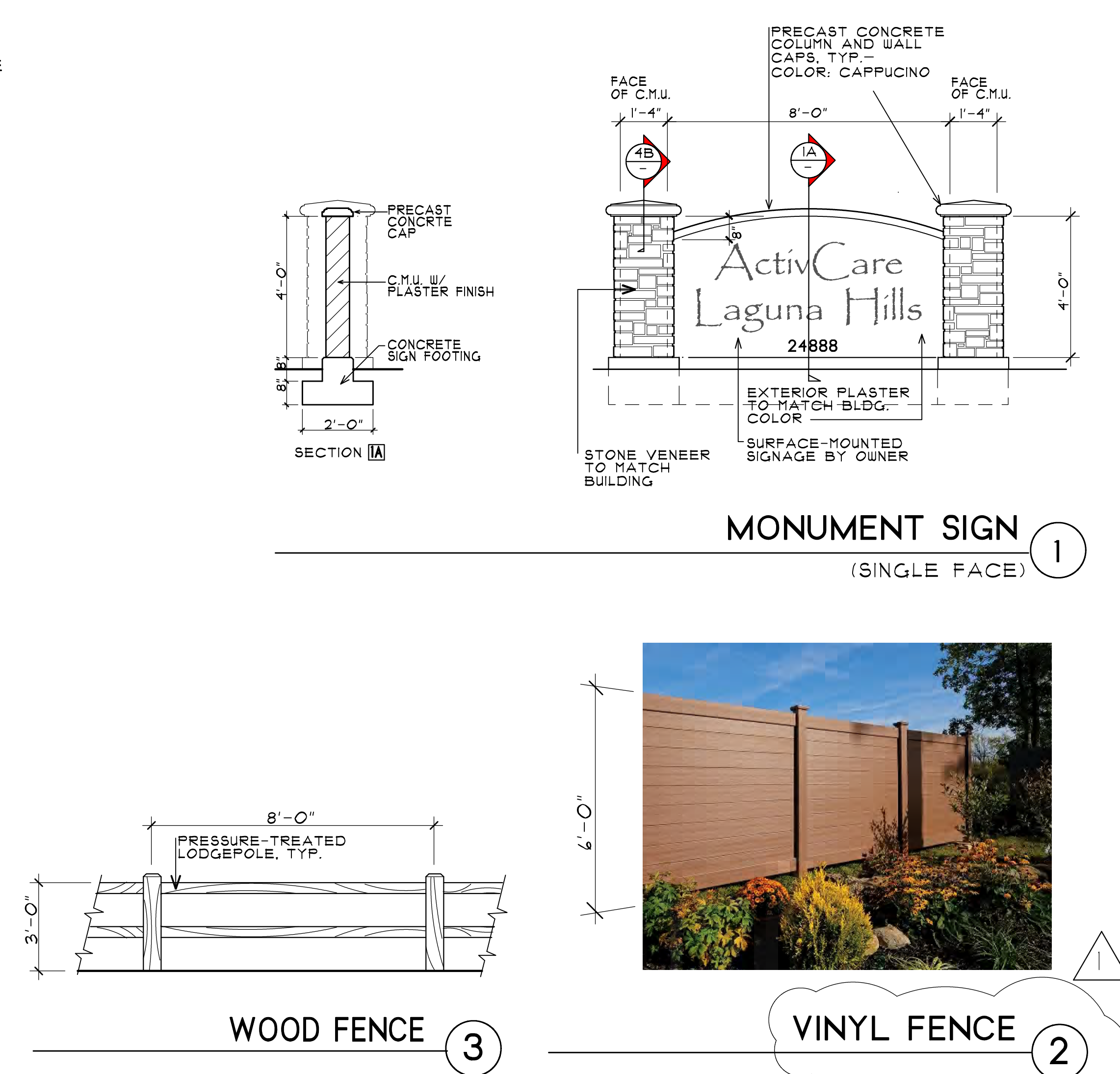
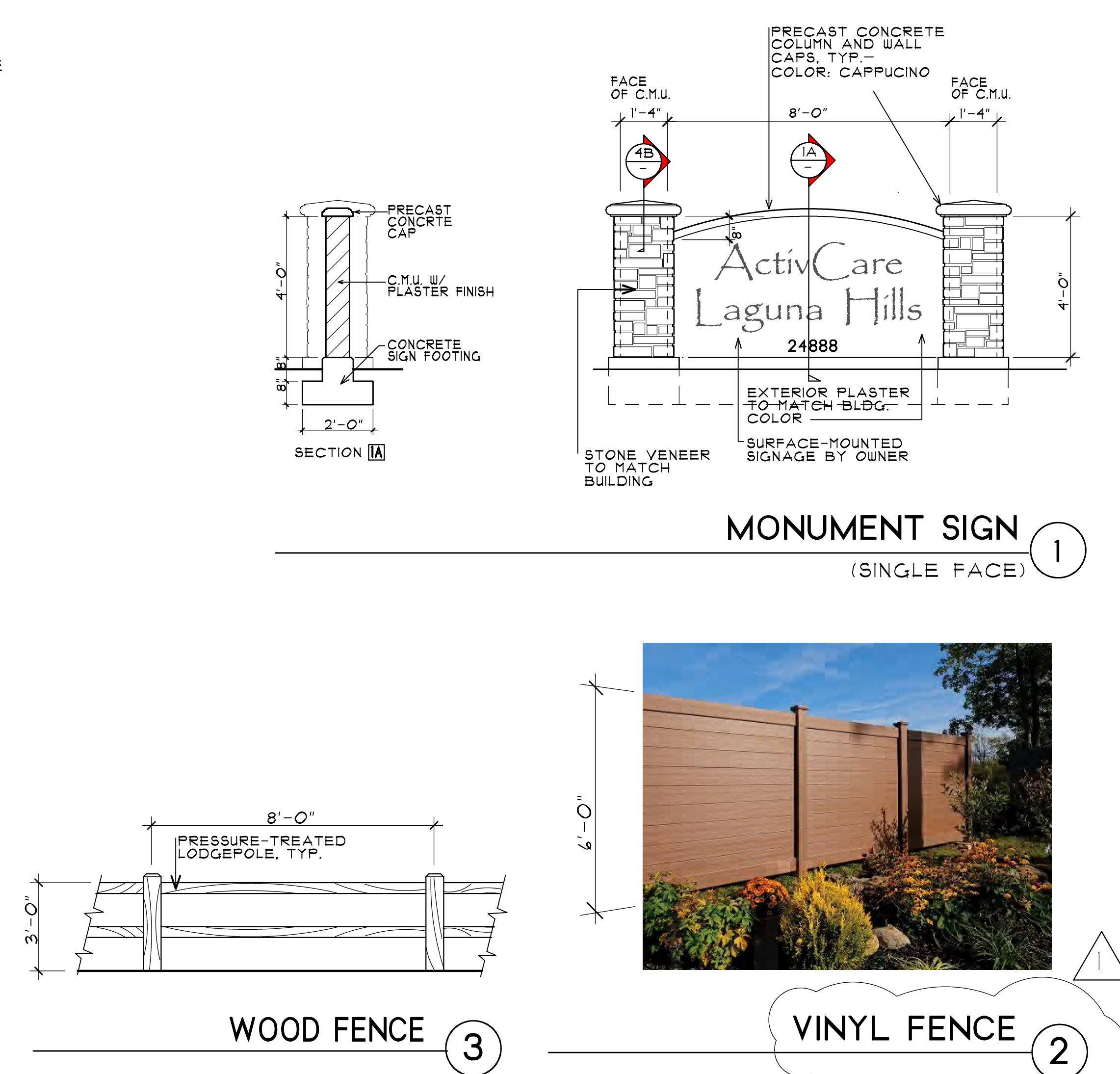
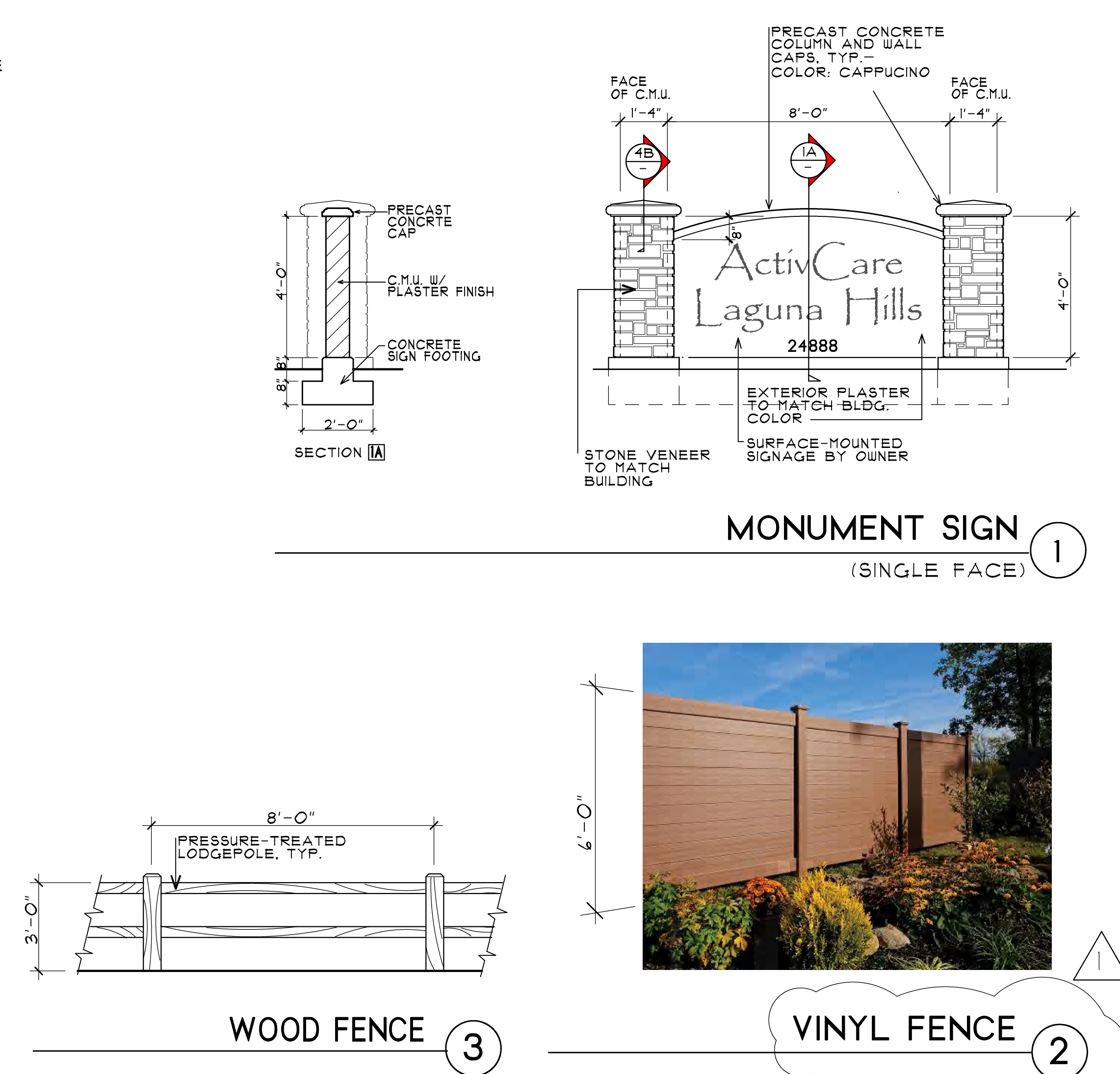
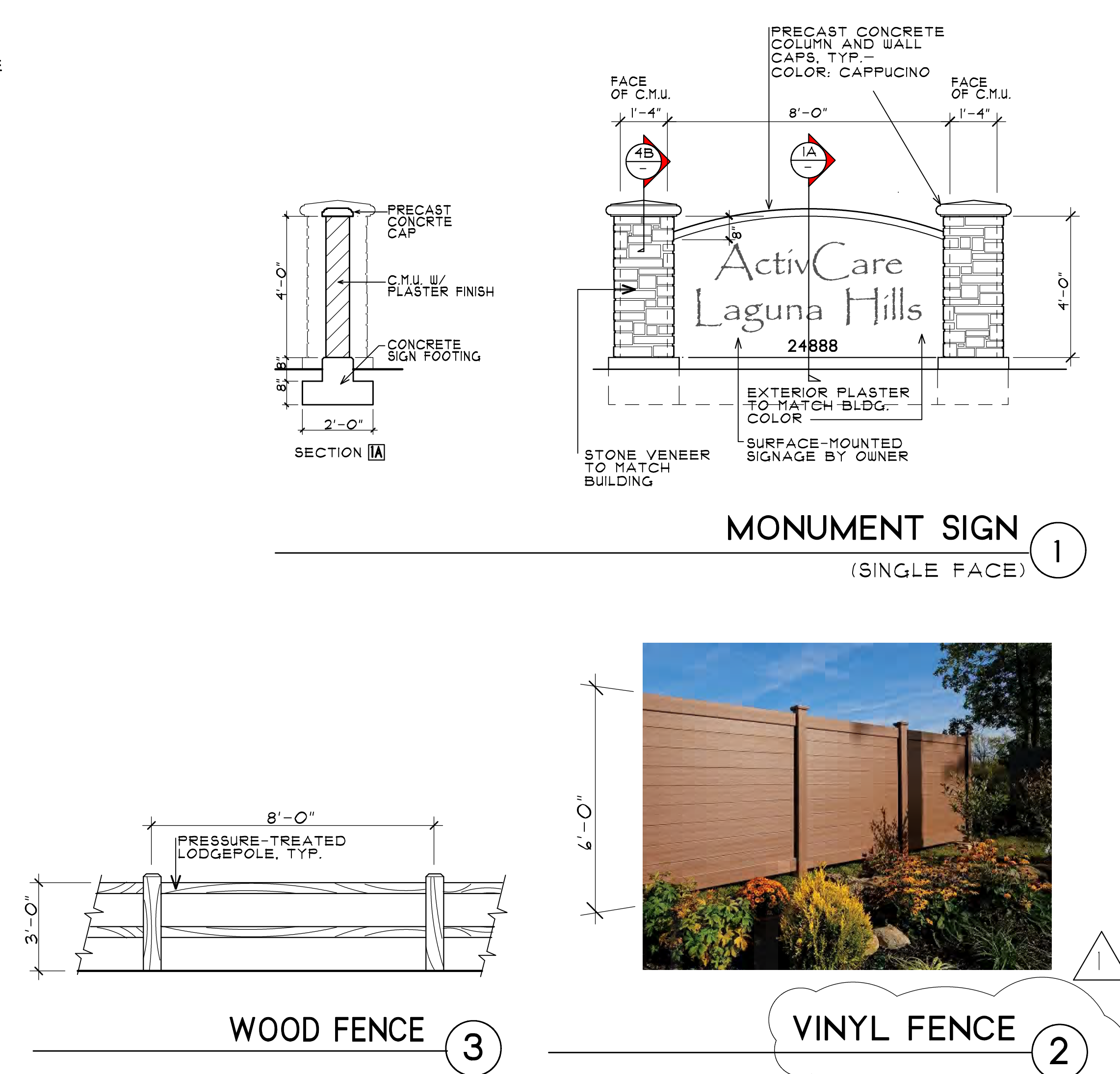
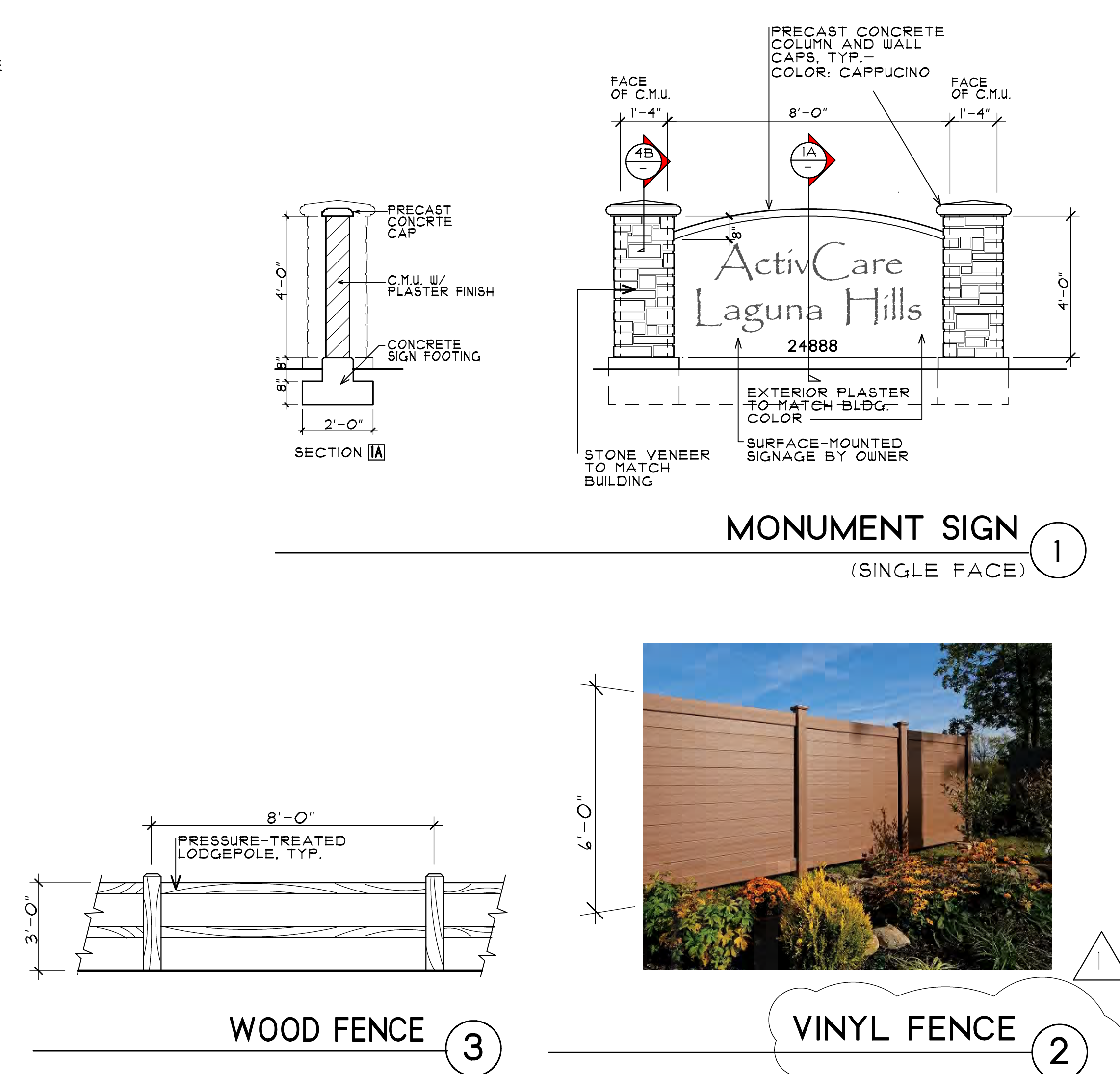
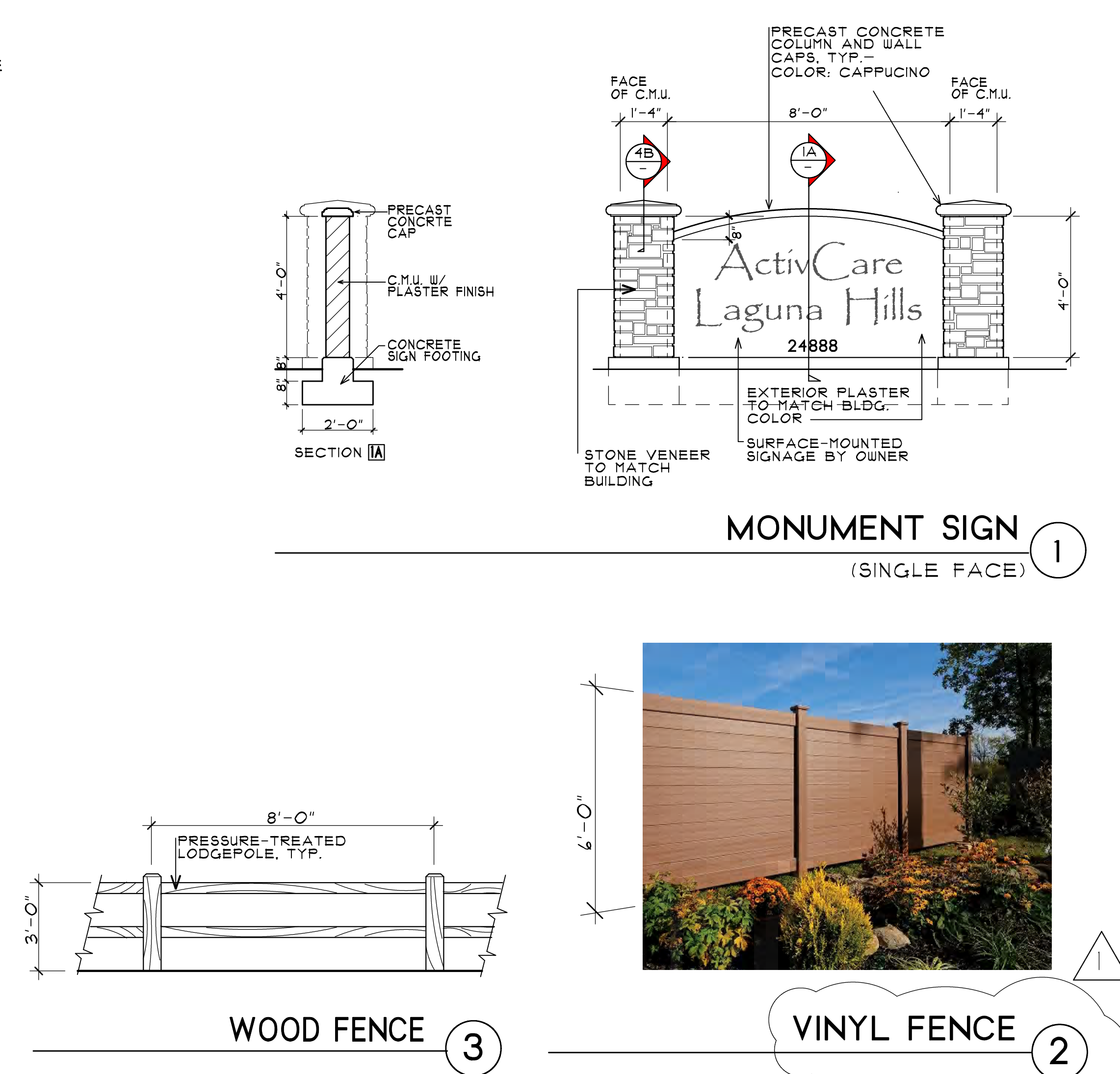
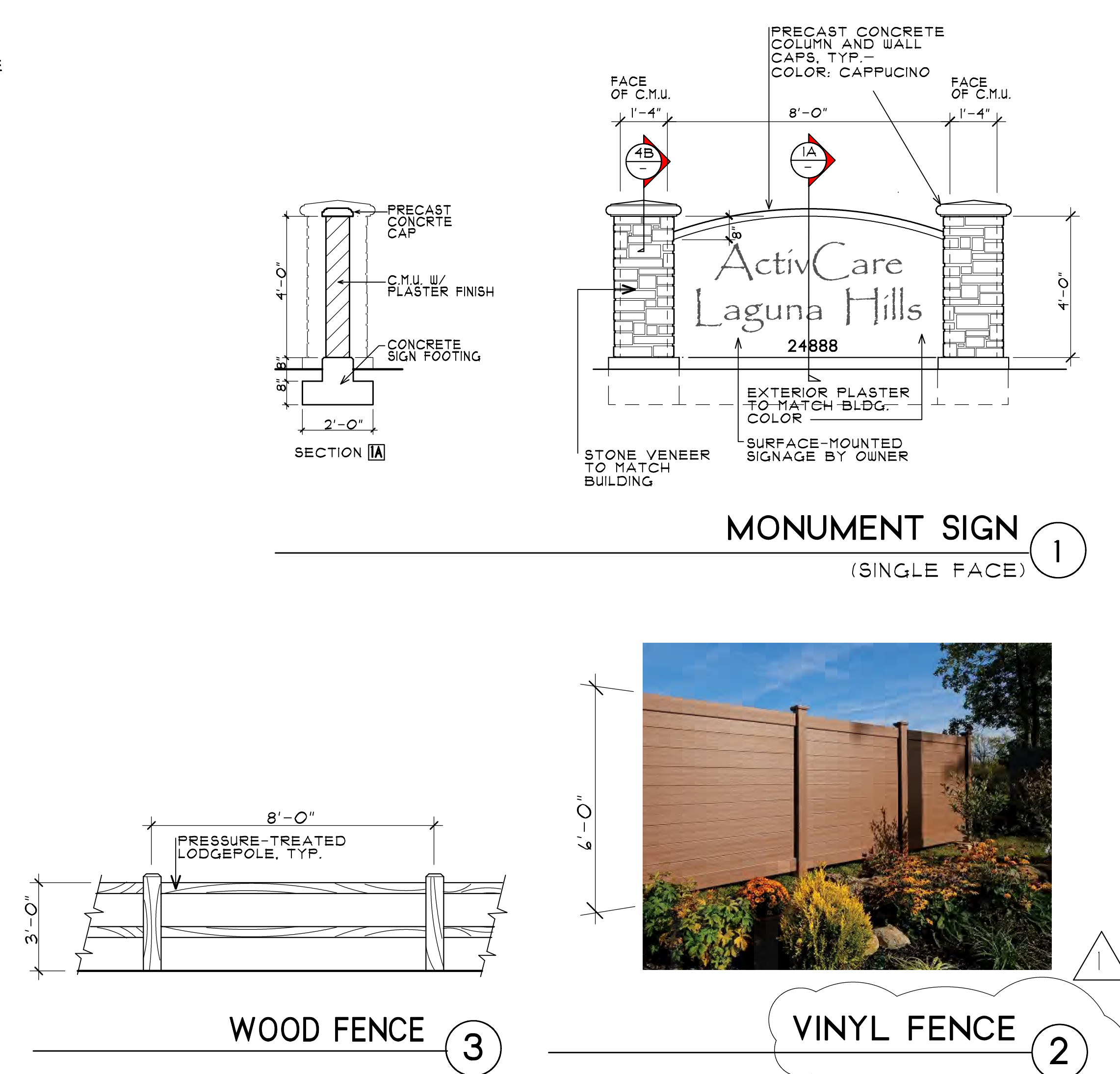
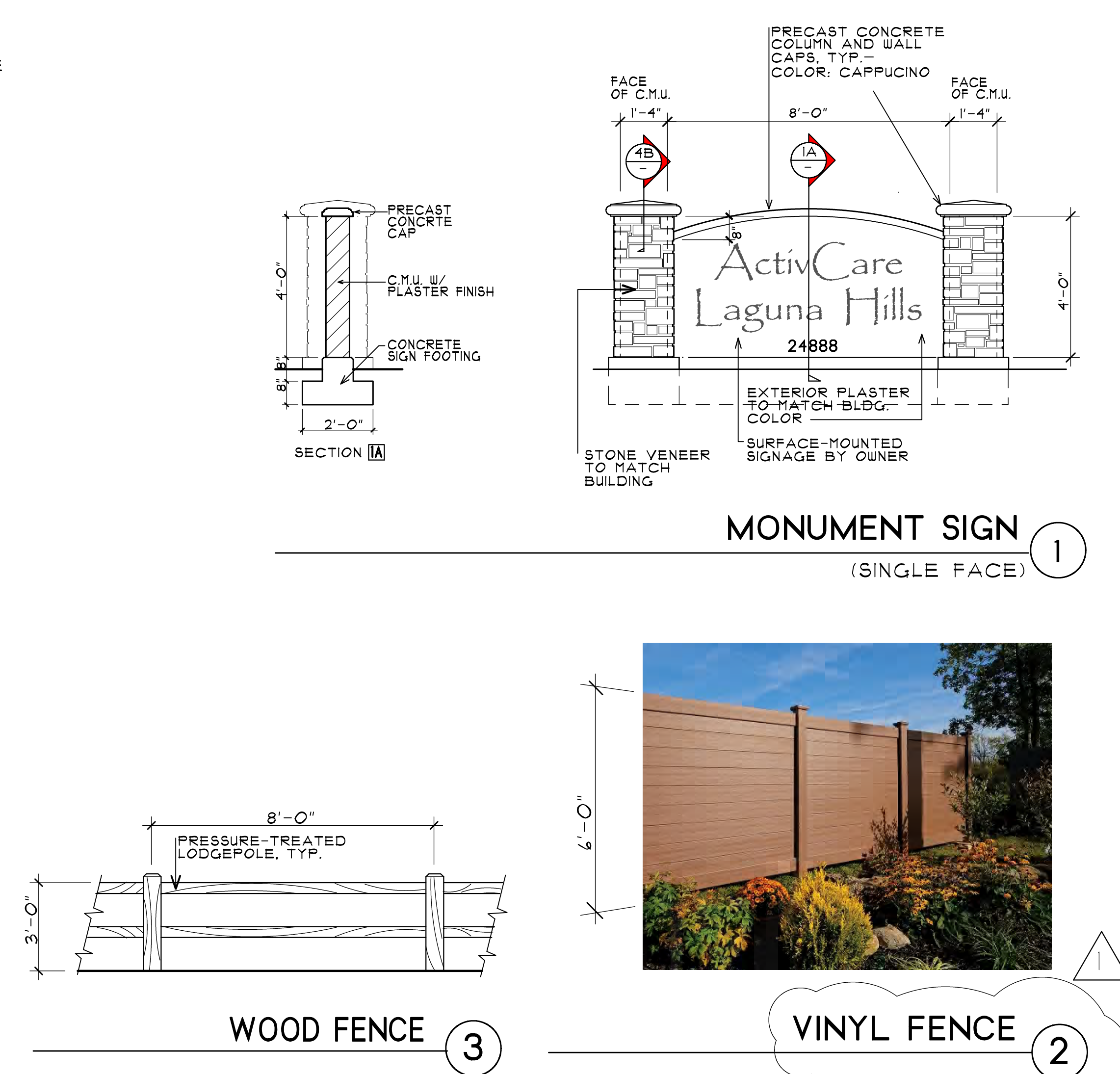
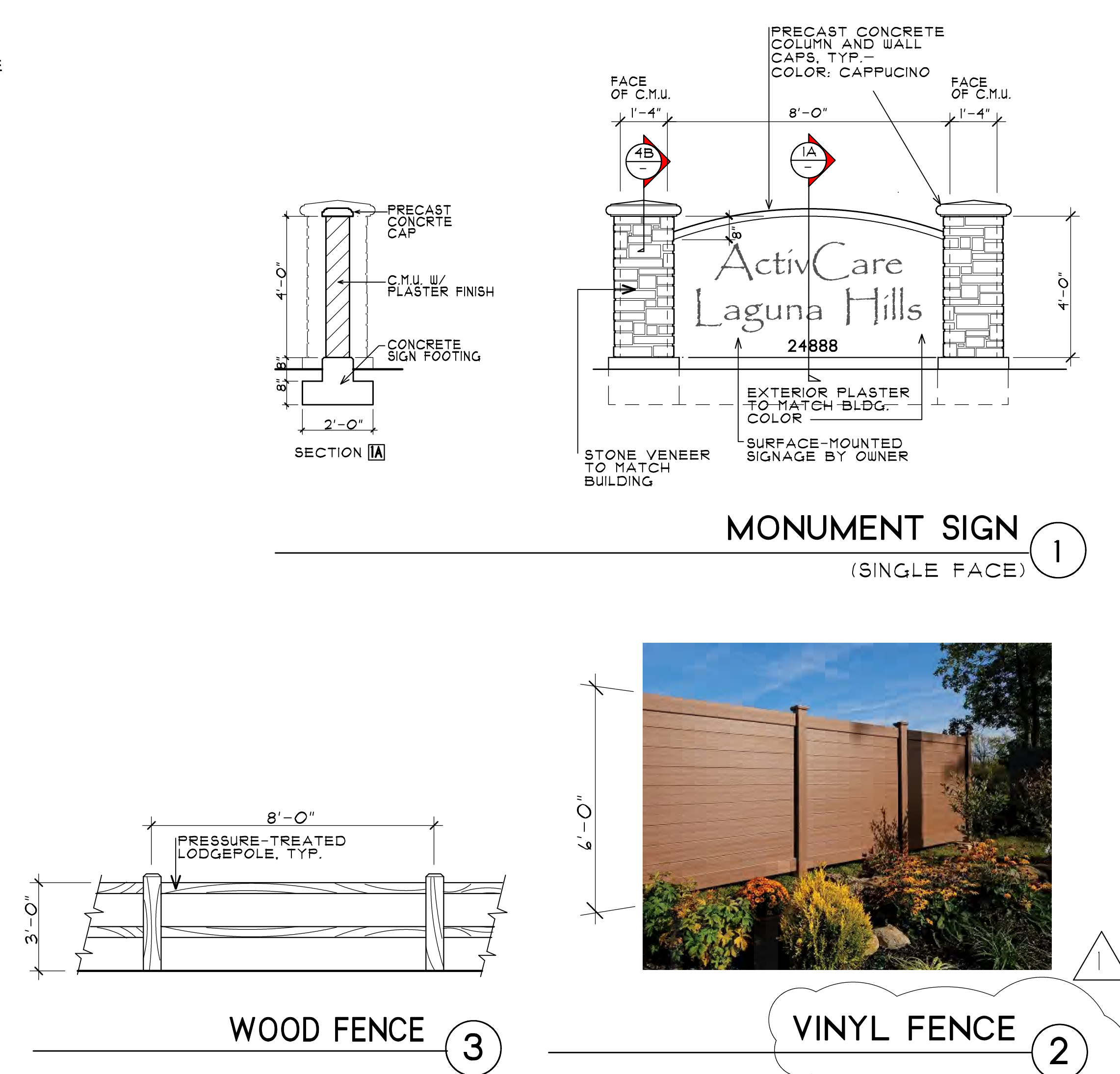
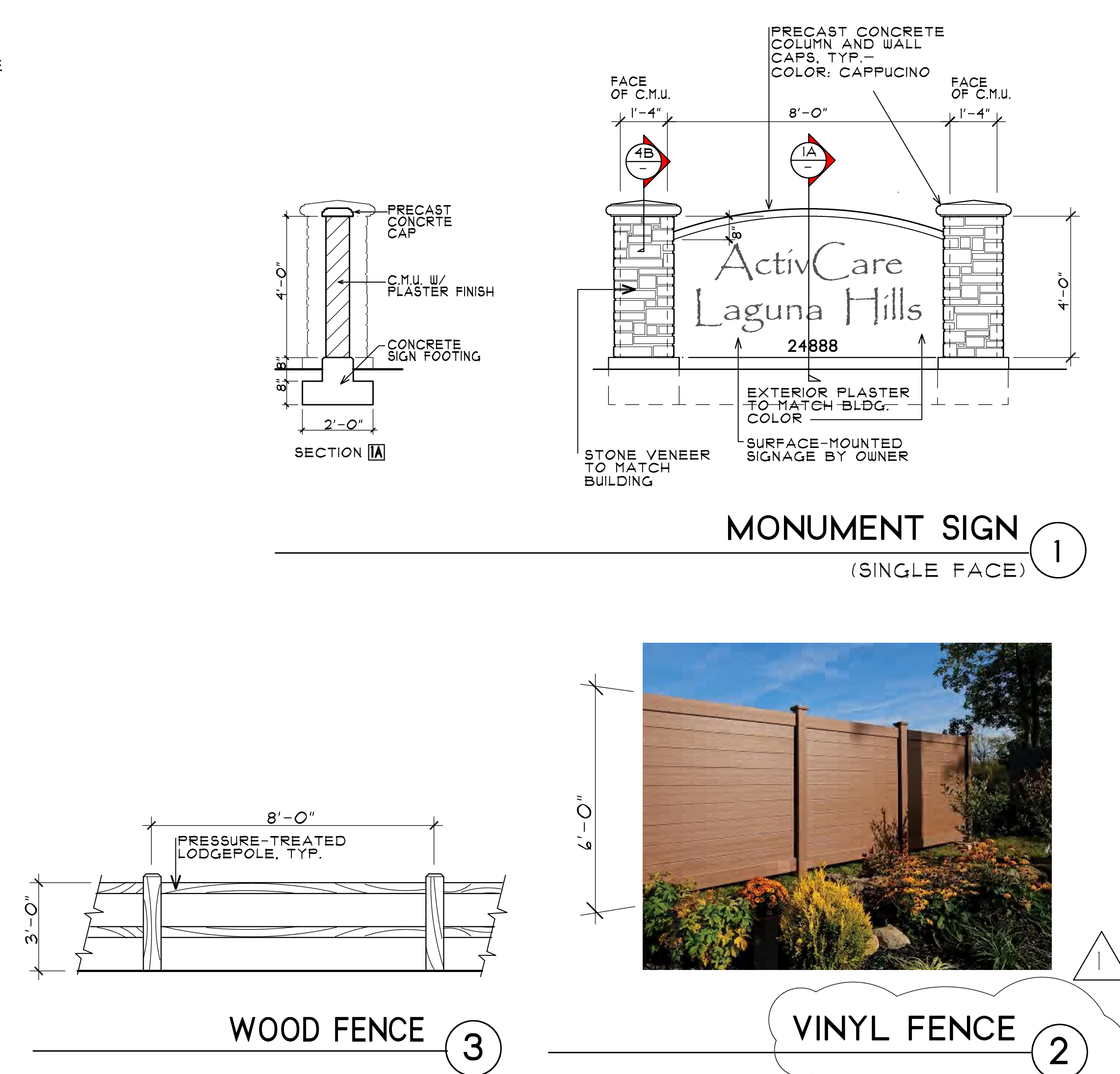
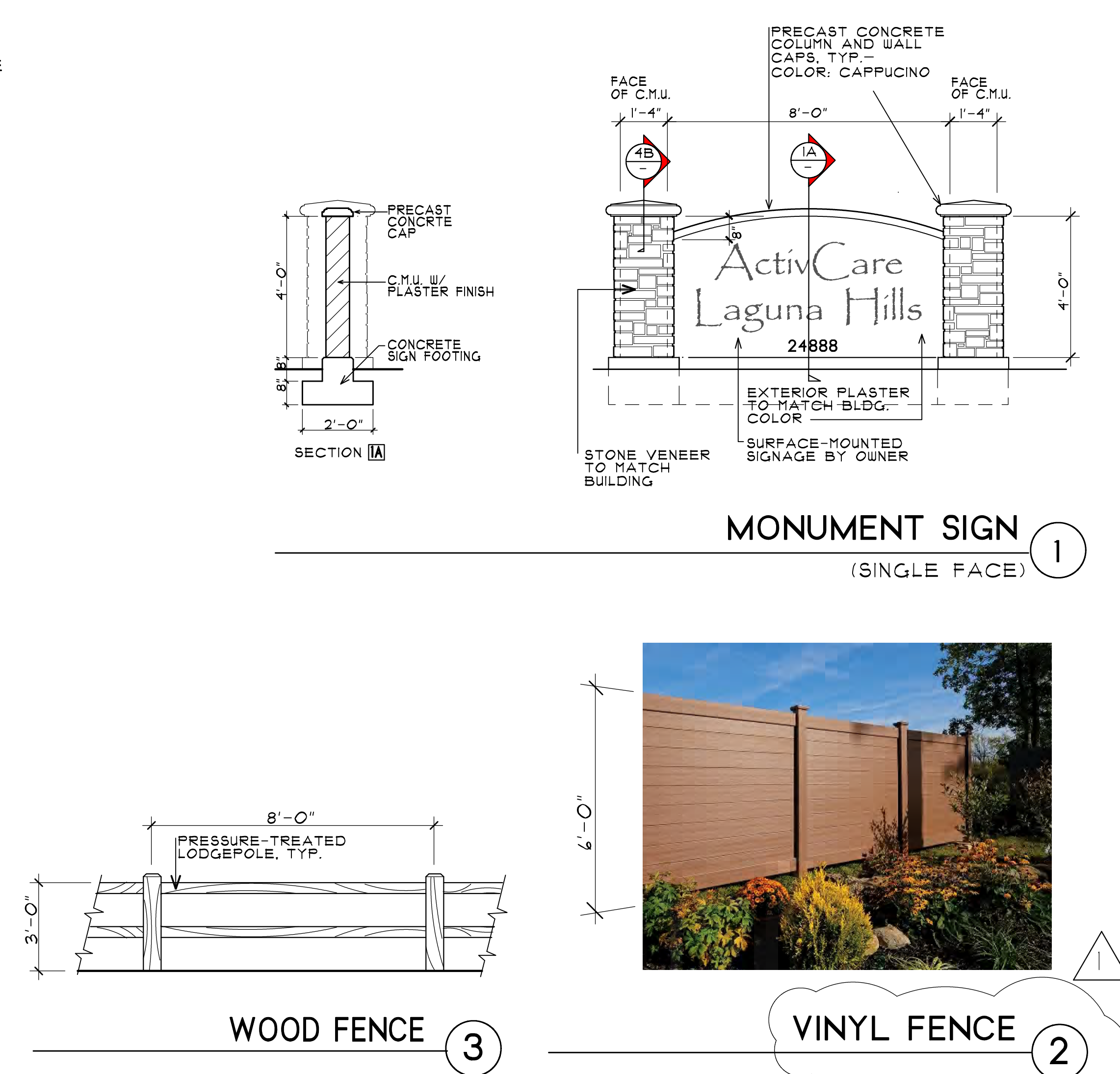
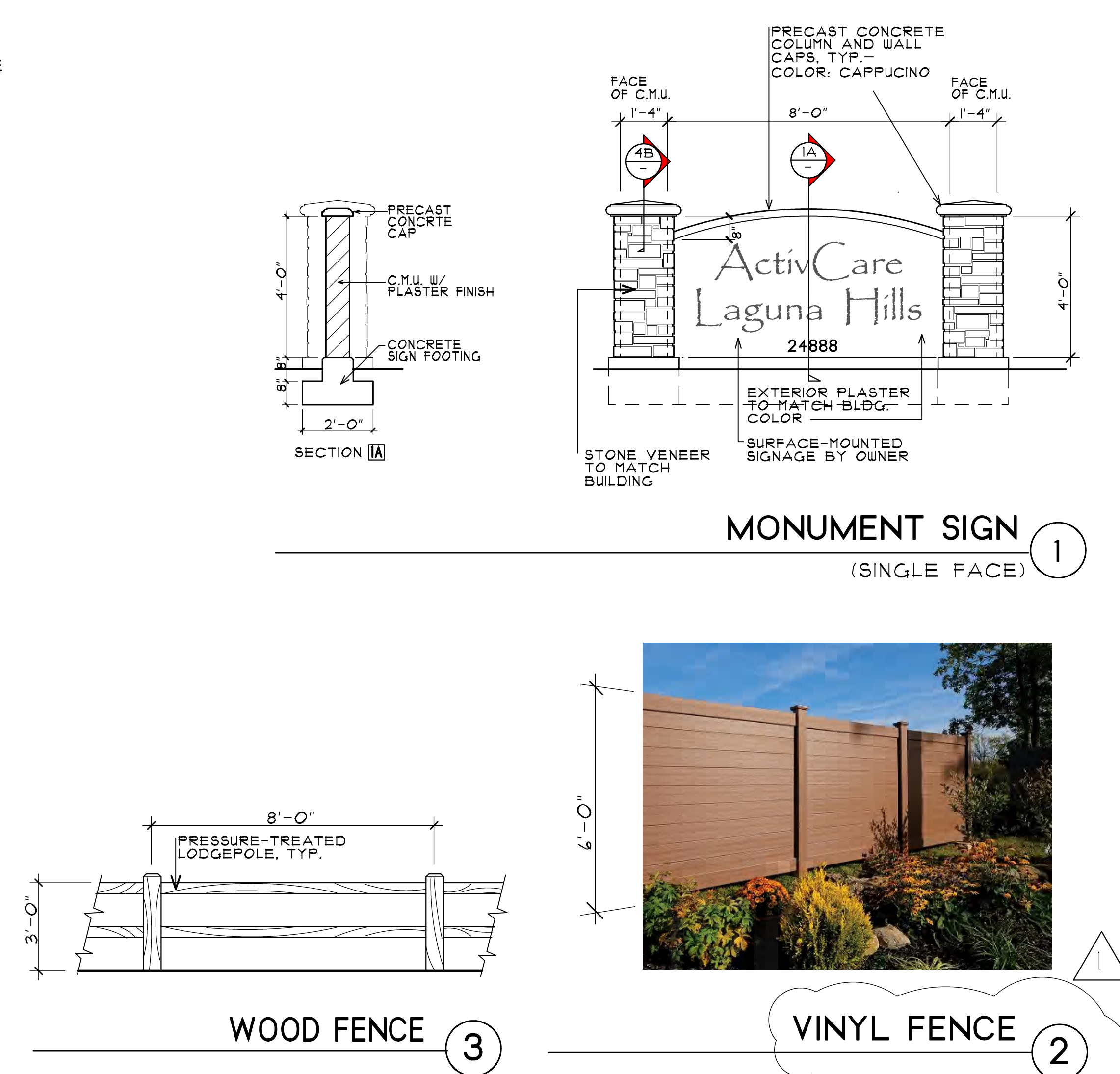
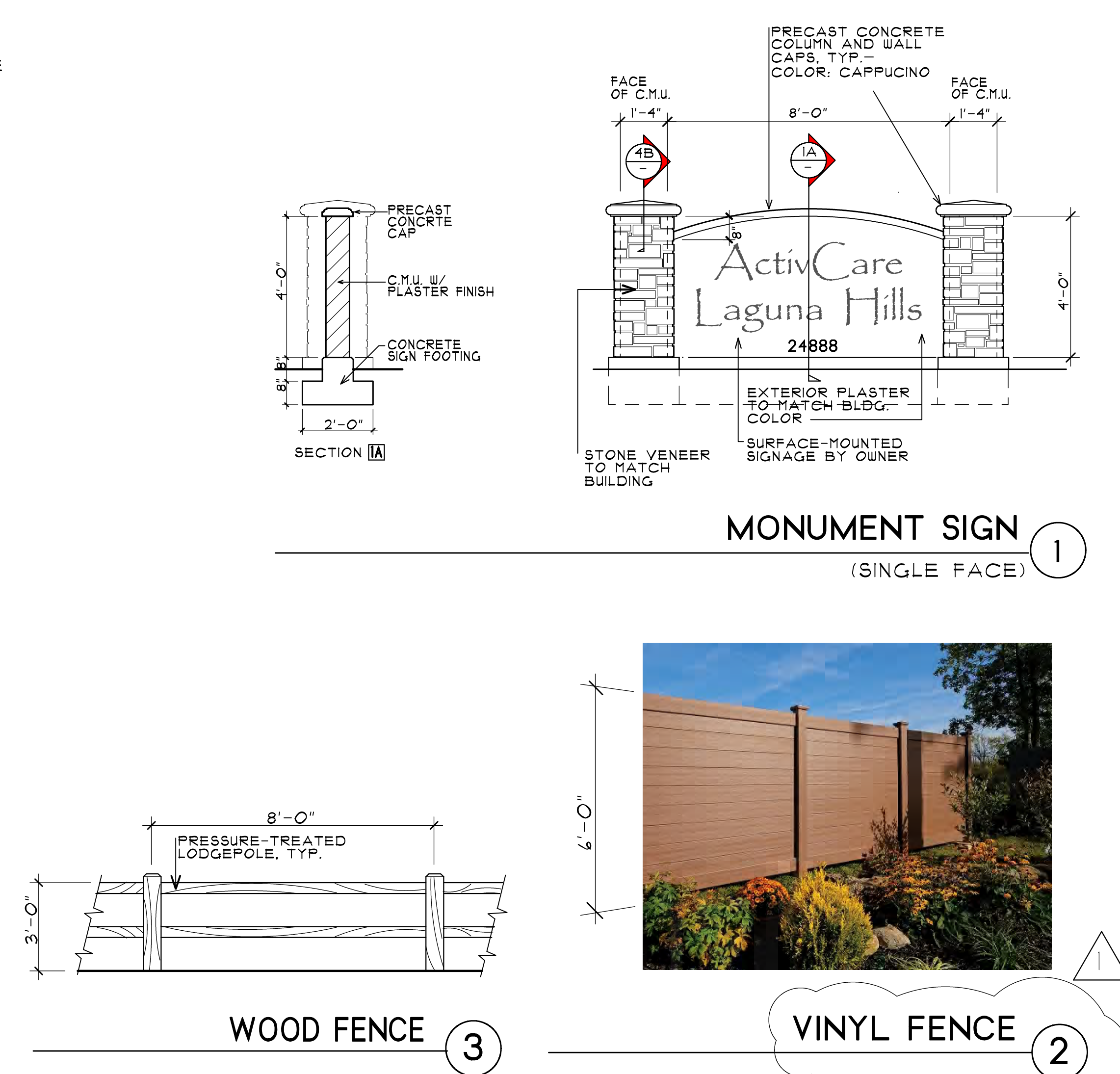
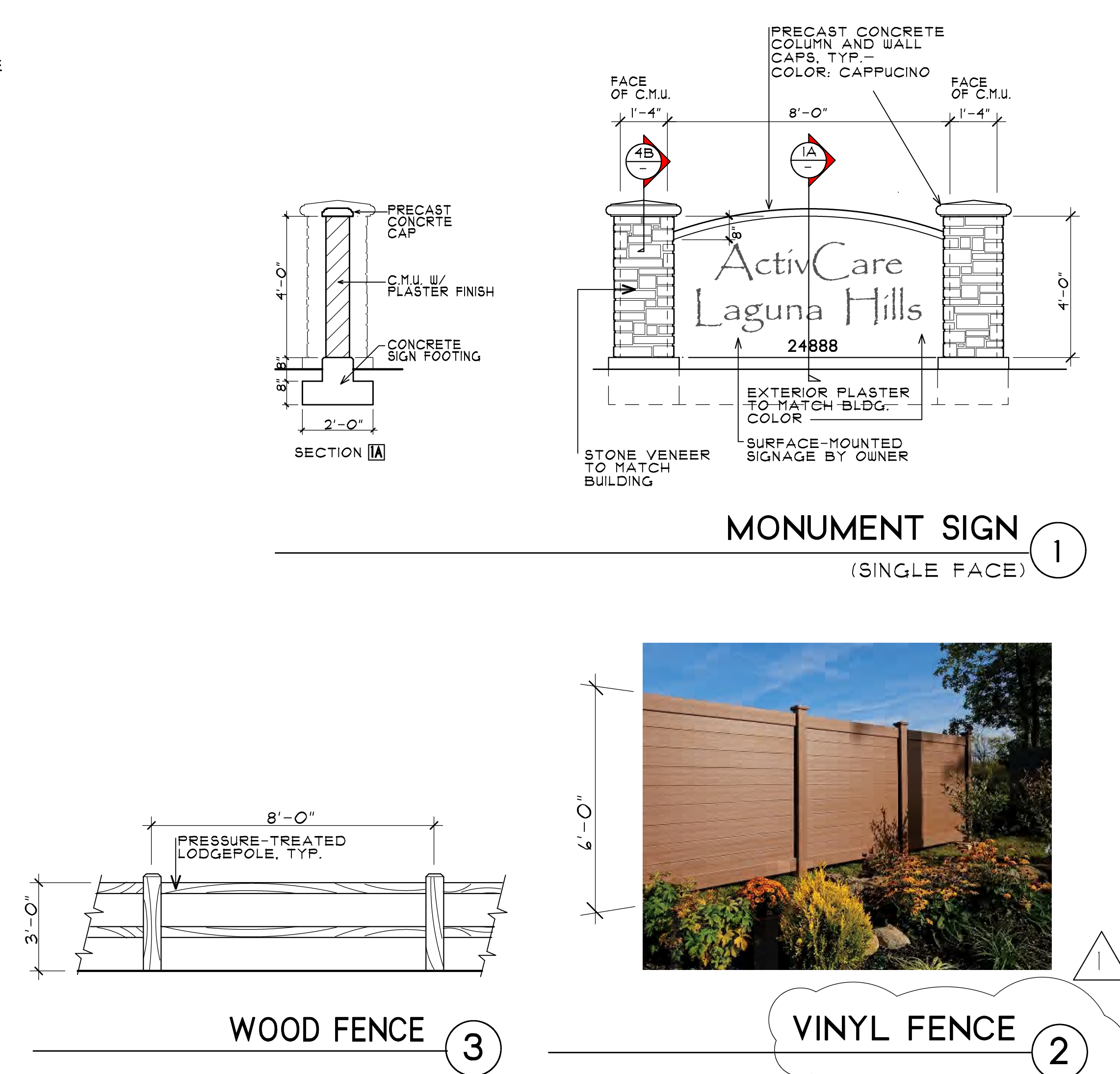
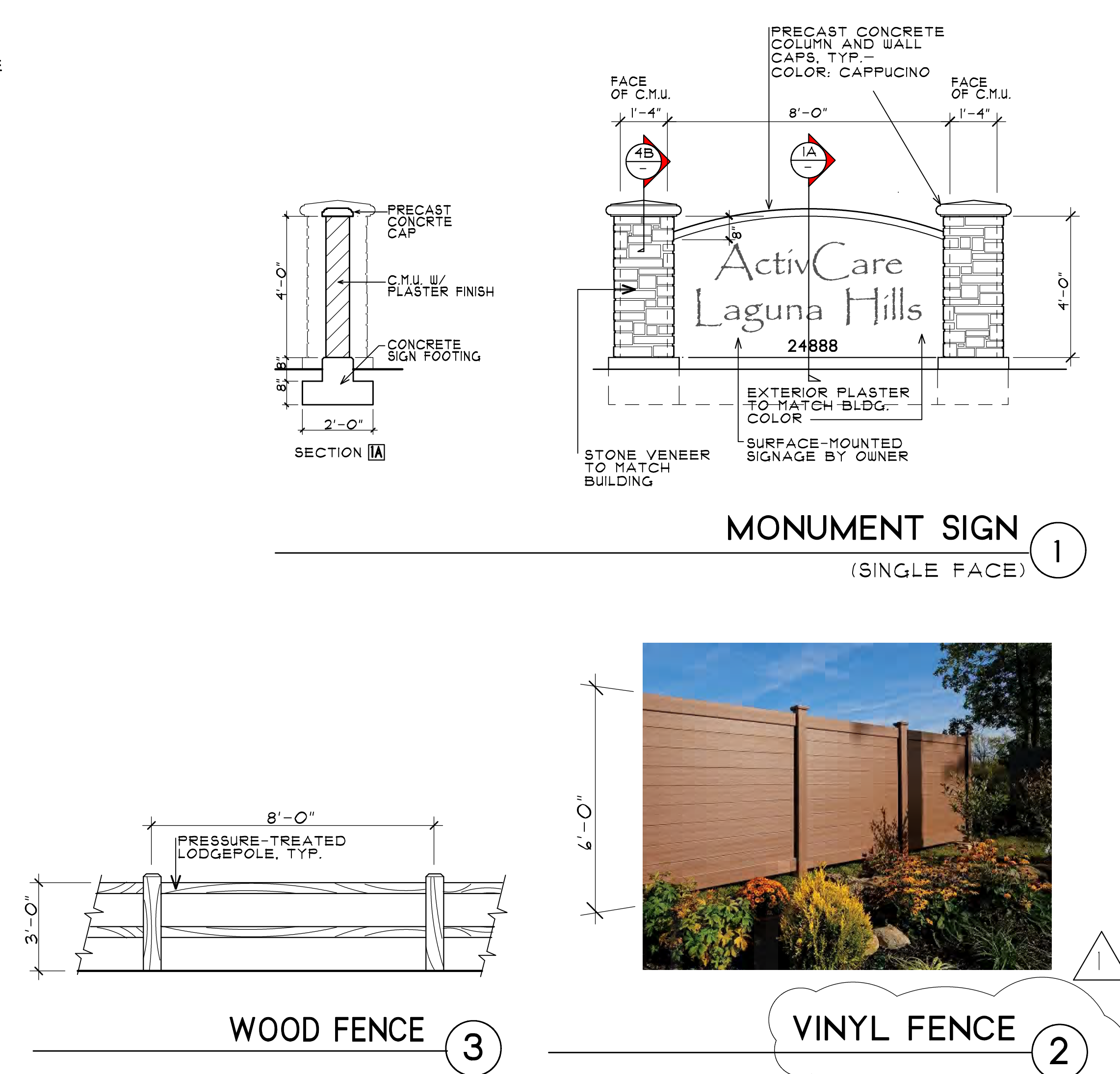
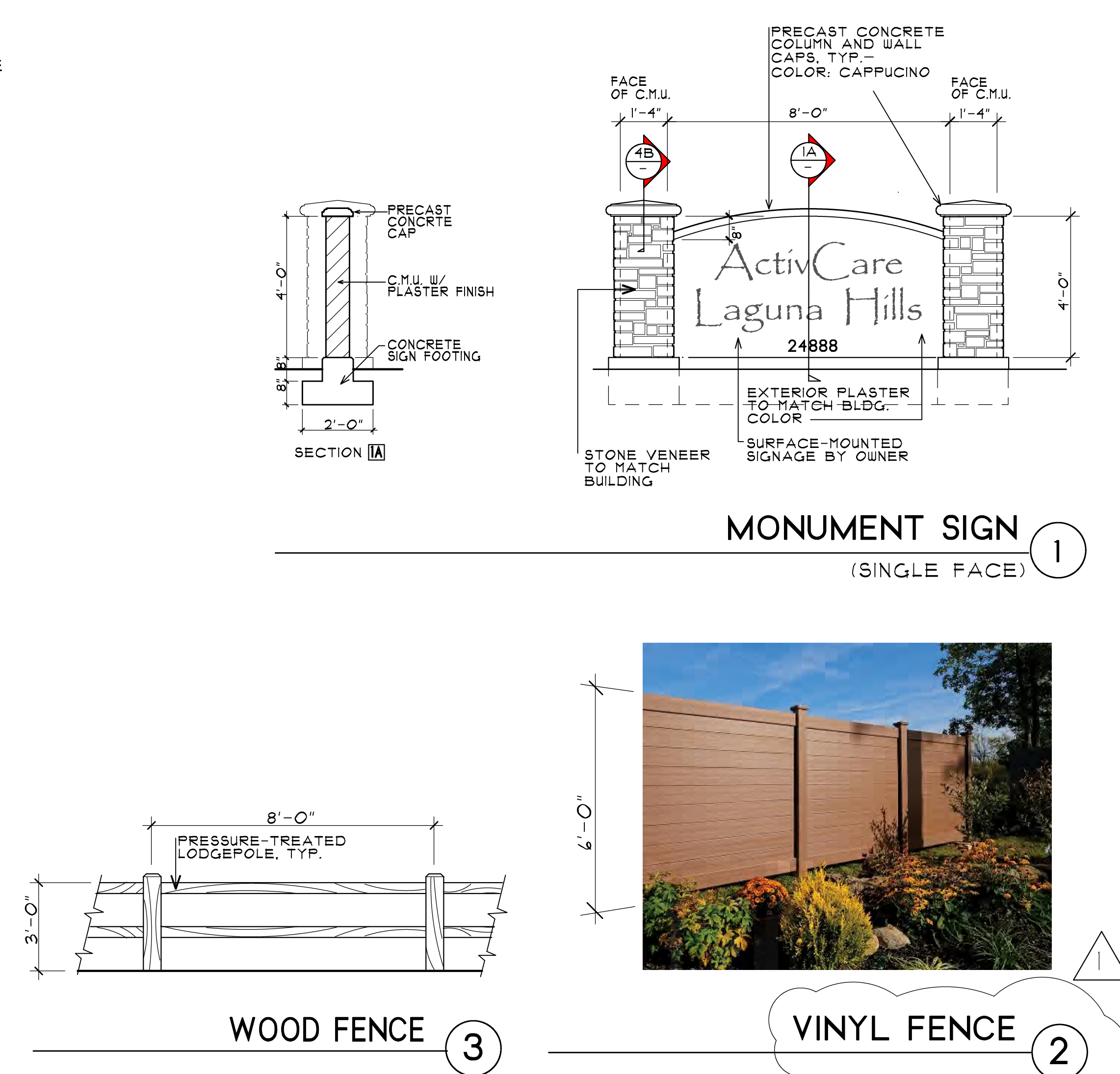
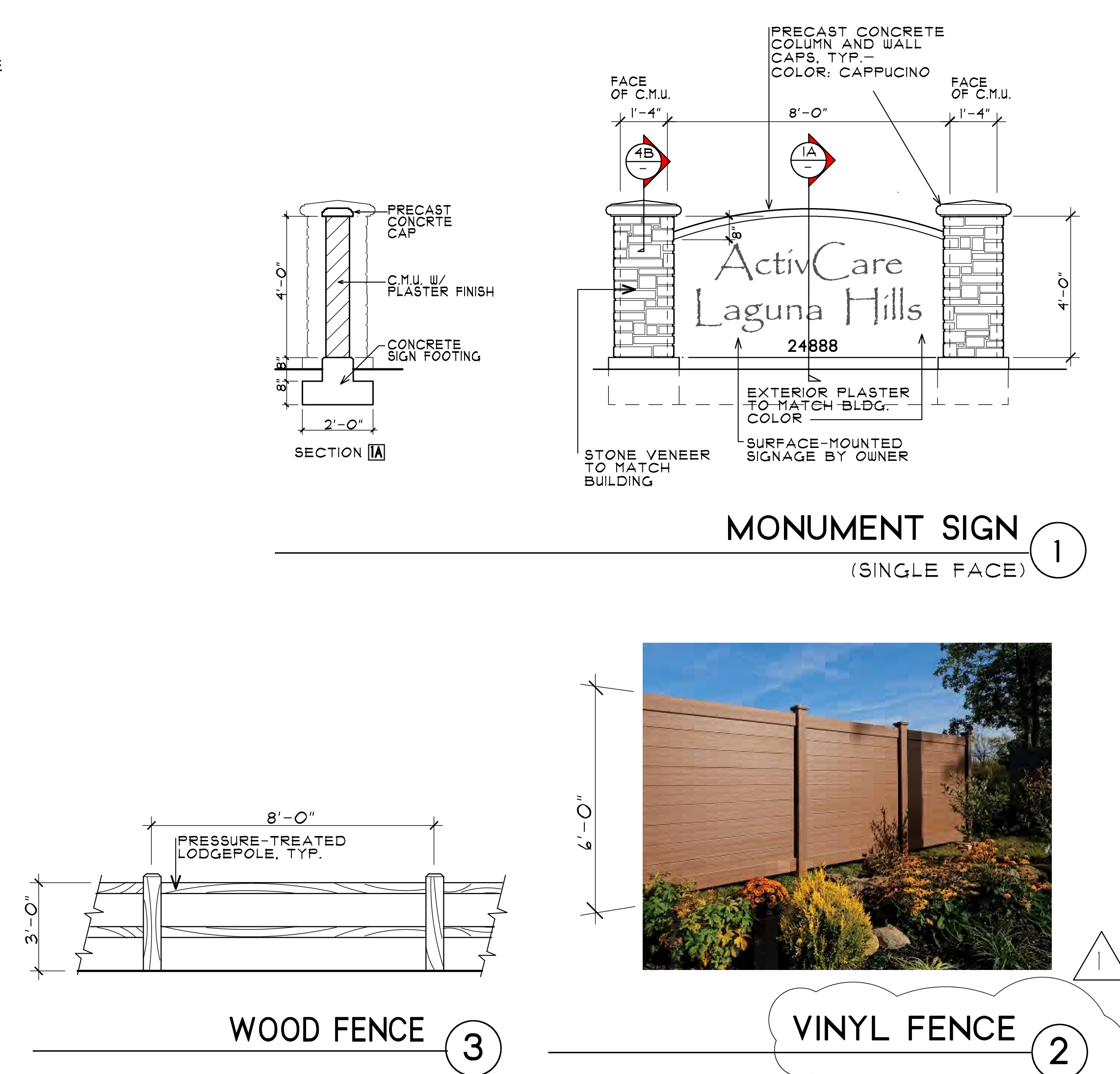
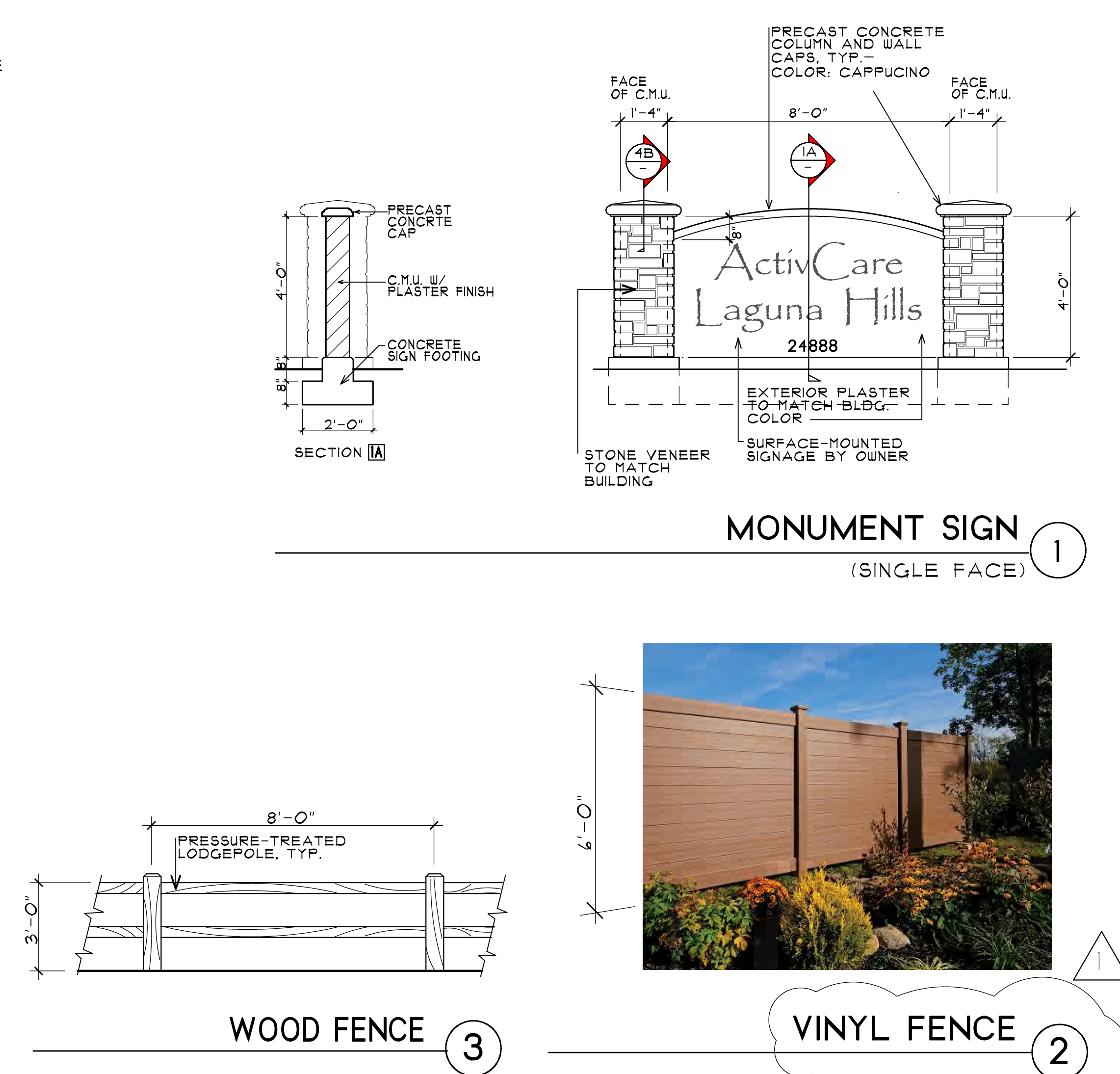
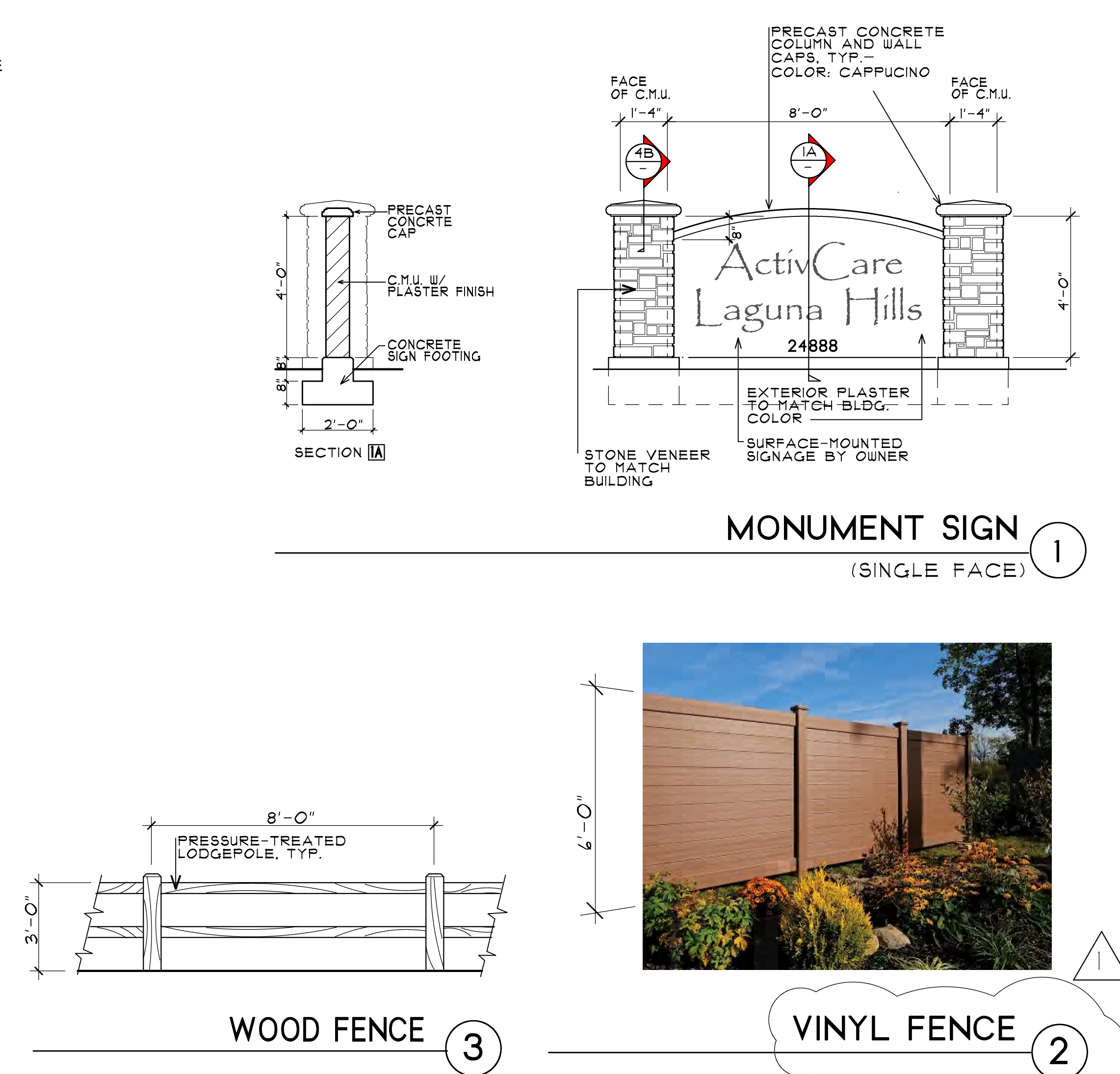
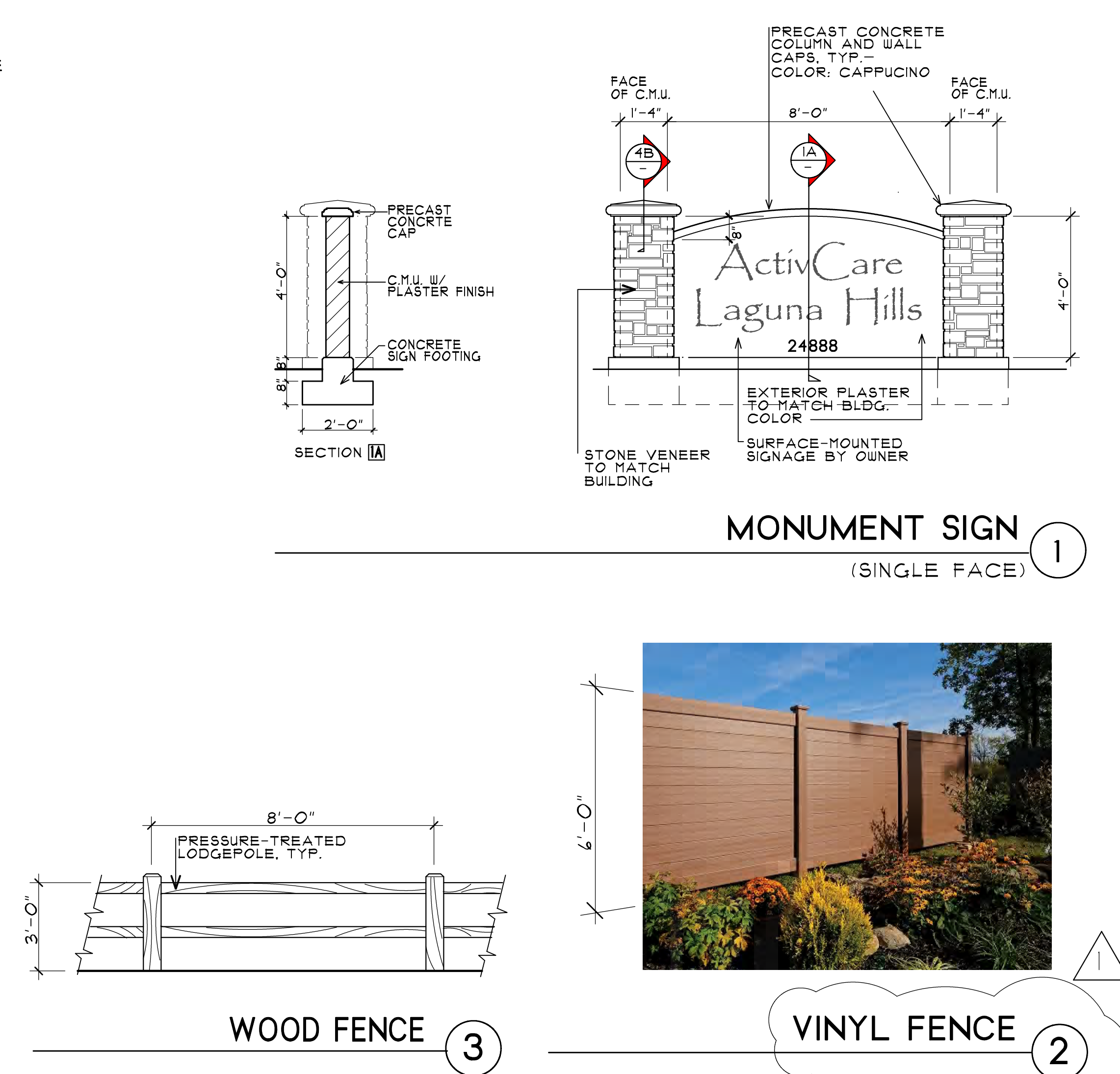
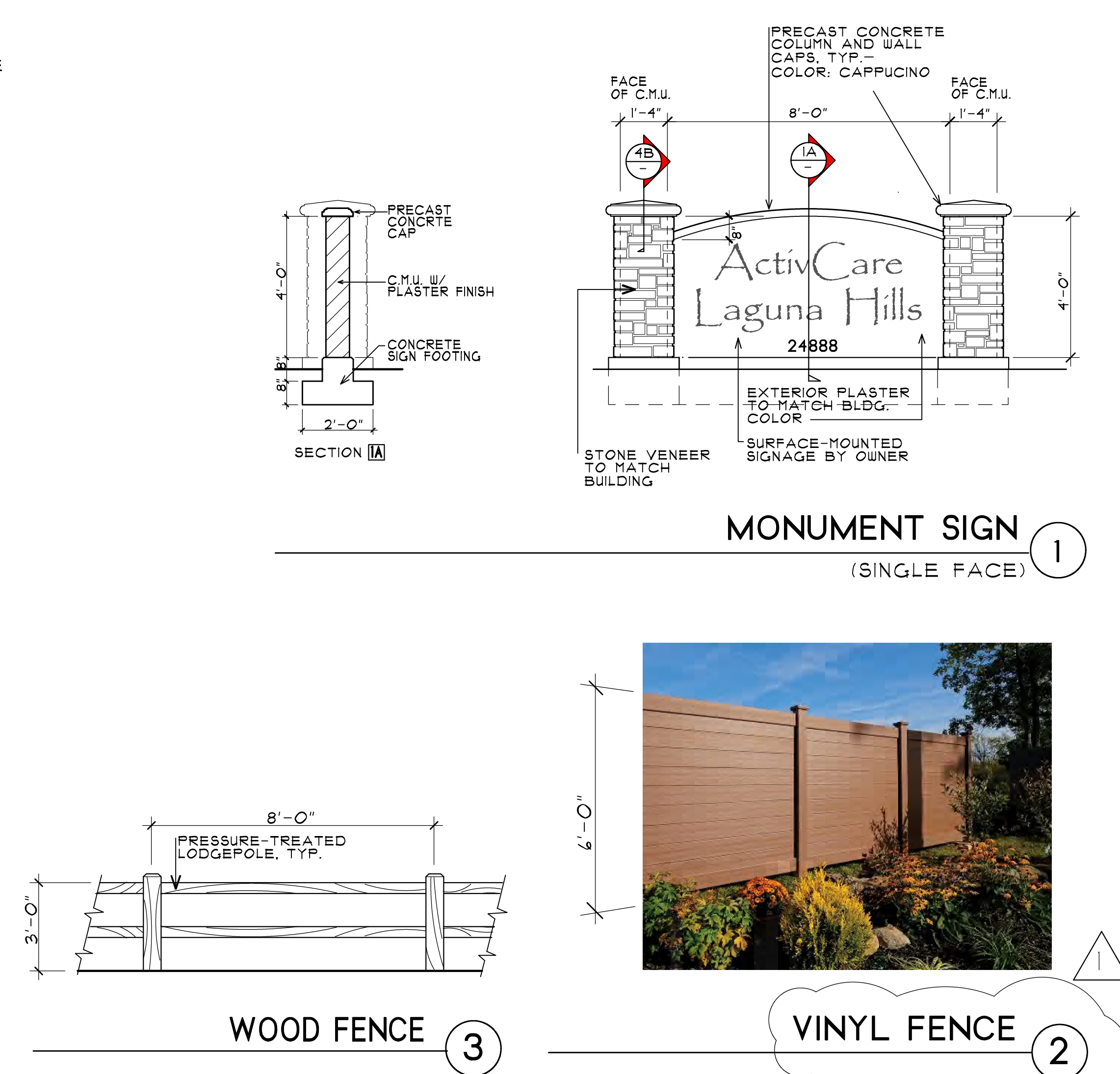
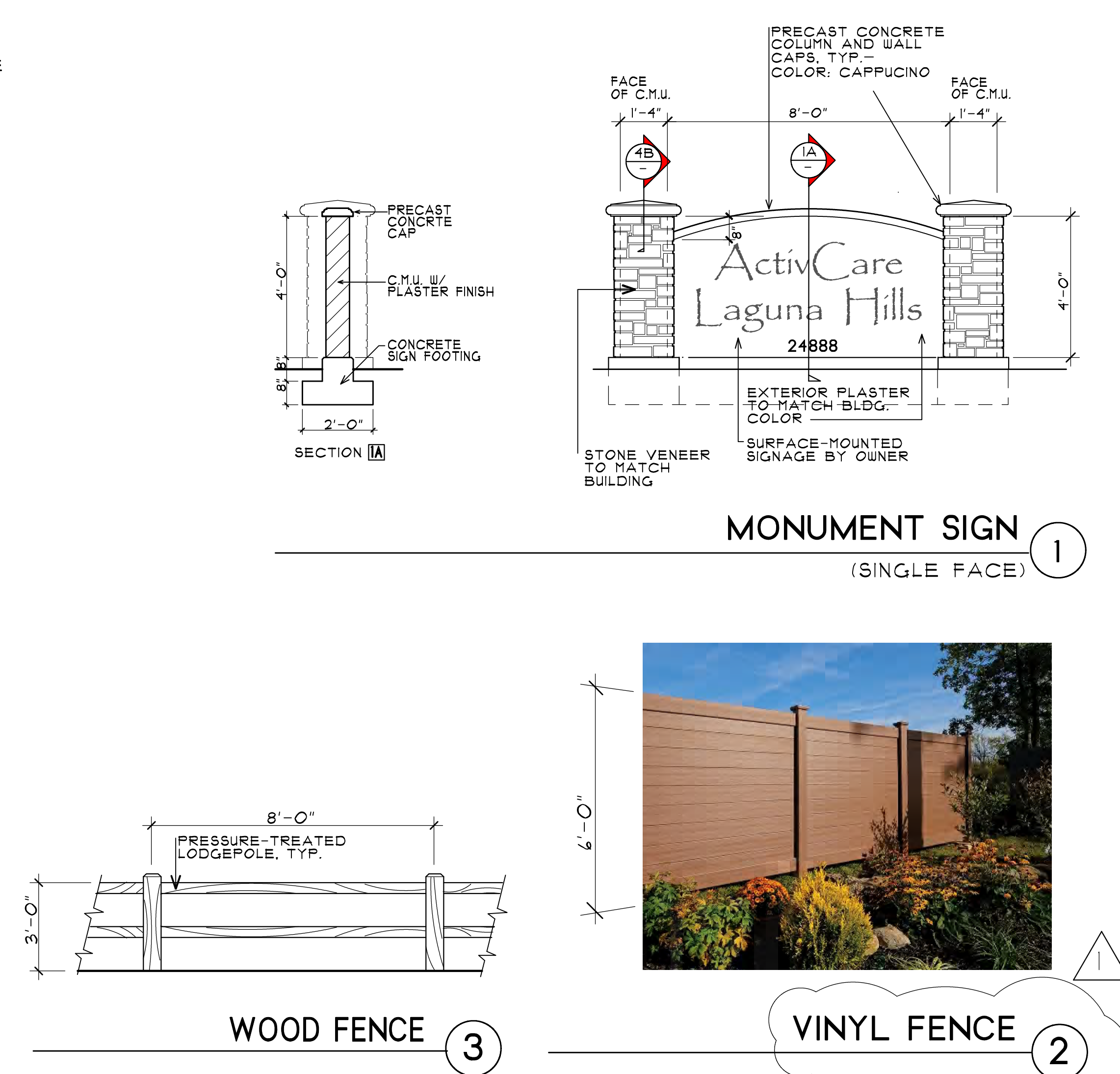
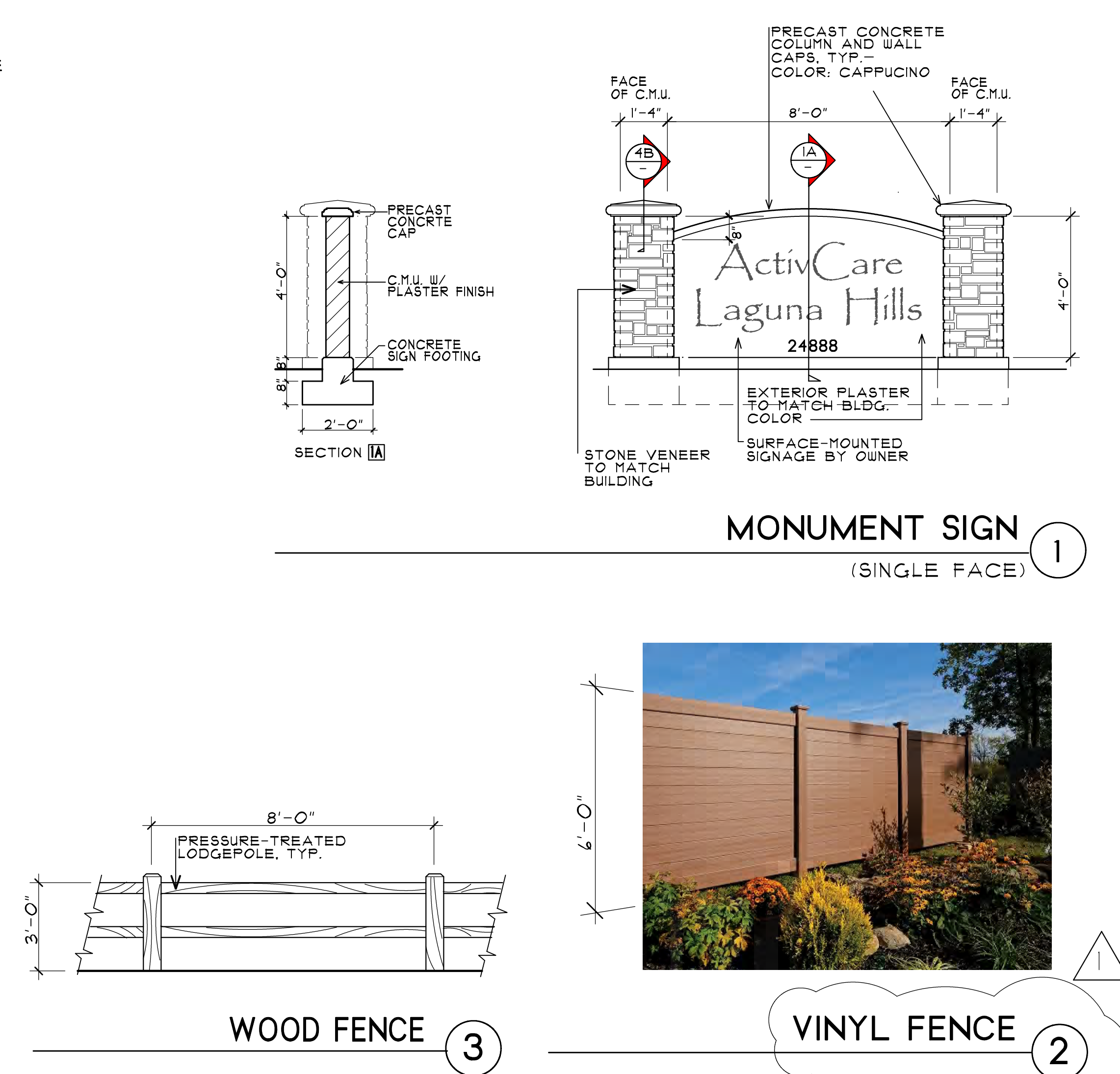
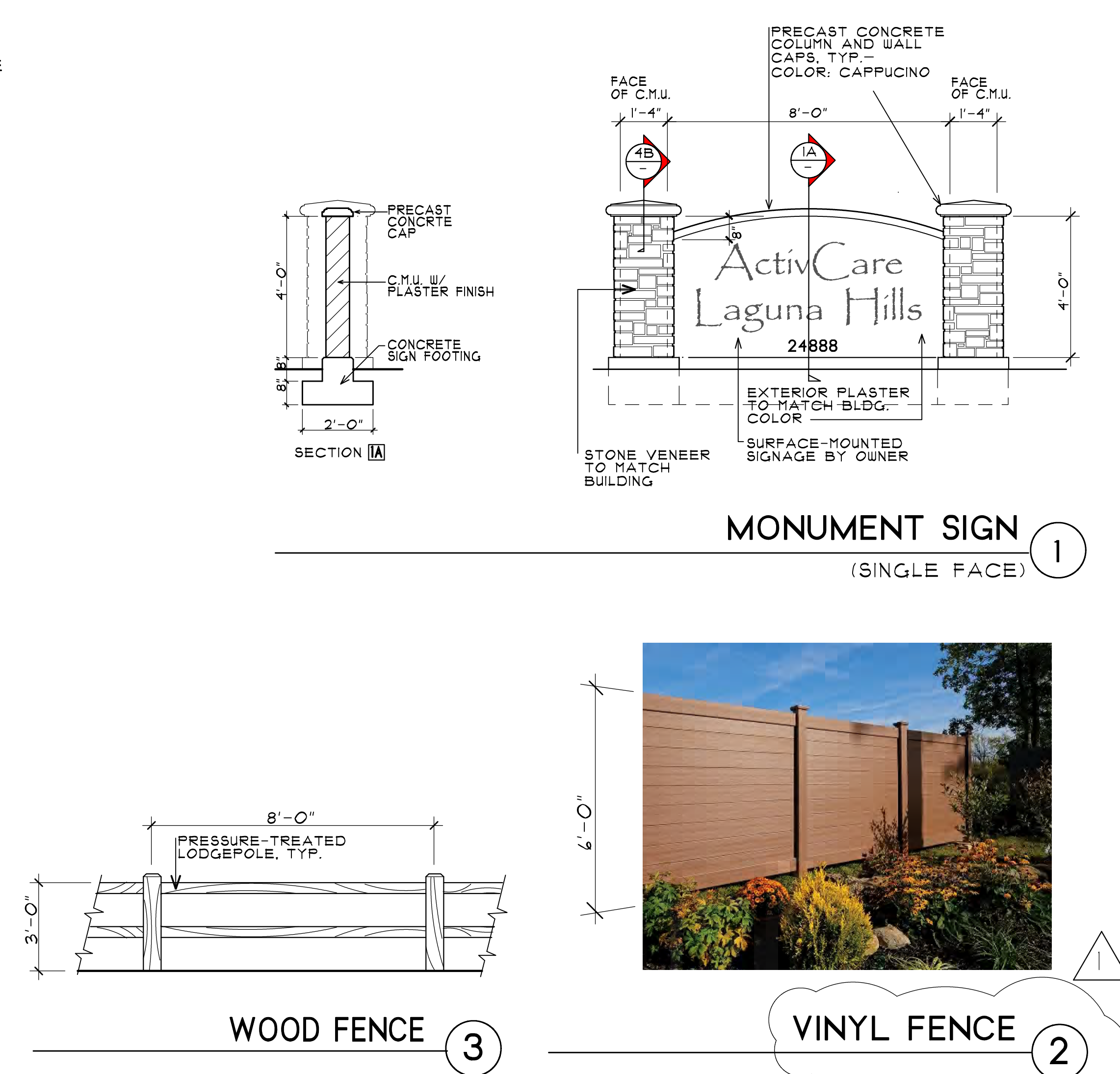
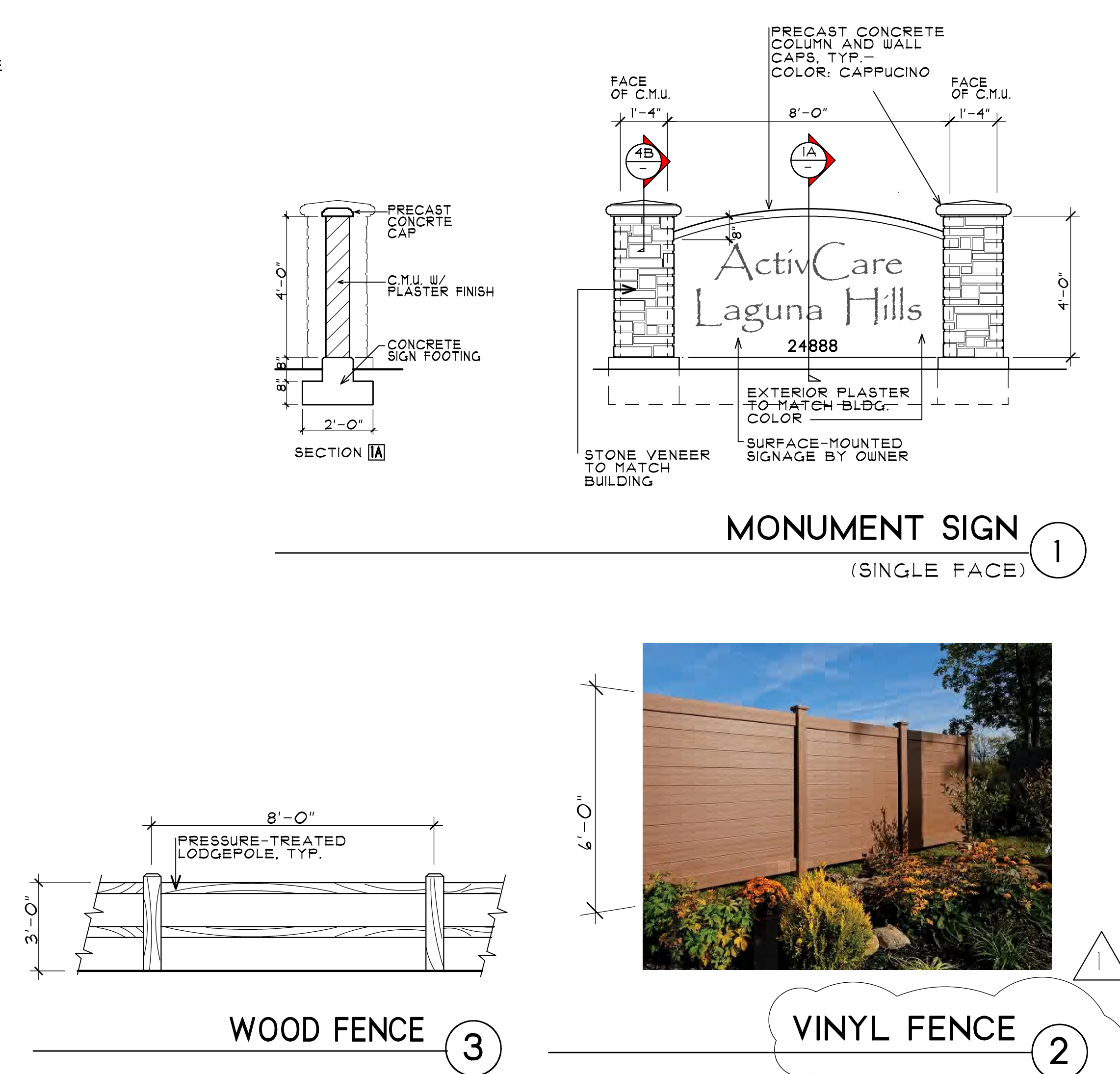
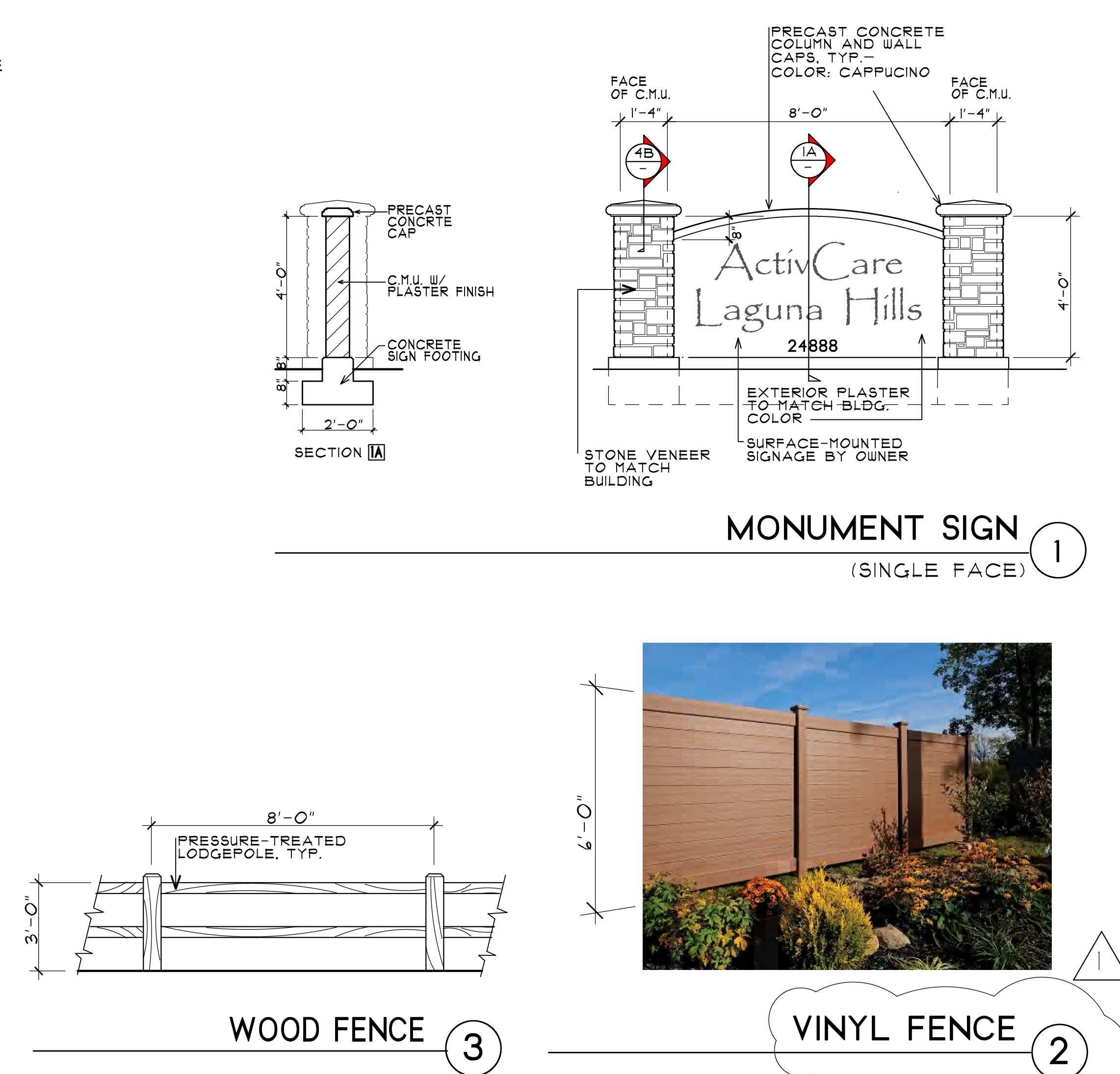
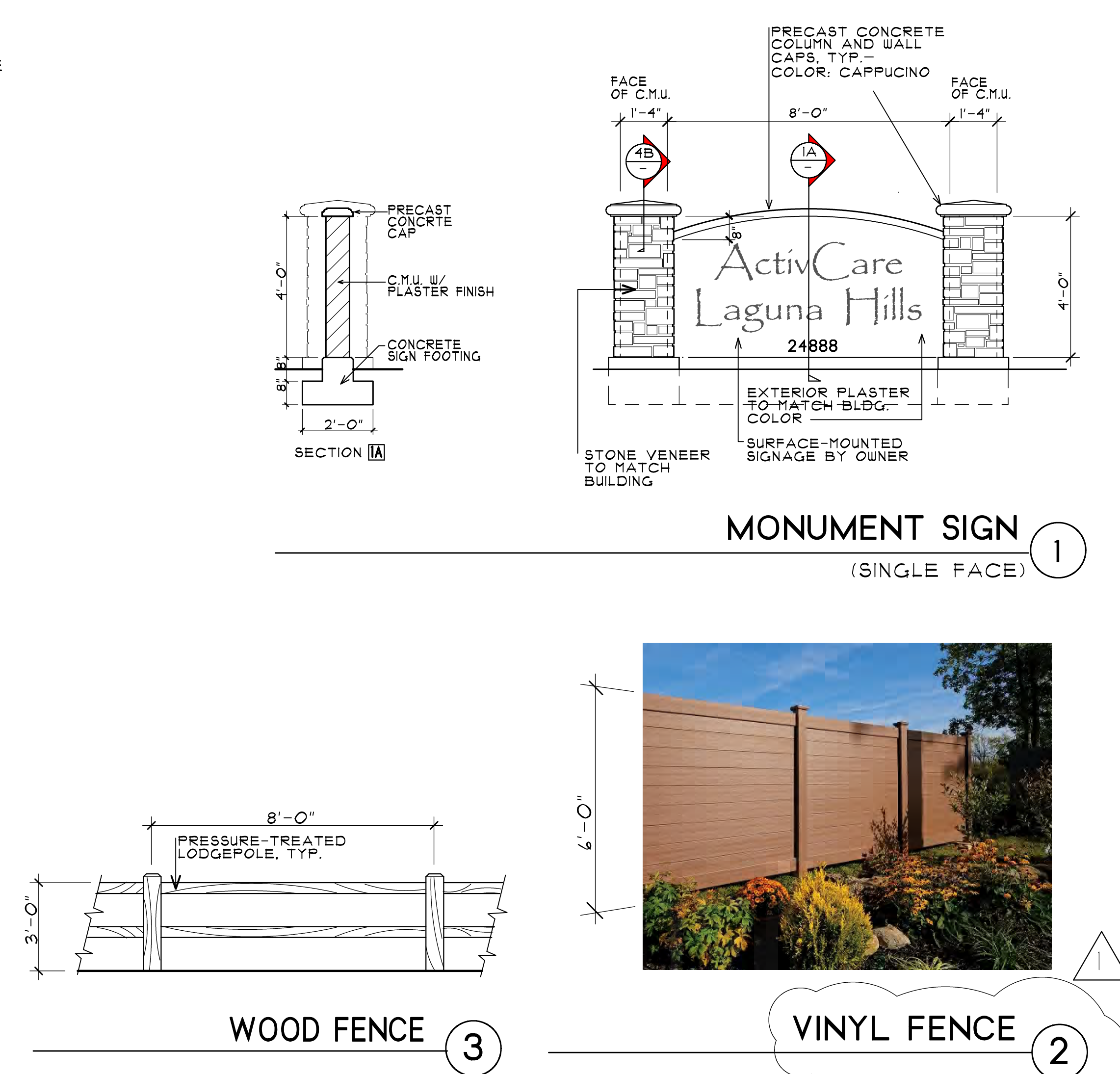
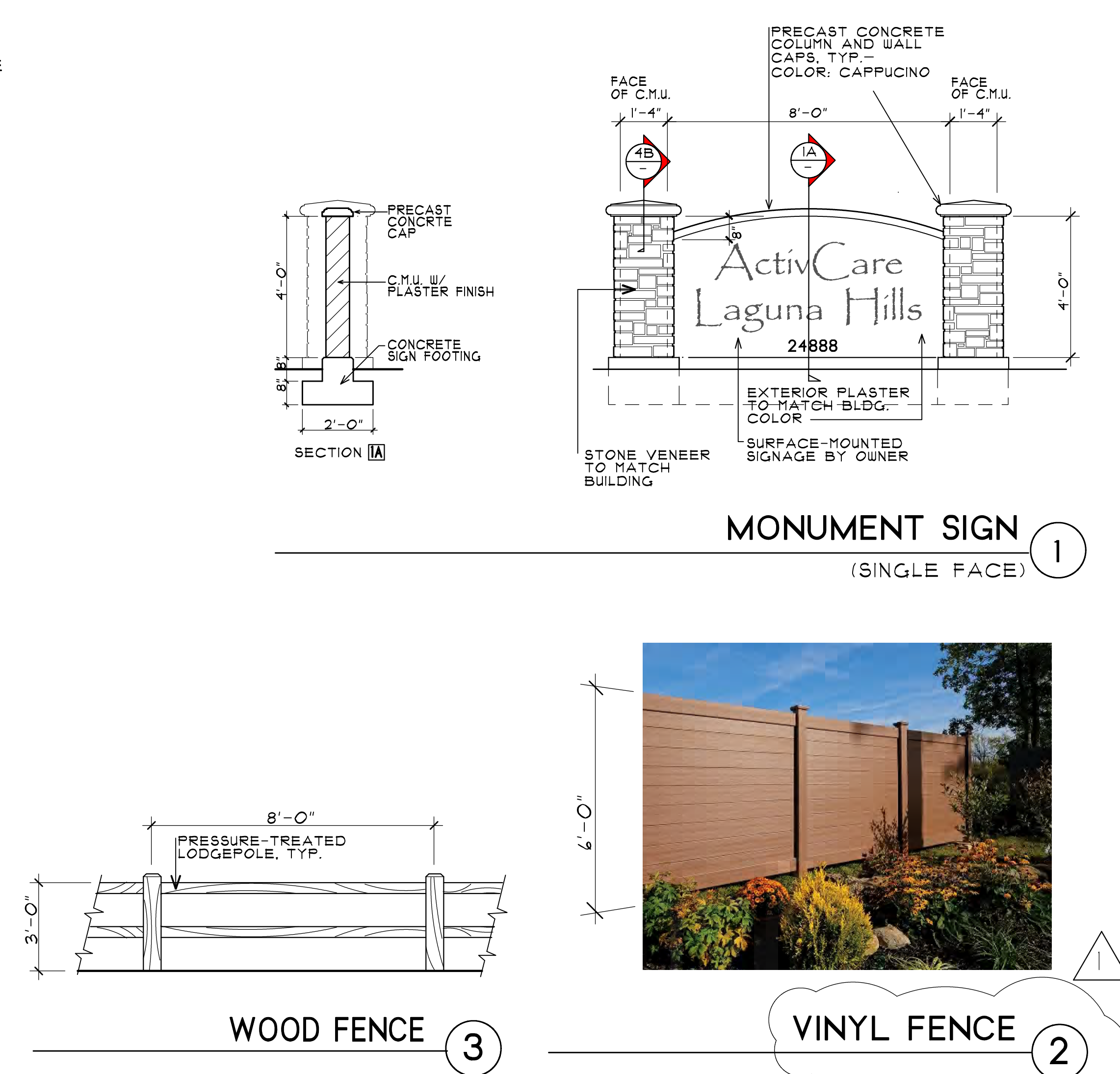
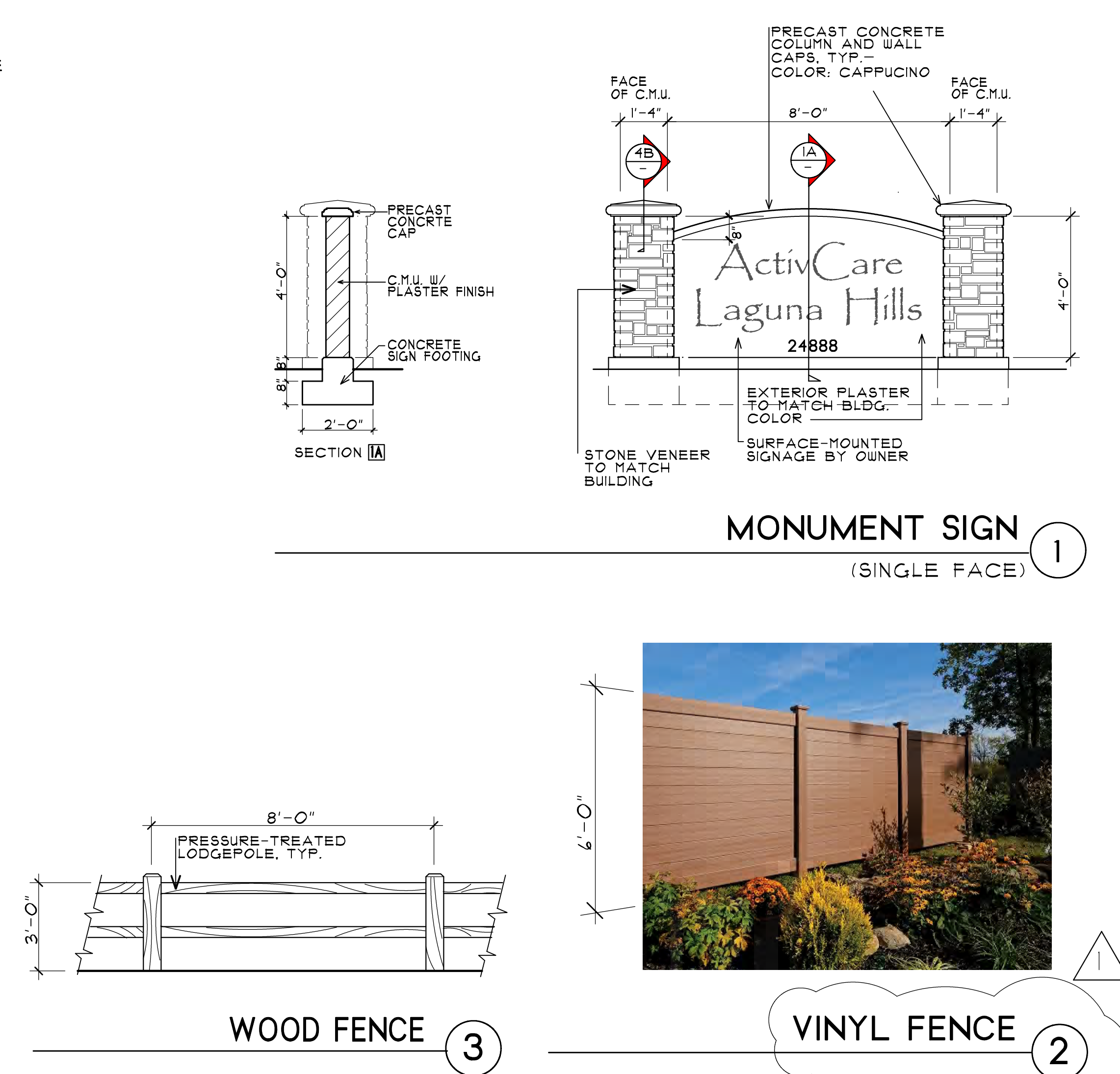
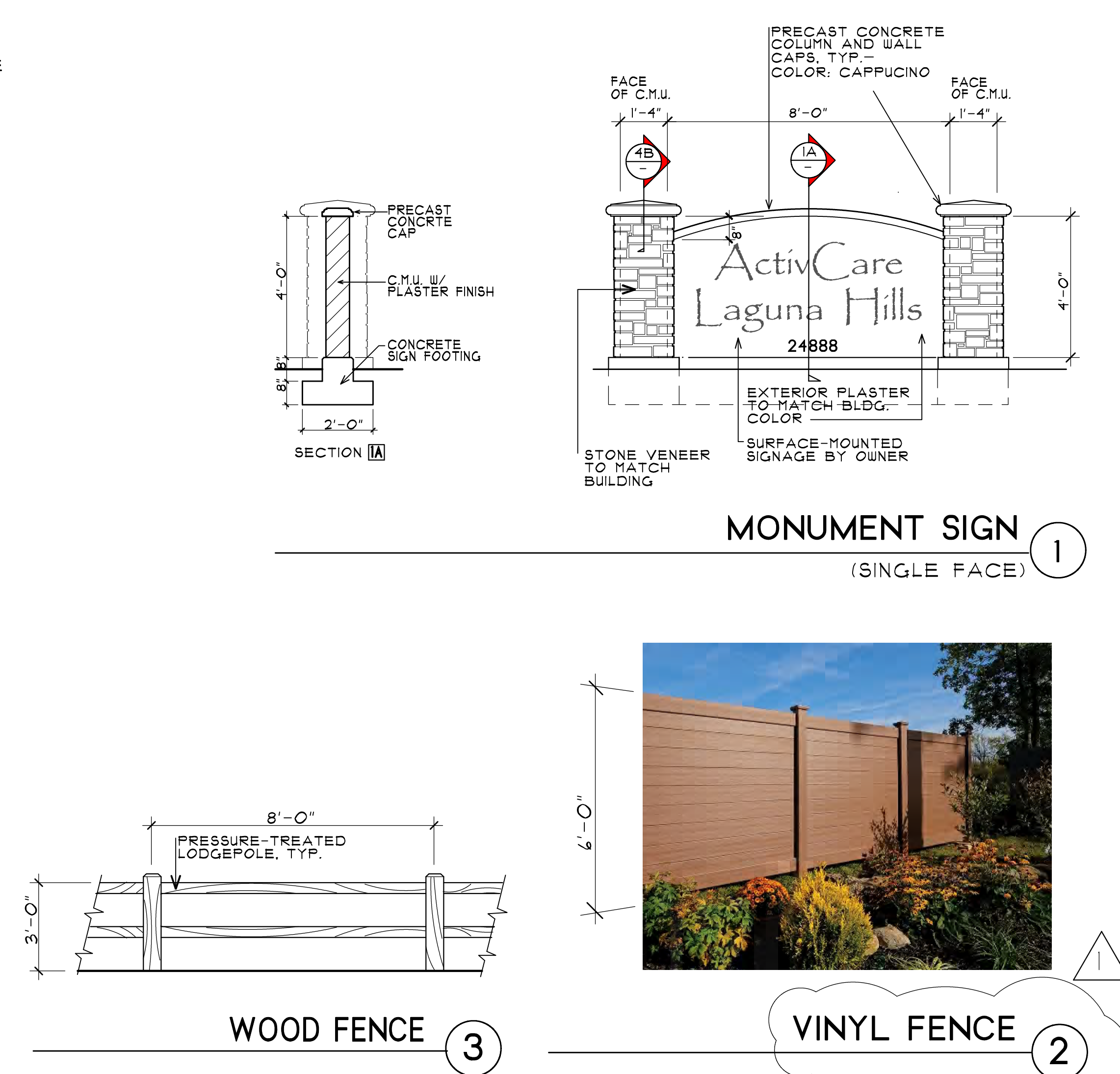
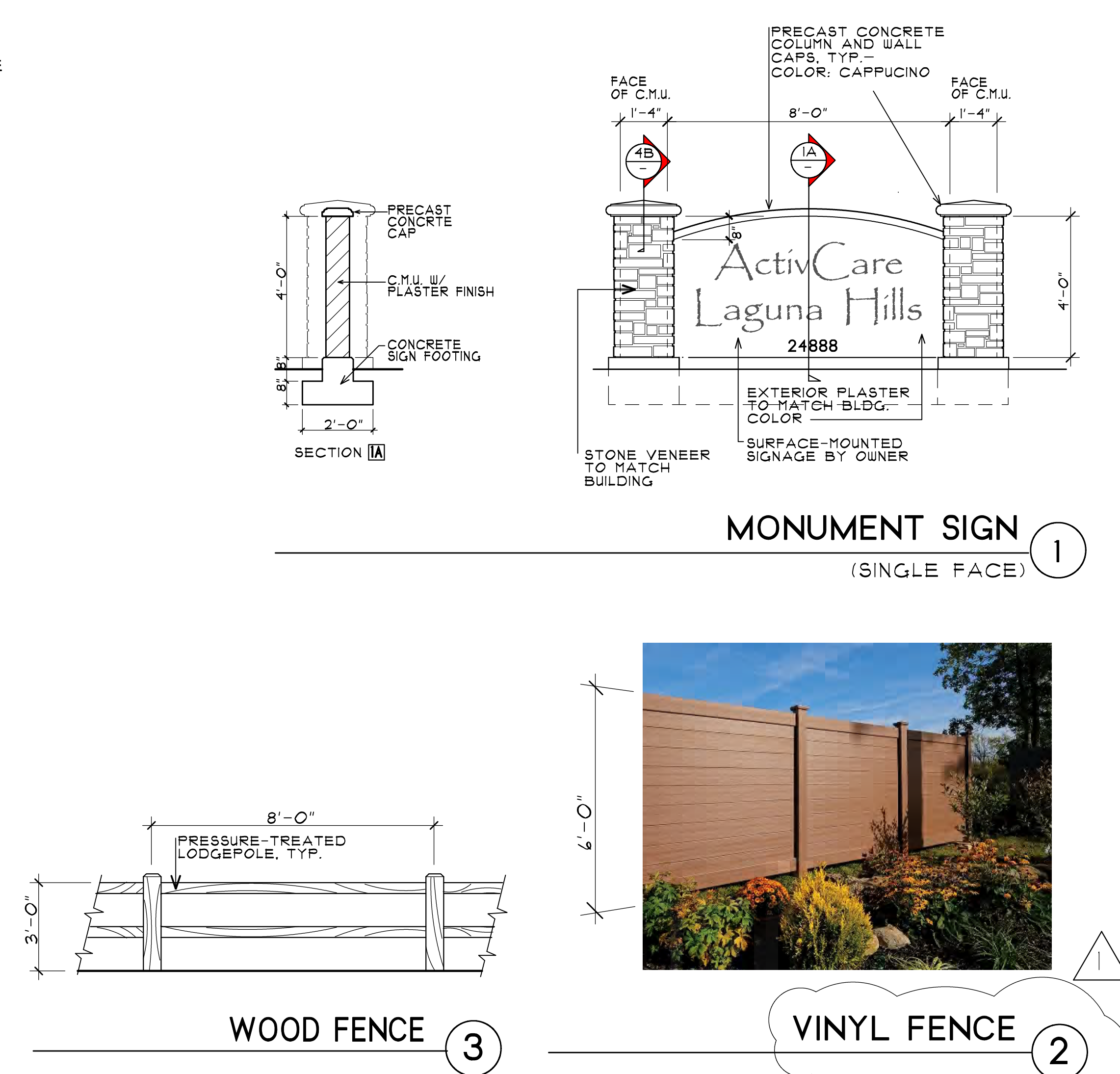
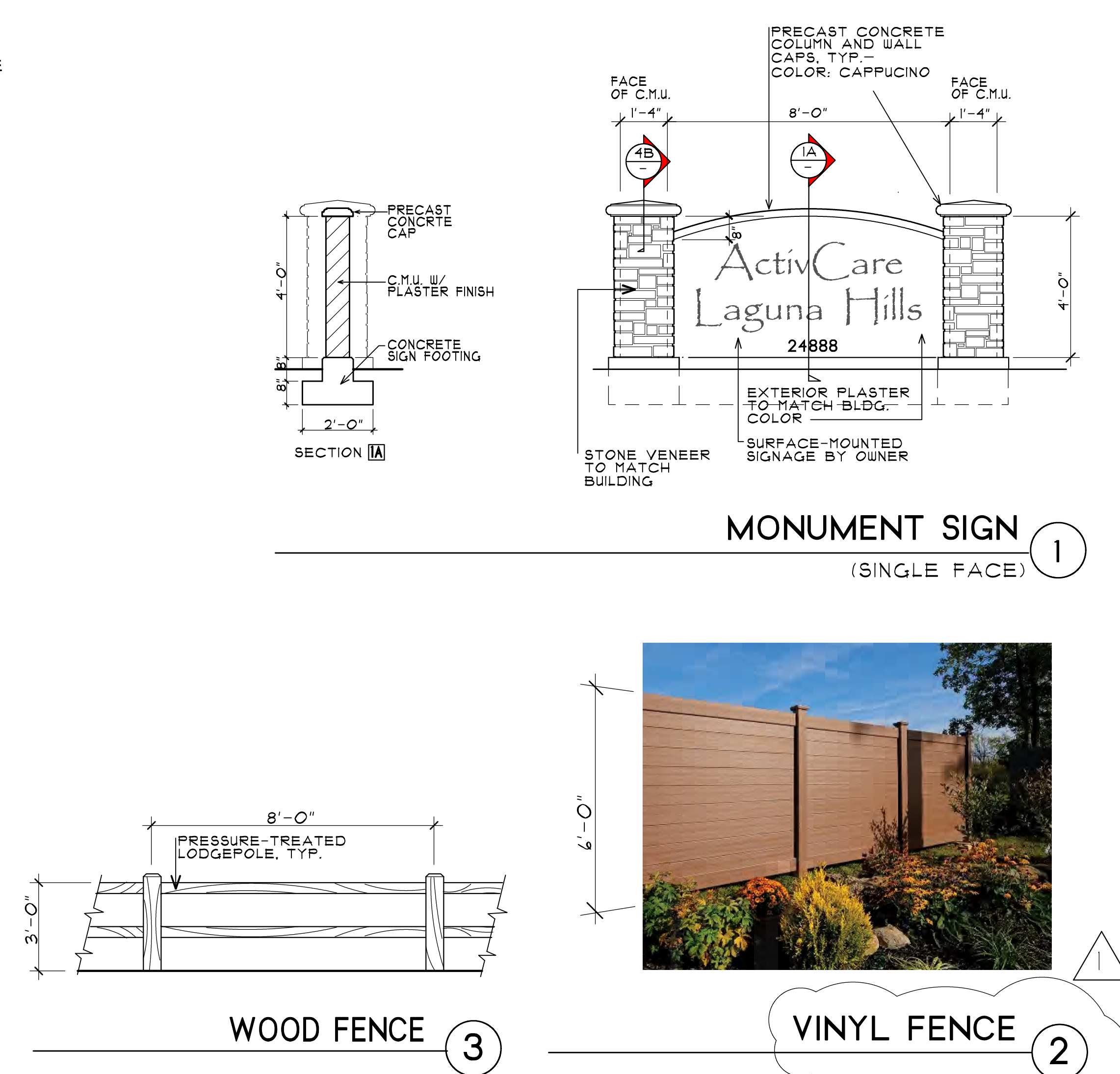
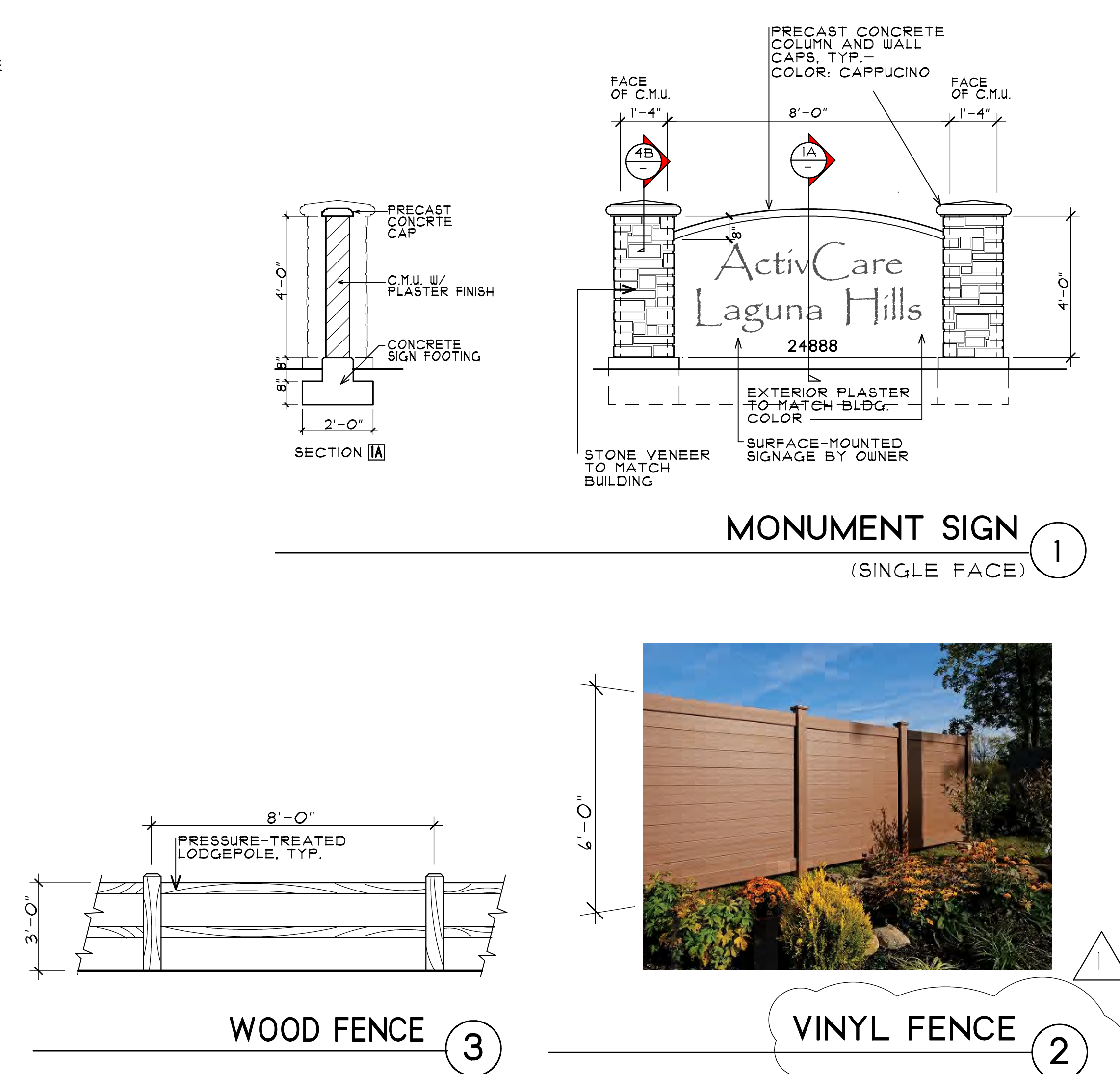
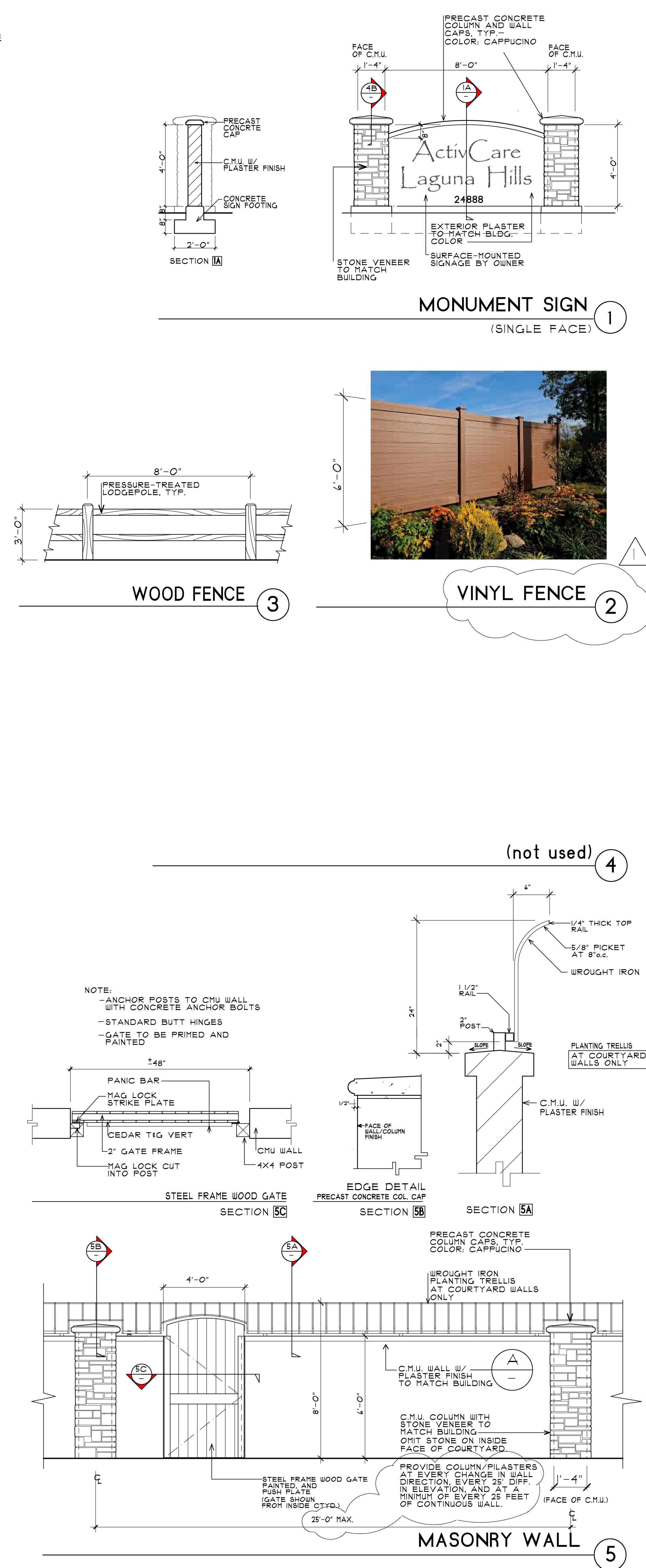
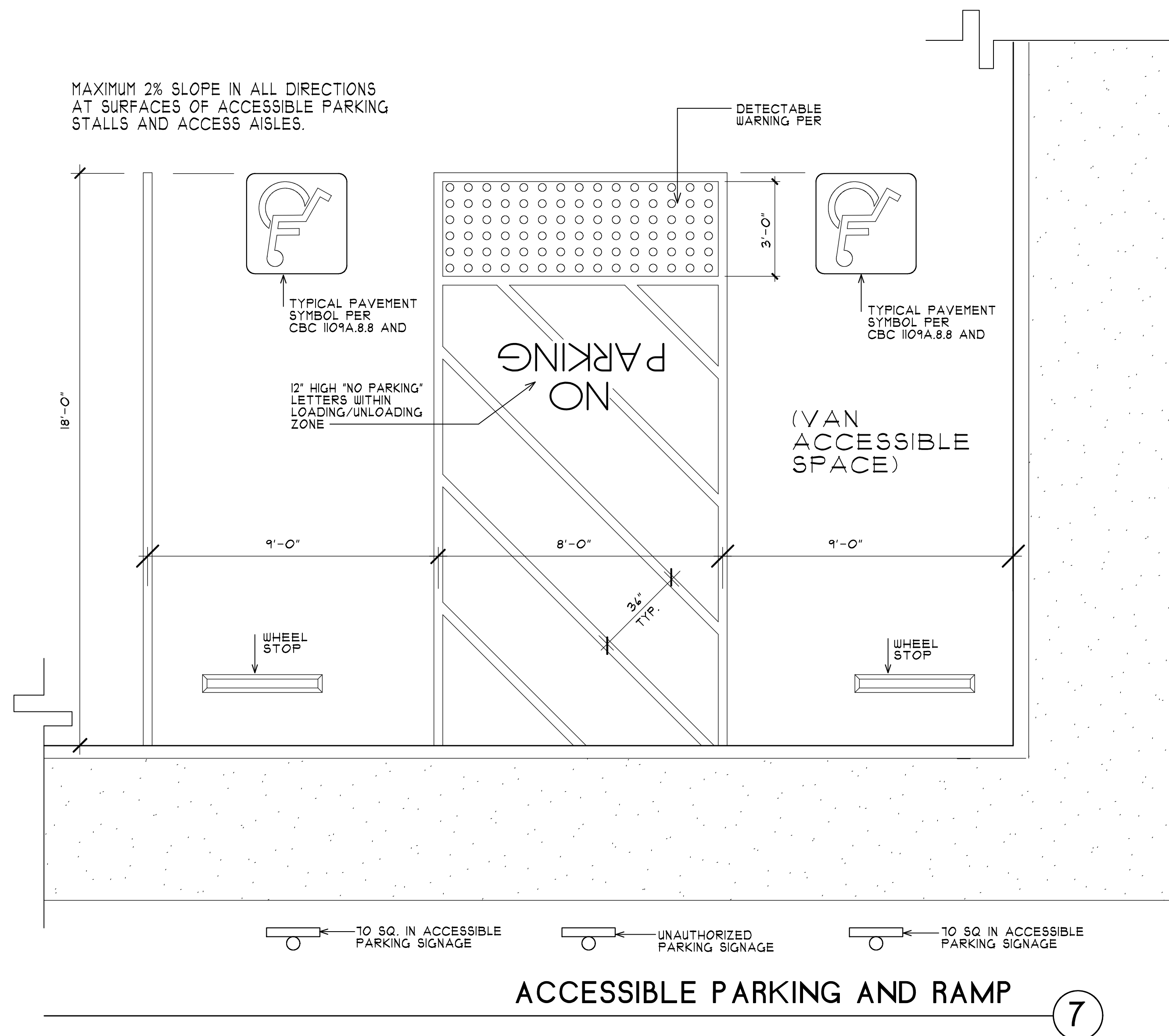
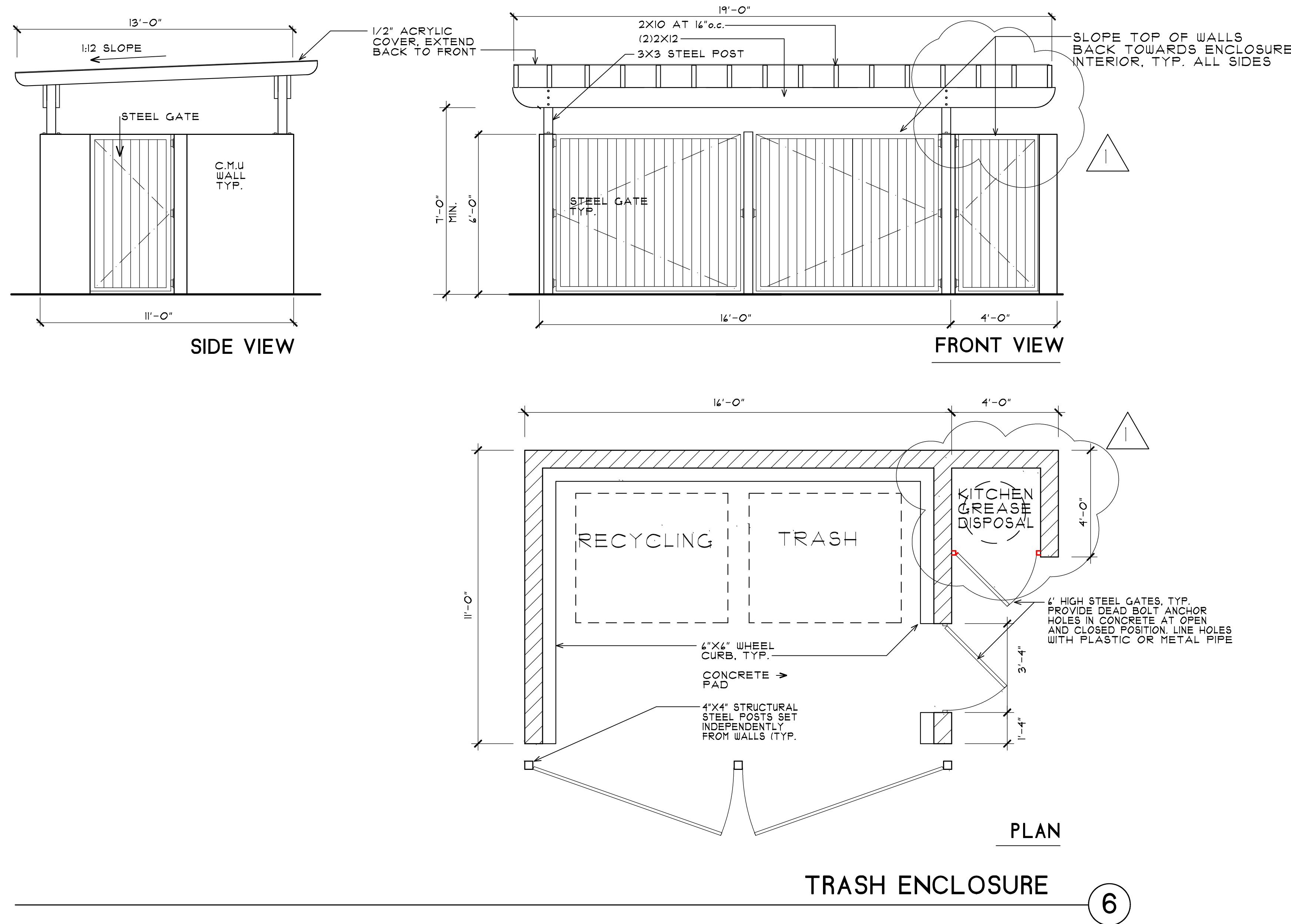
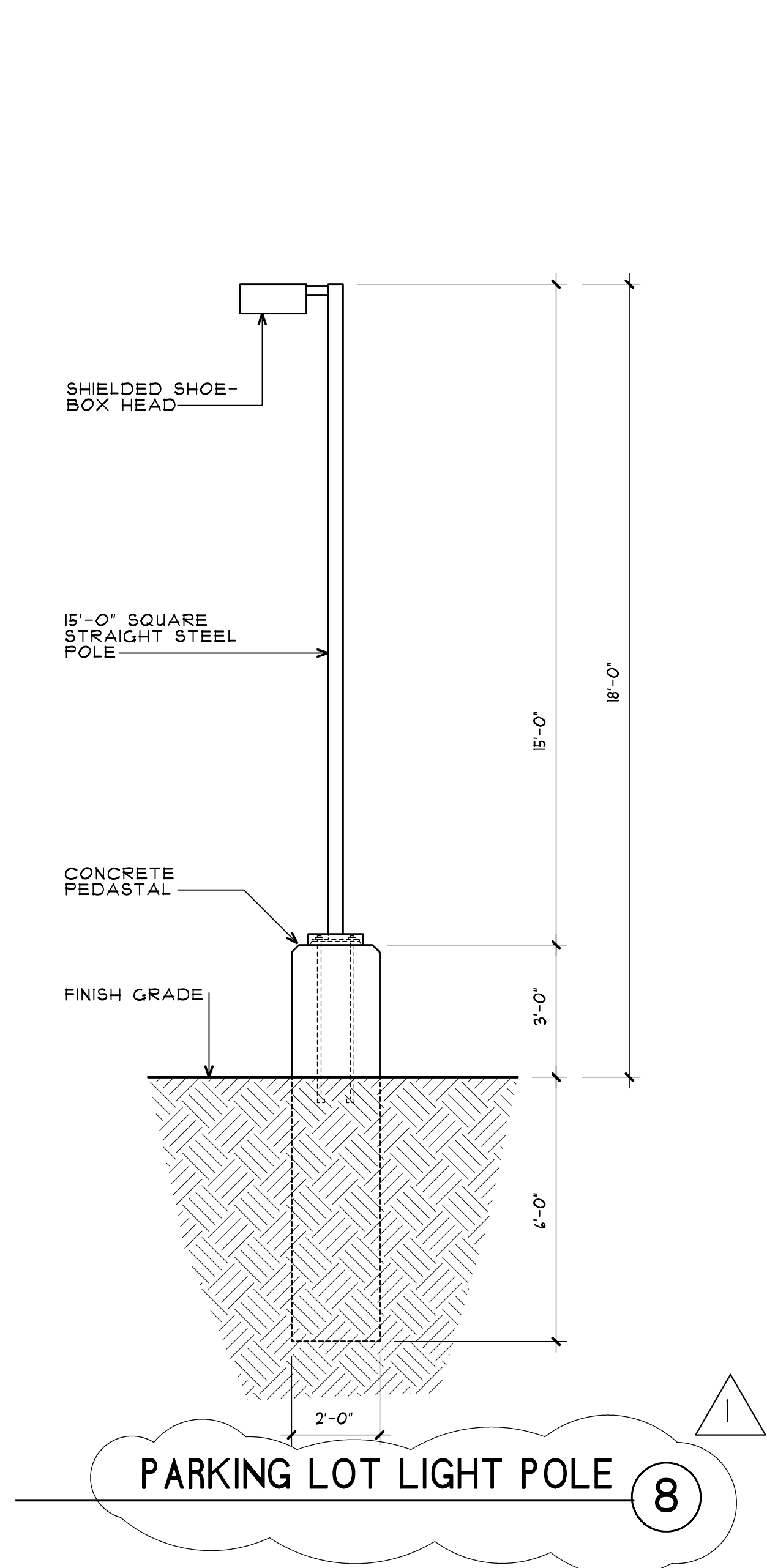
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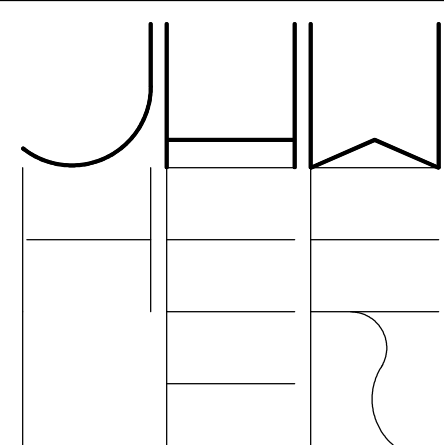
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3.4.a

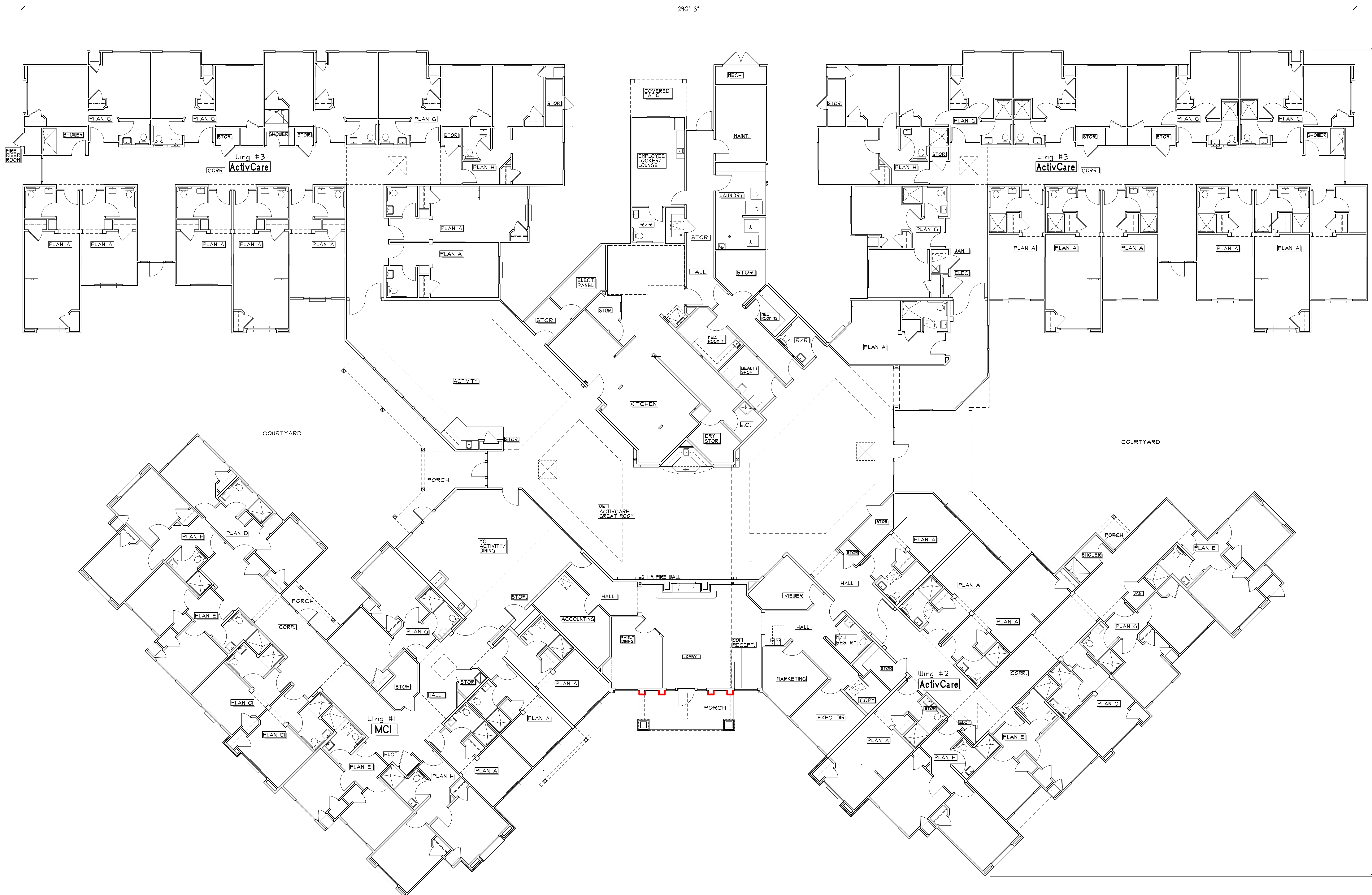
Attachment: March 12, 2019 Introduction to Ordinance Staff Report and Attachments (1813: Second Reading & Adoption of Ordinance - ZTA-7-18-4249)

Packet Pg. 306





**JAMES H. WHEELER
ARCHITECT, INC.**
9619 Chesapeake Dr., Suite 103
San Diego, CA 92231 (619) 571-0930



BUILDING FLOOR PLAN

ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

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DRAWING STATUS:
☐ PRELIMINARY DRAWINGS
☒ DESIGN DEVELOPMENT DRAWINGS
☐ CHECK SET
☐ PROGRESS DRAWINGS
☐ PLAN CHECK DRAWINGS
☐ BID SET DRAWINGS
☐ CONSTRUCTION DOCUMENTS
☐ OTHER

REVISION: **9-21-2018 DESIGN REVIEW COMMENTS**

REVISION: **A**

REVISION: **A**

REVISION: **4**

REVISION: **5**

REVISION: **6**

DATE: 9/27/2018

PROJECT NO.

DRAWN BY

SCALE: SEE PLAN

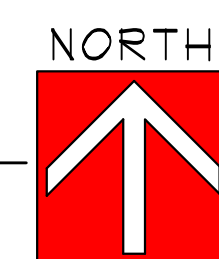
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A2.1

FLOOR PLAN

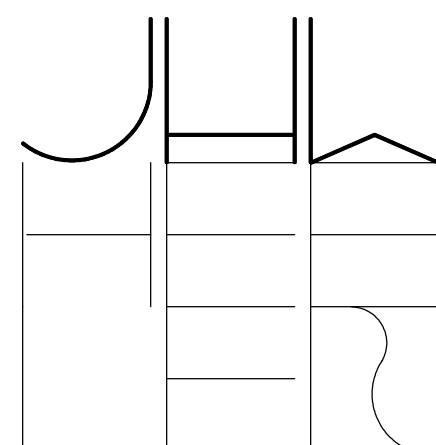
1/8"=1'-0"

0' 5' 10' 20'



FLOOR PLAN GENERAL NOTES

1. BUILDING AREA: 31,500
2. CONSTRUCTION TYPE: VA
3. SPRINKLER SYSTEM: FULL NFPA 13



JAMES H. WHEELER
ARCHITECT, INC.
9619 Chesapeake Dr., Suite 103
San Diego, CA 92231 (619) 571-0970

ROOF PLAN
ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

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REVISION: 5

REVISION: 6

DATE 9/27/2018

PROJECT NO.

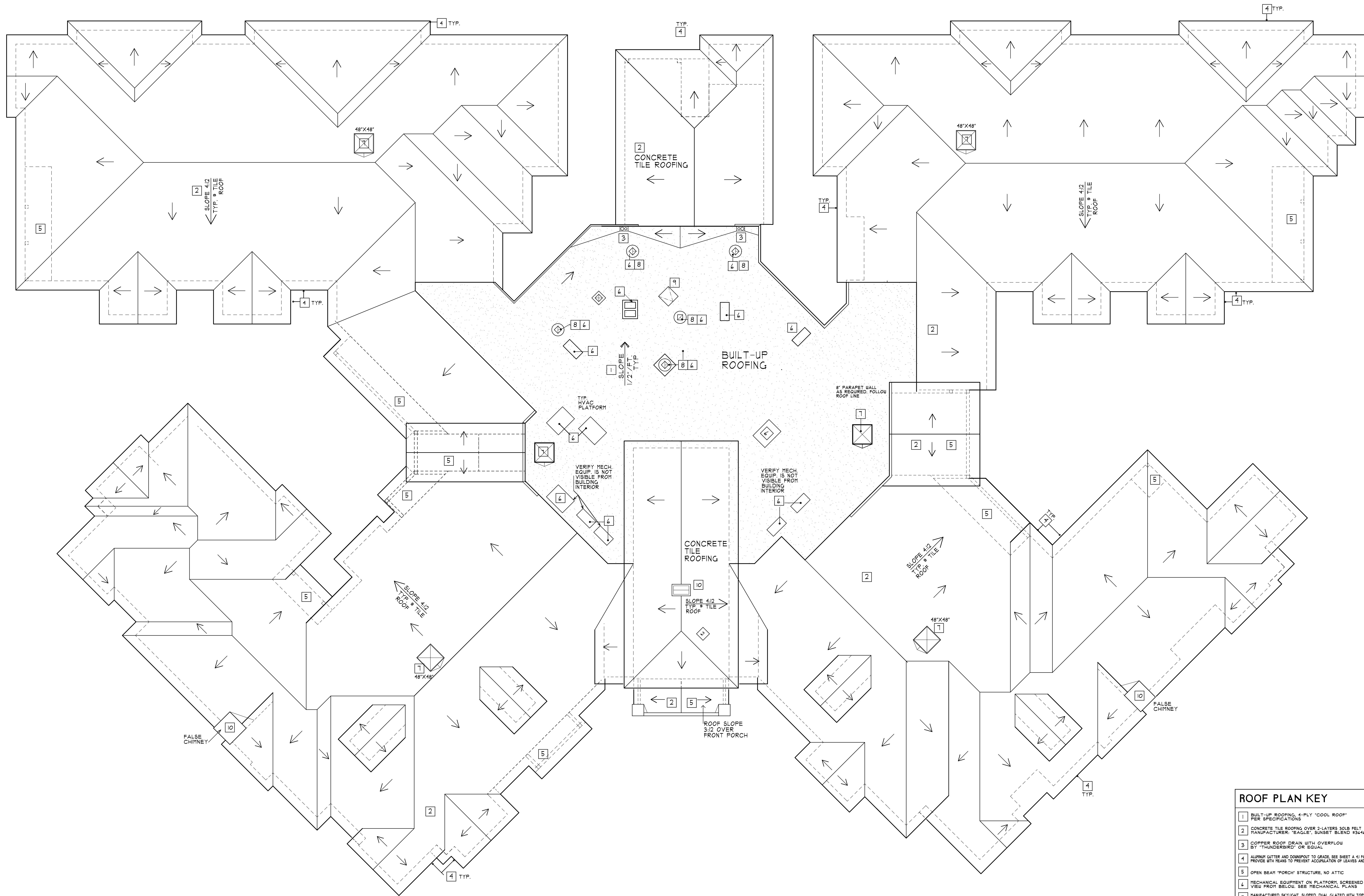
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SCALE

SEE PLAN

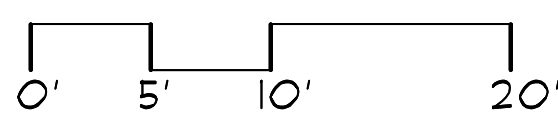
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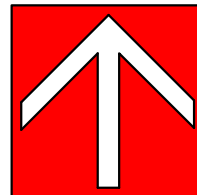


ROOF PLAN

1/8" = 1' - 0"



NORTH

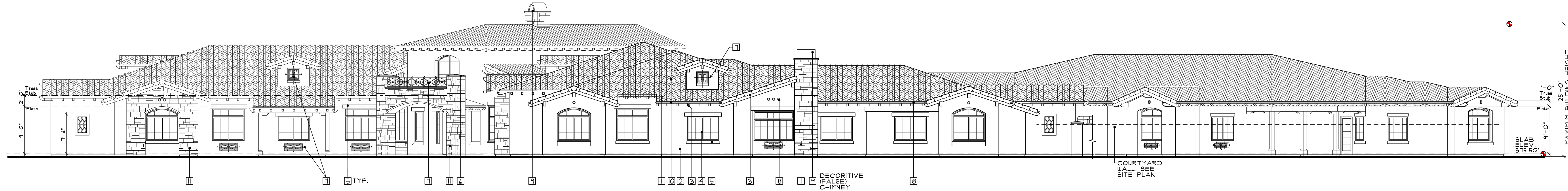


ROOF PLAN KEY

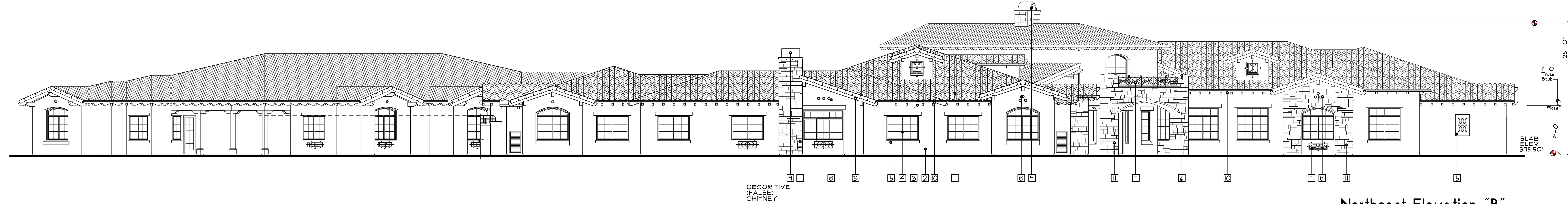
- 1 BUILT-UP ROOFING, 4-PLY "COOL ROOF" PER SPECIFICATIONS
- 2 CONCRETE TILE ROOFING OVER 2-LAYERS SOLB FELT MANUFACTURER: "EAGLE", "SUNBELT" BLEND 134/4
- 3 COPPER ROOF DRAIN WITH OVERFLOW BY "THUNDERBIRD" OR EQUAL
- 4 ALUMINUM GUTTER AND DOWNSPOUT TO GRADE, SEE SHEET A 41 FOR SPEC. PROVIDE WITH TEARS TO PREVENT ACCUMULATION OF LEAVES AND DEBRIS
- 5 OPEN BEAM "PORCH" STRUCTURE, NO ATTIC
- 6 MECHANICAL EQUIPMENT ON PLATFORM, SCREENED FROM VIEW FROM BELOW, SEE MECHANICAL PLANS
- 7 MANUFACTURED SKYLIGHT, SLOPED, DUAL GLAZED WITH TOP LAYER TINTED GLASS AND BOTTOM LAYER LAMINATED GLASS PER CSC 2002 MANUFACTURED BY "SOLAR INDUSTRIES INC" OR APPROVED EQUAL (CSC #403)
- 8 EXHAUST FAN, SEE MECHANICAL
- 9 ALUMINUM ROOF HATCH AND LADDER W/ "LADDER-UP" APPROVED EQUAL
- 10 CHIMNEY W/ DECORATIVE METAL SHROUD

11

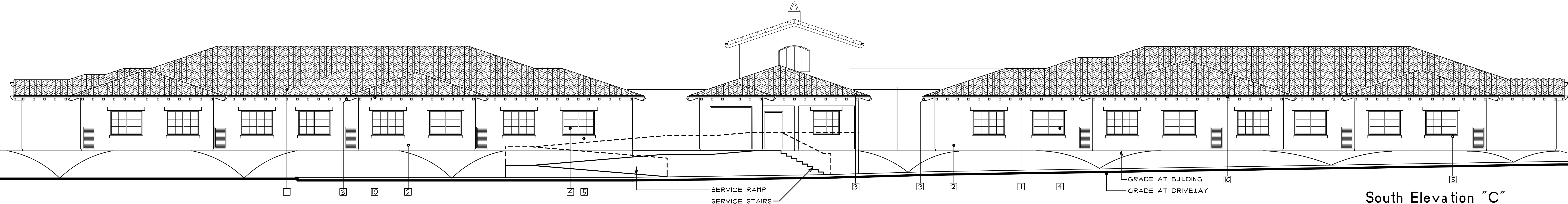
12



Northwest Elevation "A"
1/8"=1'-0"



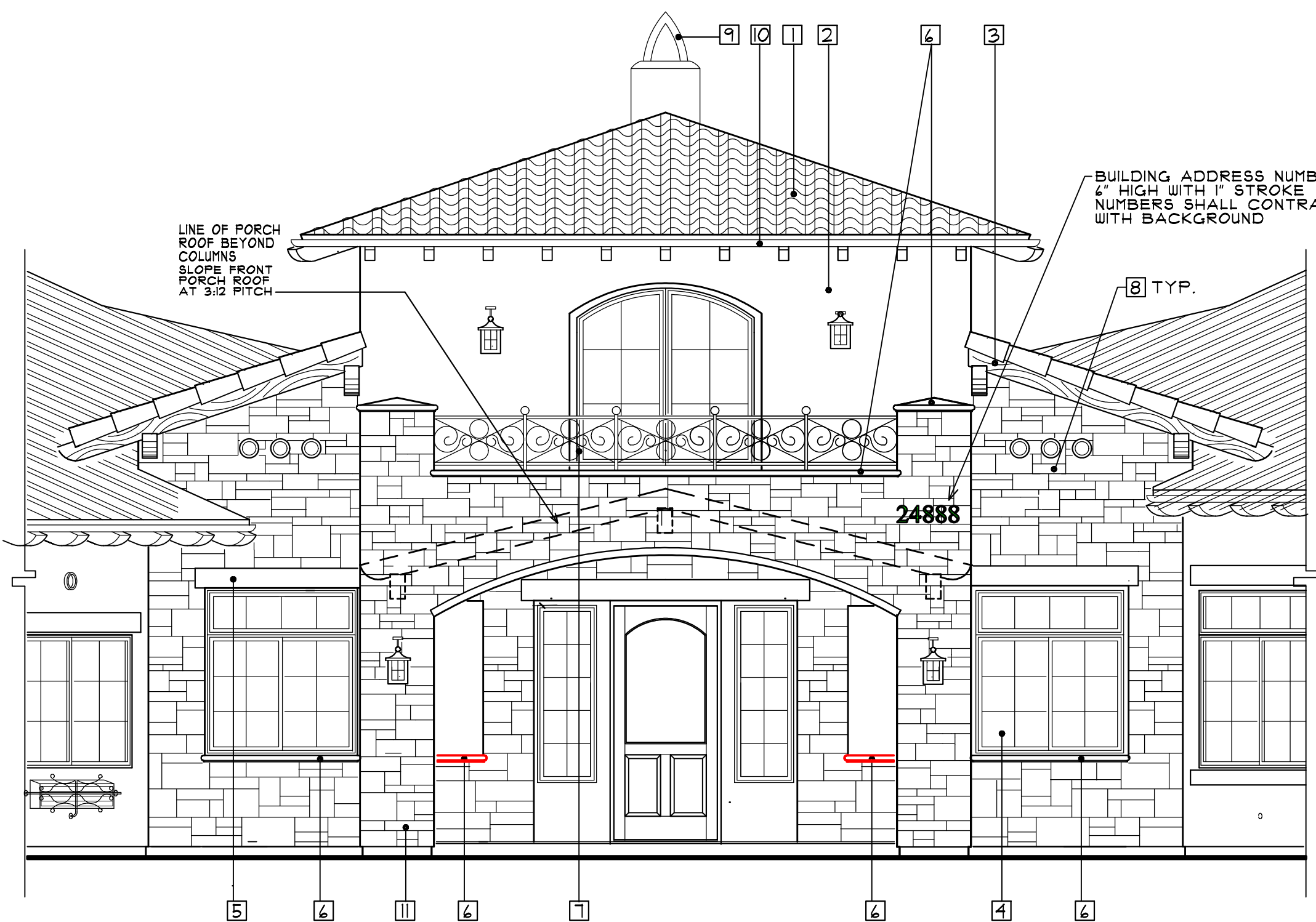
Northeast Elevation "B"
1/8"=1'-0"



South Elevation "C"
1/8"=1'-0"



Entry Area Rendering



Enlarged Entry Elevation "D"
1/4"=1'-0"

ELEVATION KEY

SITE SECT. (A) ELEV (B)
SITE SECT. (C) ELEV (D)
SITE SECT. (E) ELEV (F)
SITE SECT. (G) ELEV (H)
SITE SECT. (I) ELEV (J)
SITE SECT. (K) ELEV (L)
SITE SECT. (M) ELEV (N)
SITE SECT. (O) ELEV (P)
SITE SECT. (Q) ELEV (R)
SITE SECT. (S) ELEV (T)
SITE SECT. (U) ELEV (V)
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KEYNOTES

1 CONCRETE ROOF TILE OVER 2 LAYERS 30 LB FELT MANUFACTURER: "EAGLE" COLOR: "SUNSET BLEND" #3444
2 EXTERIOR PLASTER, LIGHT SAND FINISH COLOR: LA HABRA #X-84 "SANDSTONE"
3 EXPOSED WOOD, STAINED (3 COATS MIN.) FINISH: #CL241A - TIA MARIA
4 VINYL WINDOWS COLOR: ALMOND
5 2X PLASTER WRAPPED FOAM TRIM PAINT TO MATCH 2 AT ALL WINDOWS
6 PRECAST CONCRETE WALL/POST CAPS
7 DECORATIVE WROUGHT IRON COLOR: BLACK, SEMI-GLOSS
8 DECORATIVE FOAM TRIM - "CLAY PIPE" SHAPE, 1" DIAMETER
9 DECORATIVE METAL CHIMNEY SHROUD
10 SEAMLESS METAL RAIN GUTTER - 1/2 ROUND SHAPE COLOR: MATCH ADJACENT WOOD TRIM PROVIDE COLOR SAMPLE PRIOR TO APPLICATION
11 DOWNSPUTS: CLASSIC CREAM SEE ROOF PLAN NOTE: PAINT BIRDSTOP METAL TO MATCH GUTTERS GUTTERS TO BE PROVIDED WITH THE MEANS TO PREVENT ACCUMULATION OF LEAVES AND DEBRIS
12 SIMULATED STONE VENEER MANUFACTURER: ELBORADO STONE PROFILE: "CUT COARSE STONE" COLOR: "MADRONA"

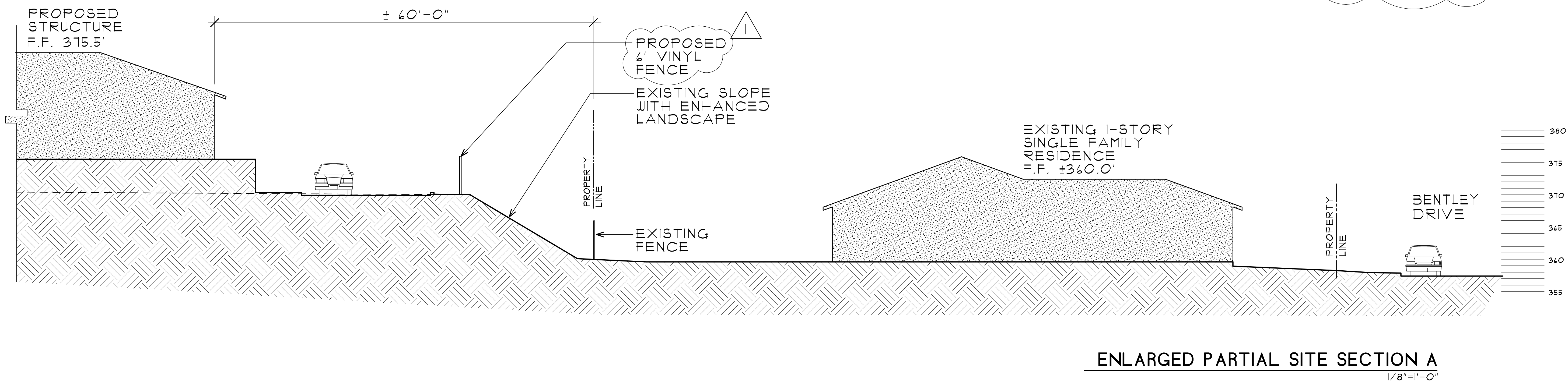
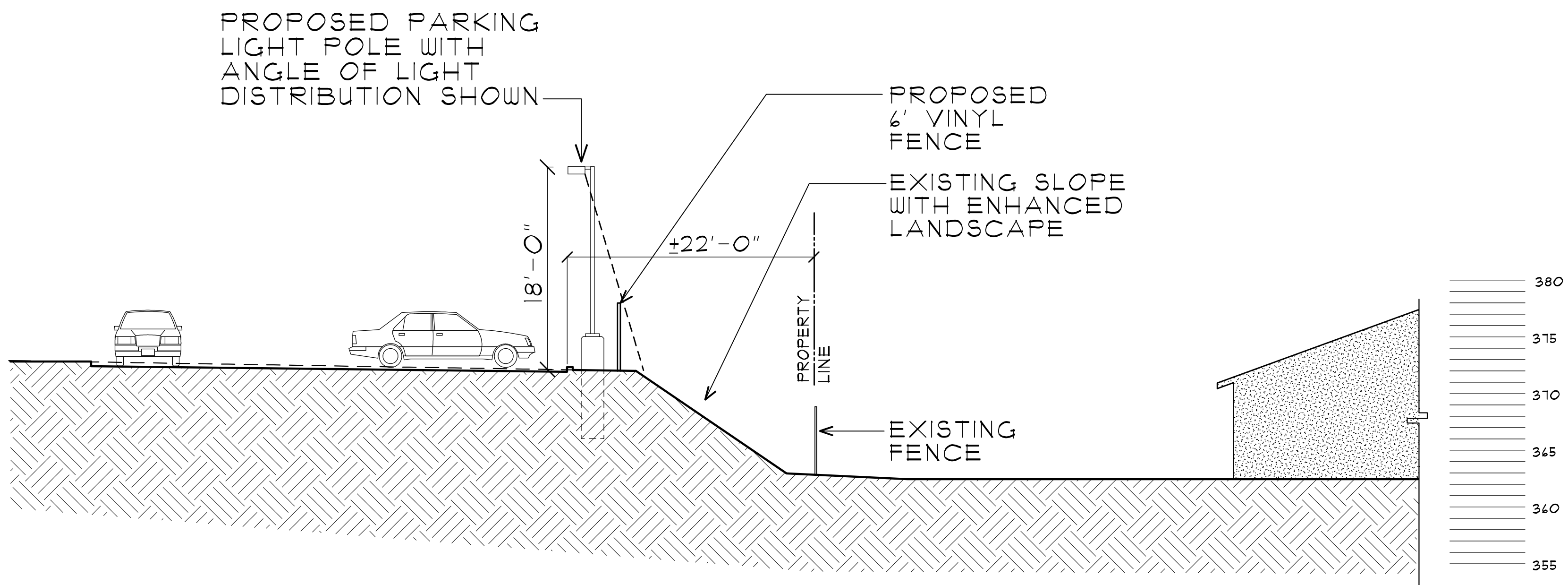
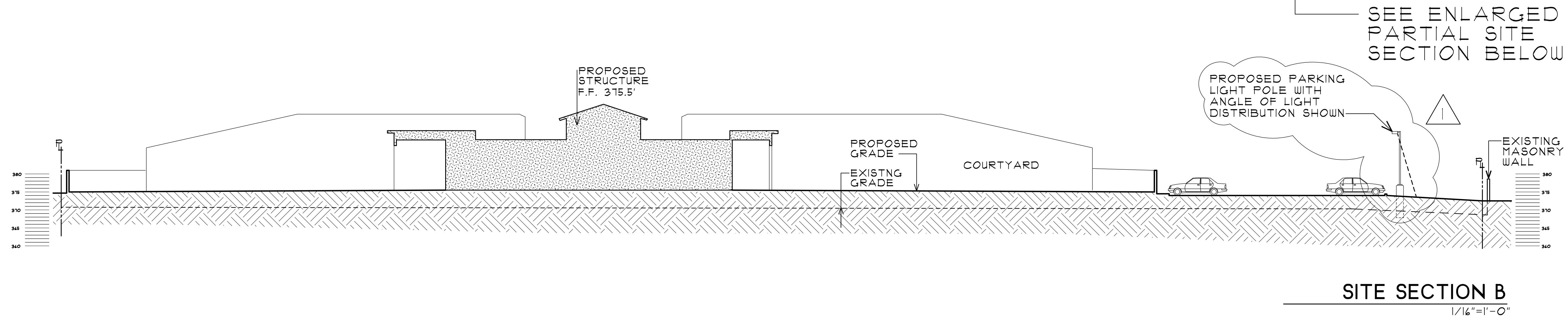
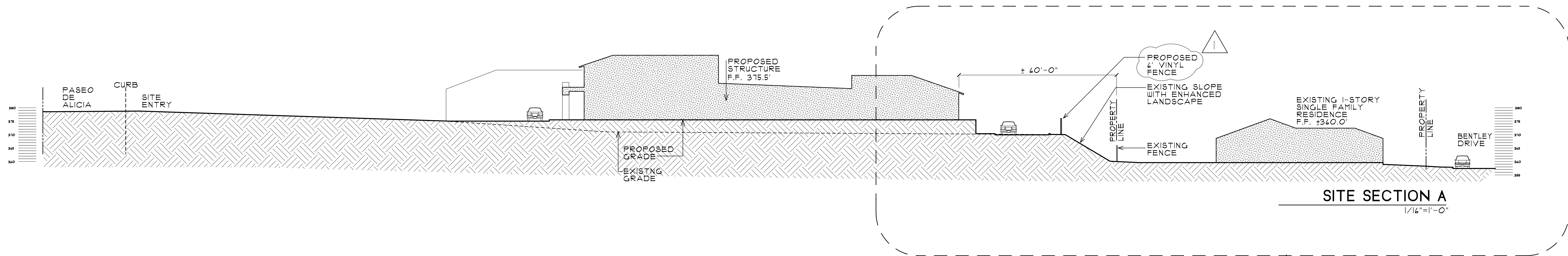
REVISIONS

REVISION 1 9-21-2018 DESIGN REVIEW COMMENTS
REVISION 2
REVISION 3
REVISION 4
REVISION 5
REVISION 6

DATE 9/27/2018
PROJECT NO.
DRAWN BY
SCALE SEE PLAN
DRAWING NO.

CONCEPTUAL BUILDING ELEVATIONS

ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING



ELEVATION KEY	
ELEV. A	ELEV. B
ELEV. C	ELEV. D
ELEV. E	ELEV. F
ELEV. G	ELEV. H
ELEV. I	ELEV. J
ELEV. K	ELEV. L
ELEV. M	ELEV. N
ELEV. O	ELEV. P
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ELEV. S	ELEV. T
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ELEV. W	ELEV. X
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ELEV. AC	ELEV. AD
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ELEV. TY	ELEV. TZ
ELEV. UA	ELEV. UB
ELEV. UC	ELEV. UD
ELEV. UE	ELEV. UF
ELEV. UG	ELEV. UH
ELEV. UI	ELEV. UJ
ELEV. UK	ELEV. UL
ELEV. UM	ELEV. UN
ELEV. UO	ELEV. UP
ELEV. UQ	ELEV. UR
ELEV. US	ELEV. UT
ELEV. UU	ELEV. UV
ELEV. UW	ELEV. UX
ELEV. UY	ELEV. UZ
ELEV. VA	ELEV. VB
ELEV. VC	ELEV. VD
ELEV. VE	ELEV. VF
ELEV. VG	ELEV. VH
ELEV. VI	ELEV. VJ
ELEV. VK	ELEV. VL
ELEV. VM	ELEV. VN
ELEV. VO	ELEV. VP
ELEV. VQ	ELEV. VR
ELEV. VS	ELEV. VT
ELEV. VU	ELEV. VV
ELEV. VW	ELEV. VX
ELEV. VY	ELEV. VZ
ELEV. WA	ELEV. WB
ELEV. WC	ELEV. WD
ELEV. WE	ELEV. WF
ELEV. WG	ELEV. WH
ELEV. WI	ELEV. WJ
ELEV. WK	ELEV. WL
ELEV. WM	ELEV. WN
ELEV. WO	ELEV. WP
ELEV. WQ	ELEV. WR
ELEV. WS	ELEV. WT
ELEV. WU	ELEV. WV
ELEV. WW	ELEV. WX
ELEV. WY	ELEV. WZ
ELEV. XA	ELEV. XB
ELEV. XC	ELEV. XD
ELEV. XE	ELEV. XF
ELEV. XG	ELEV. XH
ELEV. XI	ELEV. XJ
ELEV. XK	ELEV. XL
ELEV. XM	ELEV. XN
ELEV. XO	ELEV. XP
ELEV. XQ	ELEV. XR
ELEV. XS	ELEV. XT
ELEV. XU	ELEV. XV
ELEV. XW	ELEV. XX
ELEV. XY	ELEV. XZ
ELEV. YA	ELEV. YB
ELEV. YC	ELEV. YD
ELEV. YE	ELEV. YF
ELEV. YG	ELEV. YH
ELEV. YI	ELEV. YJ
ELEV. YK	ELEV. YL
ELEV. YM	ELEV. YN
ELEV. YO	ELEV. YP
ELEV. YQ	ELEV. YR
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ELEV. ZA	ELEV. ZB
ELEV. ZC	ELEV. ZD
ELEV. ZE	ELEV. ZF
ELEV. ZG	ELEV. ZH
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ELEV. ZS	ELEV. ZT
ELEV. ZU	ELEV. ZV
ELEV. ZW	ELEV. ZX
ELEV. ZY	ELEV. ZZ

SITE SECTIONS

ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

JAMES H. WHEELER ARCHITECT, INC. 9619 Chesapeake Dr., Suite 103 San Diego, CA 92123 619.571.0910	
DRAWING STATUS: ☐ PRELIMINARY DRAWINGS ☒ DESIGN DEVELOPMENT DRAWINGS ☐ CHECK SET ☐ PROGRESS DRAWINGS ☐ PLAN CHECK DRAWINGS ☐ NO SET DRAWINGS ☐ CONSTRUCTION DOCUMENTS ☐ OTHER	REVISION 1 9-21-2018 DESIGN REVIEW COMMENTS REVISION 2 REVISION 3 REVISION 4 REVISION 5 REVISION 6
DATE 9/27/2018 PROJECT NO. DRAWN BY SCALE DRAWING NO.	SEE PLAN A3.2

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PARTERRE AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF PARTERRE.



The location of the driveway has been moved, and this is reflected on the Architectural and Civil plans. However, the light fixtures and photometric properties shown in this plan remain unchanged.

Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule
Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule
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Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule
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Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule
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Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule	Light Fixture Schedule

Light Fixture Schedule

Light Fixture Schedule



FIXTURE TYPE "SA"
FIXTURE MOUNTED AT +18'-0"



FIXTURE TYPE "SAW"



FIXTURE TYPE "SC"



FIXTURE TYPE "SD"



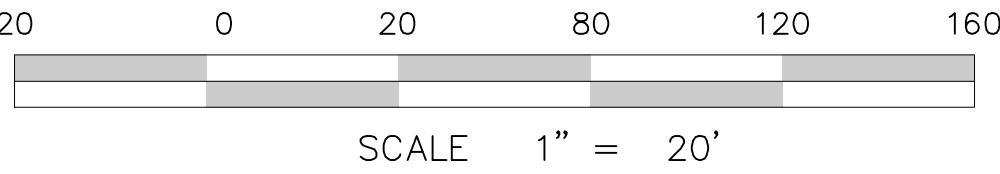
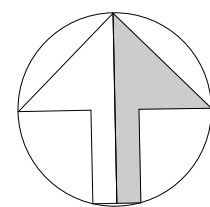
FIXTURE TYPE "SF"



FIXTURE TYPE "SH"



FIXTURE TYPE "SJ"



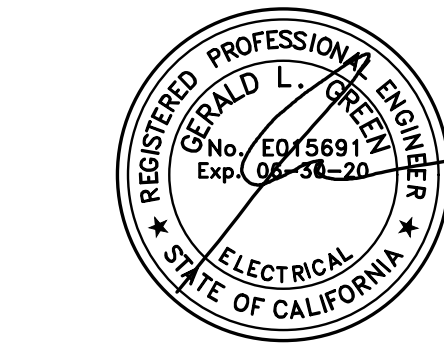
PARTERRE
SITE PLANNING
URBAN DESIGN
LANDSCAPE ARCHITECTURE
1221 HAYES AVENUE
SAN DIEGO, CALIFORNIA 92103
PHONE: (619) 296-3713
FAX: (619) 296-3702



ActivCare Laguna Hills

ActivCare Living

Laguna Hills, California



DRAWN: _____
CHECKED: _____
ISSUED: _____

ACTIVCARE - 06/15/18

PROJECT NO. _____
SHEET TITLE
SITE
PHOTOMETRIC
PLAN
SHEET NO. _____

E1.1

TENTATIVE PARCEL MAP 2018-182

ASSESSOR PARCEL NUMBER:

620-231-08-00
620-231-09-00

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAGUNA HILLS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: APN(s): 620-231-10

PARCEL 2 OF THAT CERTAIN PARCEL MAP, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, FEBRUARY 24TH, 1975.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF THAT CERTAIN LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 30, 1959 IN BOOK 5035, PAGE 383 OFFICIAL RECORDS, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN LAND DESCRIBED IN DEED TO CAPISTRANO HIGHLANDS, RECORDED JULY 15TH, 1964 IN BOOK 7134, PAGE 254 OF SAID OFFICIAL RECORDS, THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LAND SOUTH 14° 40' 53" WEST 1074.10 FEET, THENCE SOUTH 75° 19' 07" EAST 60.65 FEET TO A POINT IN THE EASTERLY LINE OF PARCEL NO. 171 AS DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE RECORDED SEPTEMBER 22, 1972 IN BOOK 10339, PAGE 462 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 75° 19' 07" EAST 50.00 FEET; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN SAID EASTERLY LINE OF PARCEL NO. 171 SAID POINT BEING DISTANT THERON NORTH 14° 40' 53" EAST 20.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE SOUTH 14° 40' 53" WEST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

ACCESS STATUS:

EXISTING DRIVEWAYS OFF OF ALICIA PARKWAY, PASEO DE ALICIA, AND BENTLEY.

APPLICANT:

KEVIN MORIARTY
ACTIVCARE LIVING INC.
9619 CHESAPEAKE DRIVE, SUITE 103
SAN DIEGO, CA 92123

KEVIN MORIARTY DATE

ENGINEER:

CORY SCHRACK
NASLAND ENGINEERING
4740 RUFFNER STREET
SAN DIEGO, CA 92111

SITE ADDRESS:

24888 ALICIA PARKWAY
LAGUNA HILLS, CA 92653

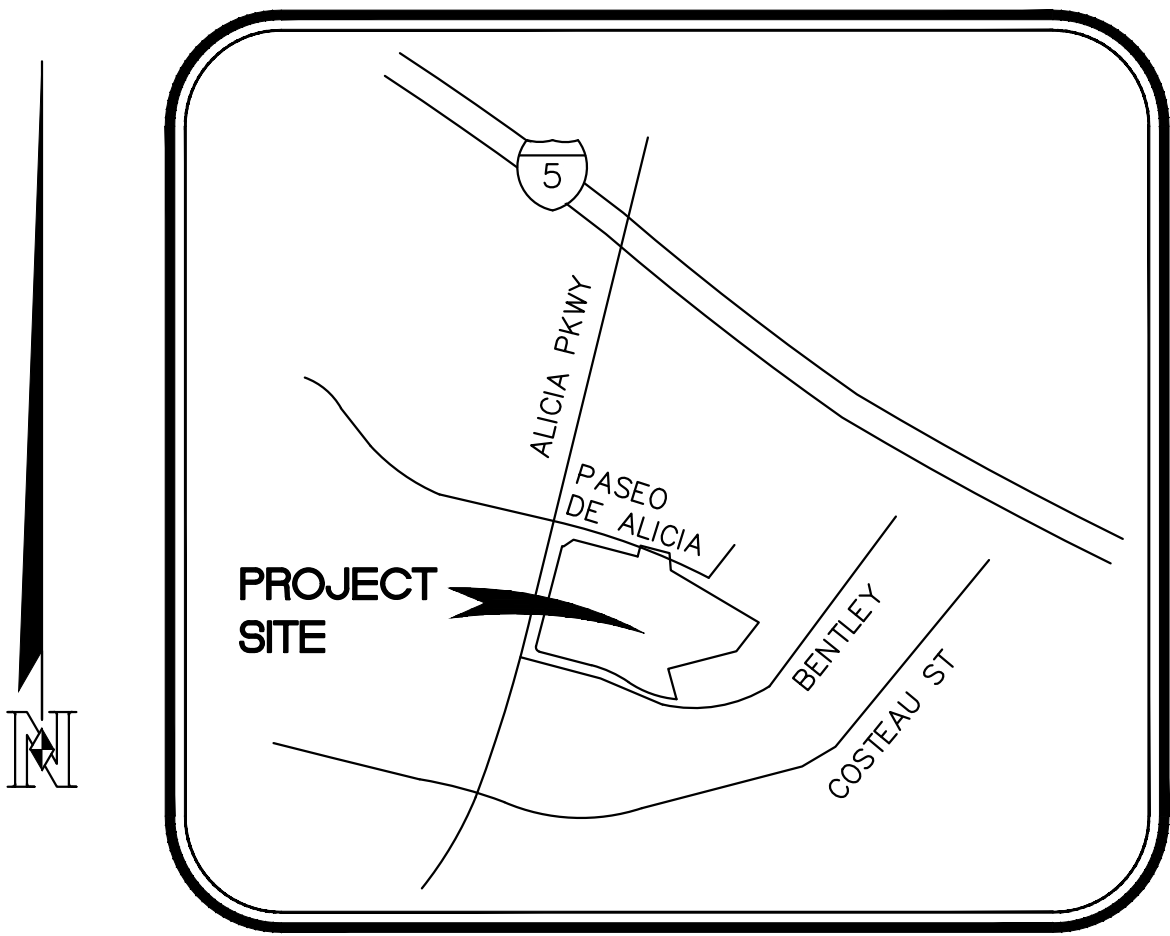
SOURCE OF TOPOGRAPHY:

AERIAL SURVEY

OWNER:

MATTHEW PHILLIPS
EMJ LTD.
20 PAMELA WAY
COTO DE CAZA, CA 92679

MATTHEW PHILLIPS DATE



VICINITY MAP
NO SCALE

DEVELOPER SHALL COMPLY WITH ALL RECOMMENDATIONS OUTLINED IN THE PHASE 2 ENVIRONMENTAL SITE ASSESSMENT BY LEIGHTON AND ASSOCIATES DATED MAY 8, 2014.

THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF A PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTANCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE AN APPROVAL TO PERFORM ANY GRADING SHOWN HEREON, AND AGREES TO OBTAIN VALID GRADING PERMISSIONS BEFORE COMMENCING SUCH ACTIVITY.

WATER DISTRICT:

MOULTON NIGUEL WATER DISTRICT

SEWER DISTRICT:

MOULTON NIGUEL WATER DISTRICT

FIRE DISTRICT:

ORANGE COUNTY FIRE AUTHORITY

SCHOOL DISTRICT:

SADDLEBACK VALLEY UNIFIED

BENCHMARK:

ORANGE COUNTY SURVEYOR B.M. NO. 3HH-3-77

DESCRIBED BY OCS 2003 - FOUND 3 3/4" ALUMINUM BENCHMARK DISK STAMPED "3HH-3-77". SET IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 22 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE SOUTHERLY SIDE OF ALICIA PARKWAY, 51 FT, SOUTHEASTERLY OF THE CENTERLINE OF ALICIA, 0.6 MILES NORTHEASTERLY OF THE CENTERLINE OF PASEO DE VALENCIA AND 315 FT. SOUTHWESTERLY OF THE CENTERLINE OF COSTEAU STREET. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

ELEVATION =340.572 FEET (NAV088)(ADJ. 1995)

BASIS OF BEARINGS:

THE CENTERLINE OF PASEO DE ALICIA, BEING NORTH 75°19'07" WEST PER MAP RECORDED IN BOOK 108, PAGES 37 AND 38, INCLUSIVE OF PARCEL MAPS, RECORDS OF ORANGE COUNTY.

LAND USE/ZONING:

ZONING NEIGHBORHOOD MIXED USE (NMU)

DATE: 9/27/2018

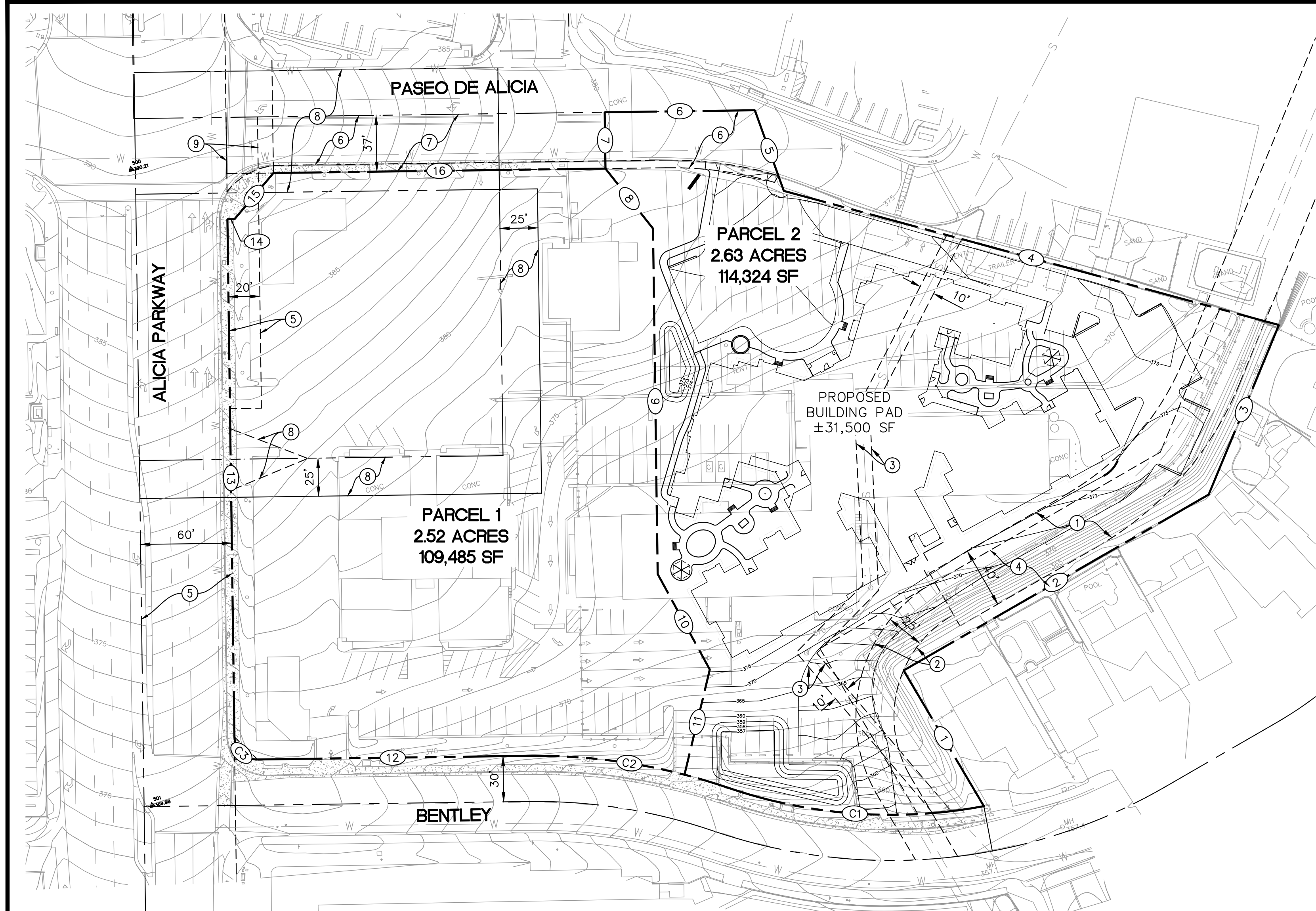


ACTIVCARE LAGUNA HILLS
ALICIA PARKWAY
LAGUNA HILLS, CALIFORNIA

Nasland
Civil Engineering
Surveying
Land Planning
N.E. JOB No. 317-029.1

T (858) 292-7770
4740 Ruffner Street
San Diego, CA 92111
nasland.com

TENTATIVE PARCEL MAP 2018-182



LEGEND:

- EXISTING PROPERTY LINE
- PROPOSED LOT LINE
- EXISTING EASEMENT
- EXISTING CONTOUR 300
- PROPOSED CONTOUR 300
- EXISTING EASEMENT FLAG (SEE BELOW) ①

EARTHWORK QUANTITIES:

GROSS AREA	5.14 ACRES
DISTURBED AREA	99,500 SQ FT
GRADED AREA	99,500 SQ FT
CUT QUANTITIES	920 CYD
FILL QUANTITIES	7,000 CYD
IMPORT	6,080 CYD

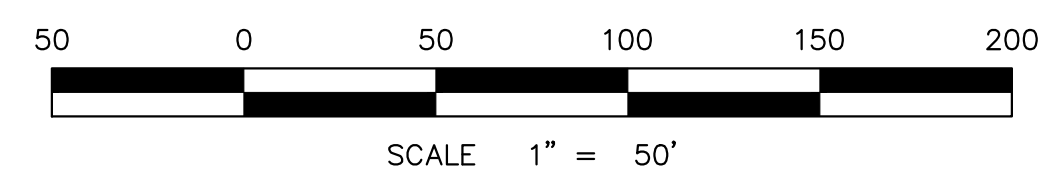
EXISTING EASEMENT DESCRIPTION:

- ① AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED FEBRUARY 20, 1975 AS BOOK 11343, PAGE 401 OF OFFICIAL RECORDS.
- ② AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 22, 1972 AS BOOK 10339, PAGE 462 OF OFFICIAL RECORDS.
- ③ AN EASEMENT FOR SEWER LINES AND INCIDENTAL PURPOSES, GRANTED TO WHITECO ENTERPRISE, RECORDED JANUARY 25, 1922 AS BOOK 12046, PAGE 1374 OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR SLOPES, DRAINAGE PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO LA CUESTA VERDE, RECORDED DECEMBER 10, 1971 AS BOOK 9920, PAGE 670 OF OFFICIAL RECORDS.
- ⑤ AN EASEMENT FOR ALICIA PARKWAY, ROAD AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 22, 1972 AS BOOK 10339, PAGE 364 OF OFFICIAL RECORDS.
- ⑥ AN EASEMENT FOR SEWER LINES, WATER TRANSMISSION PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO MOULTON-NIGUEL WATER DISTRICT, RECORDED AS BOOK 12175, PAGE 659 OF OFFICIAL RECORDS.
- ⑦ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED DECEMBER 16, 1977 AS BOOK 12496, PAGE 1240 OF OFFICIAL RECORDS.
- ⑧ AN EASEMENT FOR INGRESS, PUBLIC UTILITY PURPOSES, SLOPE AND DRAINAGE PURPOSES, RECORDED IN BOOK 10472, PAGE 345 OF OFFICIAL RECORDS.
- ⑨ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED FEBRUARY 14, 19897 AS BOOK 12069, PAGE 1571 OF OFFICIAL RECORDS.

LOT LINE DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N15°08'07"W		103.59
2	N75°29'38"E		231.41
3	N37°57'20"E		120.59
4	N59°23'08"W		337.05
5	N4°16'58"W		56.32
6	N75°18'25"W		98.68
7	S14°38'05"W		37.05
8	S22°56'50"E		50.21
9	S14°41'14"W		227.05
10	S13°10'14"E		71.50

LOT LINE DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
11	S28°59'39"W		71.07
12	N75°18'53"W		177.61
13	N14°41'07"E		340.21
14	S75°18'53"E		4.65
15	N55°36'40"E		39.69
16	S75°18'25"E		218.19
C1	29.58	330.00	170.35'
C2	19.68	390.00	133.94'
C3	90.00	15.00	23.56'

ALL EXISTING BUILDINGS WILL BE DEMOLISHED PRIOR TO FINAL MAP APPROVAL.



DATE: 9/27/2018



ACTIVCARE LAGUNA HILLS
ALICIA PARKWAY
LAGUNA HILLS, CALIFORNIA

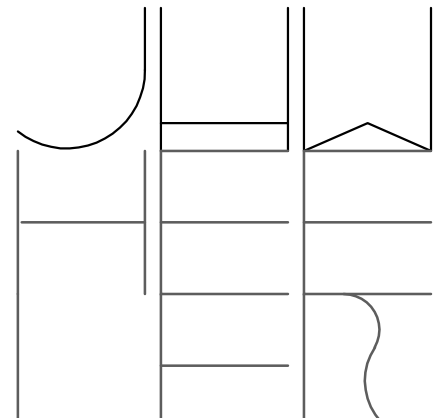
**Nasland**
N.E. JOB No. 317-029.1

Civil Engineering
Surveying
Land Planning

T (858) 292-7770
4740 Ruffner Street
San Diego, CA 92111
nasland.com

TPM: 2018-182

Attachment: March 12, 2019 Introduction to Ordinance Staff Report and Attachments (1813 : Second Reading & Adoption of Ordinance - ZTA-7-18-4244)



JAMES H. WHEELER
ARCHITECT, INC.
9619 Chesapeake Dr., Suite 103
San Diego, CA 92123 (658) 571-6190

ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

JAMES H. WHEELER, ARCHITECT, INC.
EXPRESSLY RESERVES ITS COMMON LAW AND
OTHER PROPERTY RIGHTS IN THIS DOCUMENT.
THIS DOCUMENT SHALL NOT BE REPRODUCED,
COPIED, CHANGED OR DISCLOSED IN ANY
FORM OR MANNER WHATSOEVER WITHOUT
FIRST OBTAINING THE EXPRESSED WRITTEN
CONSENT OF JAMES H. WHEELER, ARCHITECT

DRAWING STATUS:
☒ PRELIMINARY DRAWINGS
☐ DESIGN DEVELOPMENT DRAWINGS
☐ CHECK SET
☐ PROGRESS DRAWINGS
☐ PLAN CHECK DRAWINGS
☐ BID SET DRAWINGS
☐ CONSTRUCTION DOCUMENTS
☐ OTHER

REVISION 1
REVISION 2
REVISION 3
REVISION 4
REVISION 5
REVISION 6



DATE 9/26/2018

PROJECT NO.

DRAWN BY

SCALE SEE PLAN

DRAWING NO.

C-1

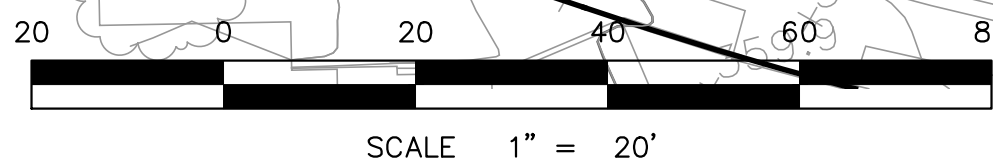
LEGEND

EXISTING PROPERTY LINE	---
EXISTING WATER LINE	—W—
EXISTING SEWER LINE	—S—
PROPOSED PAVEMENT (FINAL FINISH PER LANDSCAPE PLANS)	[Pattern]
PROPOSED PCC	[Pattern]
PROPOSED LANDSCAPE AREA	[Pattern]
PROPOSED DECOMPOSED GRANITE	[Pattern]
PROPOSED SEWER LINE	—S—
PROPOSED WATER LINE	—W—
PROPOSED FIRE SERVICE LINE	—FS—
PROPOSED STORM DRAIN	—SD—
PROPOSED GRATED INLET	[Symbol]
PROPOSED CURB INLET	[Symbol]
PROPOSED 6" CURB AND GUTTER	—CG—
PROPOSED 6" CURB	—C—
PROPOSED DIRECTION OF FLOW	→
PATH OF TRAVEL FROM PUBLIC R/W	---

GRADING QUANTITIES

GRADED AREA	99,500 SQ FT	MAX. CUT DEPTH 3.0 FT
CUT QUANTITIES	920 CYD	MAX CUT SLOPE RATIO (2:1MAX) 2:1
FILL QUANTITIES	7,000 CYD	MAX. FILL DEPTH 4.0 FT
IMPORT	6,080 CYD	MAX FILL SLOPE RATIO (4:1MAX) 4:1

NOTE:
EARTHWORK QUANTITIES DO NOT REFLECT ANY SPECIAL CONDITIONS THAT MAY
BE ENCOUNTERED DURING CONSTRUCTION AND ARE FOR REFERENCE ONLY. SINCE
THE ENGINEER CANNOT CONTROL THE EXACT METHOD OR MEANS USED BY THE
CONTRACTOR DURING GRADING OPERATIONS, NOR CAN THE ENGINEER
GUARANTEE THE EXACT SOIL CONDITION OVER THE ENTIRE SITE, THE ENGINEER
ASSUMES NO RESPONSIBILITY FOR FINAL EARTHWORK QUANTITIES. THE
CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING HIS OWN EARTHWORK
QUANTITIES FOR BIDDING, CONTRACT, AND CONSTRUCTION PURPOSES.



Civil Engineering
Surveying
Land Planning

T (858) 292-7770
4740 Buffner Street
San Diego, CA 92111
nasland.com

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EXISTING TREES
TO REMAIN / REMOVE

- TO REMAIN

 - A PINE SPP.
 - B PINE SPP.
 - C PINE SPP.
 - D PINE SPP.
 - E EUCALYPTUS SPP.
 - F CARROT WOOD TREE
 - G CARROT WOOD TREE
 - H CARROT WOOD TREE
 - I PALM SPP.
 - J PALM SPP.
- ✕ TO REMOVE

 - 1 LONDON PLANE TREE
 - 2 LONDON PLANE TREE
 - 3 LONDON PLANE TREE
 - 4 LONDON PLANE TREE
 - 5 LONDON PLANE TREE
 - 6 LONDON PLANE TREE
 - 7 LONDON PLANE TREE
 - 8 PYRUS SPP.
 - 9 PYRUS SPP.

PLANT MATERIAL LEGEND

SYMBOL	CATEGORY/DESCRIPTION	WUCOLS 3 CATEGORY
	ONSITE SHADE TREES (30' - 40' HEIGHT, 30' - 35' SPREAD) SUCH AS: ARBUS "MARINA" ARBUS TRISTANIA CONFERTA BRISBANE BOX	MEDIUM
	STREET TREES (30' - 40' HEIGHT, 25' - 30' SPREAD) SUCH AS: ACACIA STENOPHYLLA SHOESTRING ACACIA GEIJERA PAVIFOLIA AUSTRALIAN WILLOW	LOW
	INTERIOR ACCENT TREES (20' - 30' HEIGHT, 25' - 35' SPREAD) SUCH AS: ERIOBOTRYA DEFLEXA BRONZE LOQUAT MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA "ST. MARY"	MEDIUM
	VERTICAL ACCENT TREE (60' - 80' HEIGHT) SUCH AS: SYAGRUS ROMANZOFFIANUM QUEEN PALM	MEDIUM
	ENTRY ACCENT TREE (8' - 10' HEIGHT) SUCH AS: PHOENIX ROEBELENI PYGMY DATE PALM	MEDIUM
	SCREENING SHRUB (8'-10' HEIGHT) SUCH AS: DODONAEA VISCOSA HOP SEED BUSH LEUCOPHYLLUM FRUTESCENS TEXAS RANGER	LOW
	EXISTING TREE TO REMAIN	
	EXISTING TREE TO REMOVE	
	LOW WATER USE SHRUBS AND GROUNDCOVERS (MINIMUM SIZE, 1 GALLON) SUCH AS: CALLISTEMON VIMINALIS "LITTLE JOHN" CAREX DIVULSA CISTUS X PURPUREUS COTONEASTER DAMMERI "LOWFAST" FICUS PUMILA GAURA LINDHEIMERI GREVILLEA NOELII LANTANA HYBRID "SPREADING SUNSHINE" LOMANDRA LONGIFOLIA "BREEZE" MYOPORUM PARVIFOLIUM "PUTAH CREEK" MUHLENBERGIA RIGENS	LOW
	MEDIUM WATER USE SHRUBS AND GROUNDCOVERS (MINIMUM SIZE, 1 GALLON) SUCH AS: AGAPANTHUS AFRICANUS BUXUS MICROPHYLLA JAPONICA DISTICTUS BUCCINATORIA ESCALLONIA SPECIES FATSIA JAPONICA HEMEROCALLIS HYBRIDS LIRIOPE MUSCARI "GIGANTEA" NANDINA DOMESTICA "HARBOR DWARF" PHORMIUM TENAX PHILODENDRON "XANADU" STERILITZIA REGINAE TRACHELOSPERMUM ASIATICUM	MEDIUM
	BIO-RETENTION PLANTING (MINIMUM SIZE, 1 GALLON) SUCH AS: CUPHEA HYSSOPIFOLIA AGAPANTHUS AFRICANUS HEMEROCALLIS HYBRIDS	MEDIUM
	ARTIFICIAL TURF (PUTTING GREEN)	LOW
	DWARF BOTTLEBRUSH BERKLEY SEDGE ORCHID ROCKROSE BEARBERRY COTONEASTER CREEPING FIG WHITE GAURA GREVILLEA NCN DWARF MAT RUSH NCN DEER GRASS	
	LILY OF THE NILE JAPANESE BOXWOOD BLOOD RED TRUMPET VINE ESCALLONIA JAPANESE ARALIA DAYLILIES GIANT LILY TURF DWARF HEAVENLY BAMBOO NEW ZEALAND FLAX DWARF PHILODENDRON BIRD OF PARADISE ASIAN JASMINE	
	FALSE HEATHER LILY OF THE NILE DAYLILIES	
	COMMON YARROW DEER GRASS PINK FLAMINGO MUHLY	

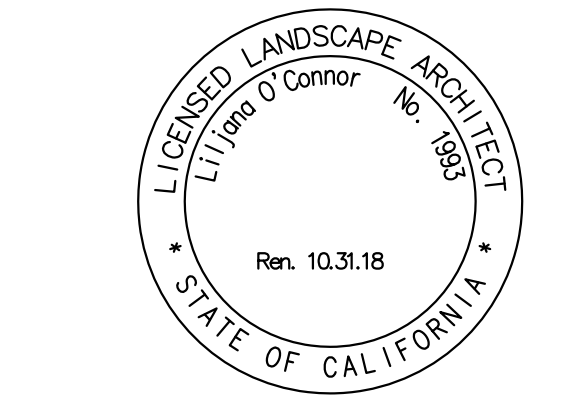
GENERAL NOTES

- ALL PLANTING AND IRRIGATION SHALL CONFORM TO THE LANDSCAPING STANDARDS OF THE CITY OF LAGUNA HILLS.
- IRRIGATION: AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED FOR PROPER IRRIGATION, DEVELOPMENT AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED. THE IRRIGATION SYSTEM WILL INCLUDE A COMBINATION OF DRIP AND OVERHEAD SPRAY SYSTEMS.

ALL PLANTED AREAS WILL BE IRRIGATED USING LOW PRECIPITATION SPRINKLERS, WATER MONITORING DEVICES, CHECK VALVES AND APPROPRIATE WATER CONSERVING EQUIPMENT.
- MAINTENANCE: ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER. THE SLOPE AREA ADJACENT TO THE SINGLE FAMILY HOMES ALONG BENTLEY LANE SHALL BE MAINTAINED BY THE OWNER. LANDSCAPE AREAS WITHIN THE PUBLIC ROW SHALL BE MAINTAINED BY THE OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.

PARTERRE
SITE PLANNING
URBAN DESIGN
LANDSCAPE ARCHITECTURE
1221 HAYES AVENUE
SAN DIEGO, CALIFORNIA 92103
PHONE: (619) 296-3713
FAX: (619) 296-3702

ActivCare Laguna Hills
ActivCare Living
Laguna Hills, California



DRAWN:
CHECKED:
ISSUED:

ACTIVCARE - 06/15/18
ACTIVCARE - 09/05/18
ACTIVCARE - 09/27/18

PROJECT NO.
SHEET TITLE
CONCEPTUAL
LANDSCAPE
PLAN

SHEET NO.
L-1



Attachment 7

Tentative Parcel Map

TENTATIVE PARCEL MAP 2018-182

ASSESSOR PARCEL NUMBER:

620-231-08-00
620-231-09-00

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAGUNA HILLS, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A: APN(s): 620-231-10

PARCEL 2 OF THAT CERTAIN PARCEL MAP, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, FEBRUARY 24TH, 1975.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF THAT CERTAIN LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 30, 1959 IN BOOK 5035, PAGE 383 OFFICIAL RECORDS, SAID POINT BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN LAND DESCRIBED IN DEED TO CAPISTRANO HIGHLANDS, RECORDED JULY 15TH, 1964 IN BOOK 7134, PAGE 254 OF SAID OFFICIAL RECORDS, THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LAND SOUTH 14° 40' 53" WEST 1074.10 FEET, THENCE SOUTH 75° 19' 07" EAST 60.65 FEET TO A POINT IN THE EASTERLY LINE OF PARCEL NO. 171 AS DESCRIBED IN THE DEED TO THE COUNTY OF ORANGE RECORDED SEPTEMBER 22, 1972 IN BOOK 10339, PAGE 462 OF SAID OFFICIAL RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 75° 19' 07" EAST 50.00 FEET; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN SAID EASTERLY LINE OF PARCEL NO. 171 SAID POINT BEING DISTANT THERON NORTH 14° 40' 53" EAST 20.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE SOUTH 14° 40' 53" WEST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

ACCESS STATUS:

EXISTING DRIVEWAYS OFF OF ALICIA PARKWAY, PASEO DE ALICIA, AND BENTLEY.

APPLICANT:

KEVIN MORIARTY
ACTIVCARE LIVING INC.
9619 CHESAPEAKE DRIVE, SUITE 103
SAN DIEGO, CA 92123

KEVIN MORIARTY DATE

ENGINEER:

CORY SCHRACK
NASLAND ENGINEERING
4740 RUFFNER STREET
SAN DIEGO, CA 92111

SITE ADDRESS:

24888 ALICIA PARKWAY
LAGUNA HILLS, CA 92653

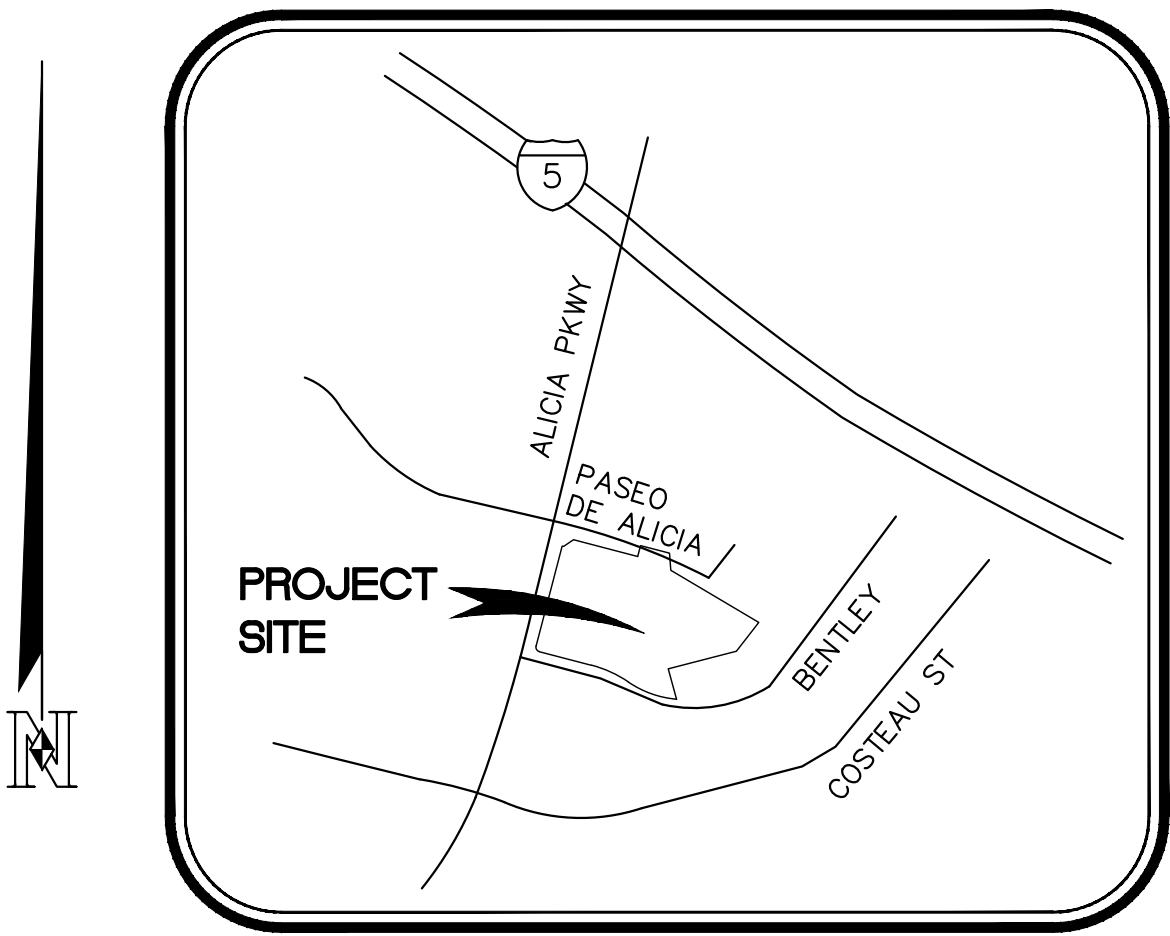
SOURCE OF TOPOGRAPHY:

AERIAL SURVEY

OWNER:

MATTHEW PHILLIPS
EMJ LTD.
20 PAMELA WAY
COTO DE CAZA, CA 92679

MATTHEW PHILLIPS DATE



VICINITY MAP
NO SCALE

DEVELOPER SHALL COMPLY WITH ALL RECOMMENDATIONS OUTLINED IN THE PHASE 2 ENVIRONMENTAL SITE ASSESSMENT BY LEIGHTON AND ASSOCIATES DATED MAY 8, 2014.

THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF A PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTANCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE AN APPROVAL TO PERFORM ANY GRADING SHOWN HEREON, AND AGREES TO OBTAIN VALID GRADING PERMISSIONS BEFORE COMMENCING SUCH ACTIVITY.

WATER DISTRICT:

MOULTON NIGUEL WATER DISTRICT

SEWER DISTRICT:

MOULTON NIGUEL WATER DISTRICT

FIRE DISTRICT:

ORANGE COUNTY FIRE AUTHORITY

SCHOOL DISTRICT:

SADDLEBACK VALLEY UNIFIED

BENCHMARK:

ORANGE COUNTY SURVEYOR B.M. NO. 3HH-3-77

DESCRIBED BY OCS 2003 - FOUND 3 3/4" ALUMINUM BENCHMARK DISK STAMPED "3HH-3-77". SET IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 22 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE SOUTHERLY SIDE OF ALICIA PARKWAY, 51 FT, SOUTHEASTERLY OF THE CENTERLINE OF ALICIA, 0.6 MILES NORTHEASTERLY OF THE CENTERLINE OF PASEO DE VALENCIA AND 315 FT. SOUTHWESTERLY OF THE CENTERLINE OF COSTEAU STREET. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

ELEVATION =340.572 FEET (NAV088)(ADJ. 1995)

BASIS OF BEARINGS:

THE CENTERLINE OF PASEO DE ALICIA, BEING NORTH 75°19'07" WEST PER MAP RECORDED IN BOOK 108, PAGES 37 AND 38, INCLUSIVE OF PARCEL MAPS, RECORDS OF ORANGE COUNTY.

LAND USE/ZONING:

ZONING NEIGHBORHOOD MIXED USE (NMU)

DATE: 01/18/2019

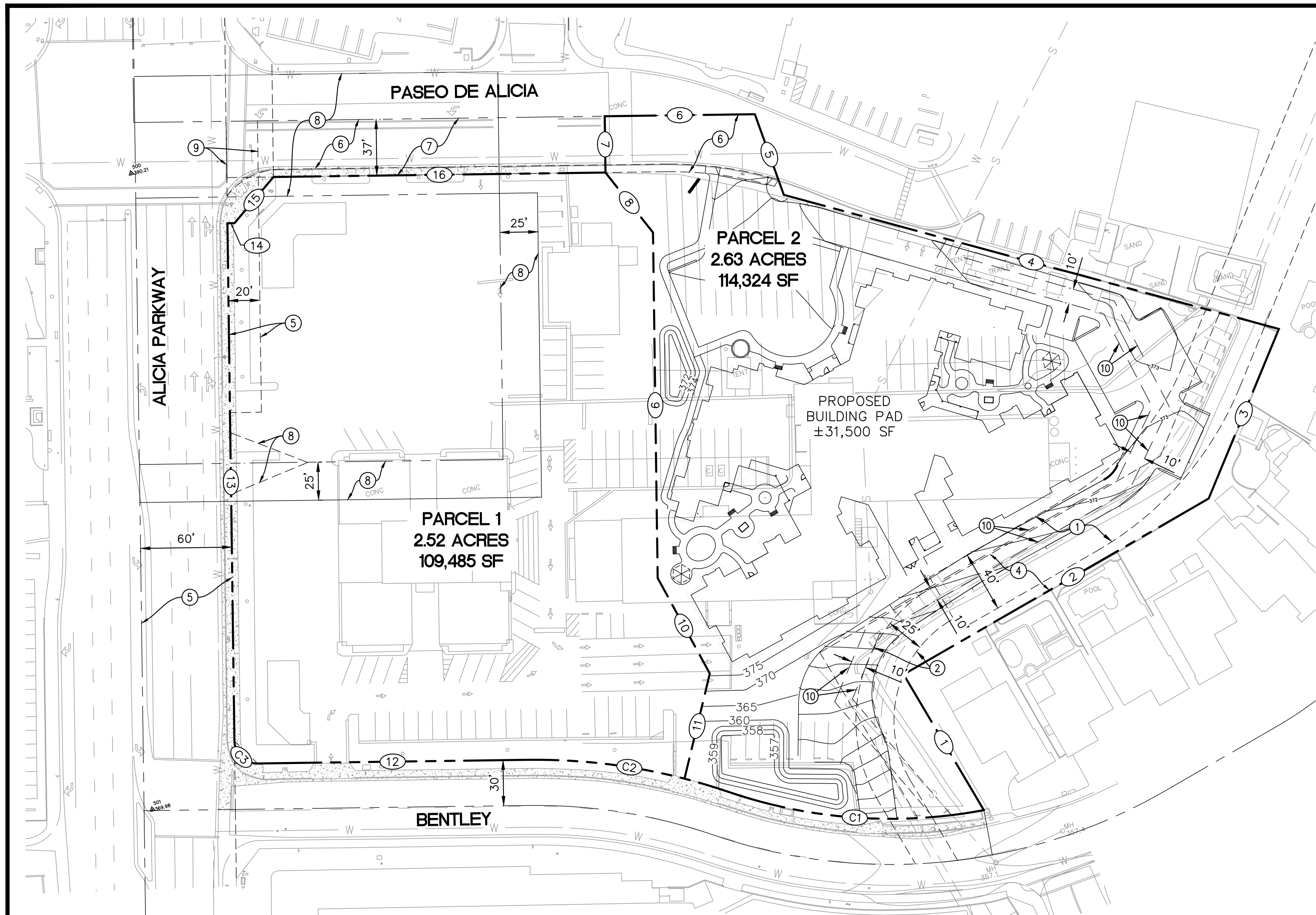


ACTIVCARE LAGUNA HILLS
ALICIA PARKWAY
LAGUNA HILLS, CALIFORNIA

Nasland
Civil Engineering
Surveying
Land Planning
N.E. JOB No. 317-029.1

T (858) 292-7770
4740 Ruffner Street
San Diego, CA 92111
nasland.com

TENTATIVE PARCEL MAP 2018-182



LEGEND:

- EXISTING PROPERTY LINE
- PROPOSED LOT LINE
- EXISTING EASEMENT
- EXISTING CONTOUR 300
- PROPOSED CONTOUR 300
- EXISTING EASEMENT FLAG (SEE BELOW) ①

EARTHWORK QUANTITIES:

GROSS AREA	5.14 ACRES
DISTURBED AREA	99,500 SQ FT
GRADED AREA	99,500 SQ FT
CUT QUANTITIES	920 CYD
FILL QUANTITIES	7,000 CYD
IMPORT	6,080 CYD

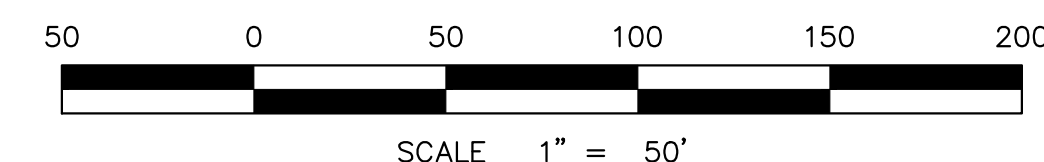
EXISTING EASEMENT DESCRIPTION:

- ① AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED FEBRUARY 20, 1975 AS BOOK 11343, PAGE 401 OF OFFICIAL RECORDS.
- ② AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 22, 1972 AS BOOK 10339, PAGE 462 OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR SLOPES, DRAINAGE PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO LA CUESTA VERDE, RECORDED DECEMBER 10, 1971 AS BOOK 9920, PAGE 670 OF OFFICIAL RECORDS.
- ⑤ AN EASEMENT FOR ALICIA PARKWAY, ROAD AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 22, 1972 AS BOOK 10339, PAGE 364 OF OFFICIAL RECORDS.
- ⑥ AN EASEMENT FOR SEWER LINES, WATER TRANSMISSION PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO MOULTON-NIGUEL WATER DISTRICT, RECORDED AS BOOK 12175, PAGE 659 OF OFFICIAL RECORDS.
- ⑦ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED DECEMBER 16, 1977 AS BOOK 12496, PAGE 1240 OF OFFICIAL RECORDS.
- ⑧ AN EASEMENT FOR INGRESS, PUBLIC UTILITY PURPOSES, SLOPE AND DRAINAGE PURPOSES, RECORDED IN BOOK 10472, PAGE 345 OF OFFICIAL RECORDS.
- ⑨ AN EASEMENT FOR STREET, HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED FEBRUARY 14, 19897 AS BOOK 12069, PAGE 1571 OF OFFICIAL RECORDS.
- ⑩ AMENDMENT TO SEWER EASEMENT PER RECORDED DOCUMENT 2019000001140 DATED JANUARY 03, 2019.

LOT LINE DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	N15°08'07"W		103.59
2	N75°29'38"E		231.41
3	N37°57'20"E		120.59
4	N59°23'08"W		337.05
5	N4°16'58"W		56.32
6	N75°18'25"W		98.68
7	S14°38'05"W		37.05
8	S22°56'50"E		50.21
9	S14°41'14"W		227.05
10	S13°10'14"E		71.50

LOT LINE DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
C3	90.00	15.00	23.56'
C2	19.68	390.00	133.94'
C1	29.58	330.00	170.35'
11	S28°59'39"W		71.07
12	N75°18'53"W		177.61
13	N14°41'07"E		340.21
14	S75°18'53"E		4.65
15	N55°36'40"E		39.69
16	S75°18'25"E		218.19

ALL EXISTING BUILDINGS WILL BE DEMOLISHED PRIOR TO FINAL MAP APPROVAL.



DATE: 01/18/2019



ACTIVCARE LAGUNA HILLS
ALICIA PARKWAY
LAGUNA HILLS, CALIFORNIA



Nasland

N.E. JOB No. 317-029.1

Civil Engineering
Surveying
Land Planning

T (858) 292-7770
4740 Ruffner Street
San Diego, CA 92111
nasland.com

TPM: 2018-182



Attachment 8

Neighborhood Outreach Handout

DEC 10 2018

CITY OF LAGUNA HILLS

Hi Neighbor! As a Laguna Hills resident, you are likely familiar with the former Mazda dealership on Alicia Parkway near the I-5 ramps. This roughly five-acre site is in the process of being divided into two parcels, each of which will be approximately 2.5 acres.

We are ActivCare Living, and in the very near future, our application to build a single-story, 31,500 square foot residential memory care community will be considered by the Laguna Hills City Council. This proposed 72-bed facility (see the rendering below) will be on the back half of the former auto dealership, at the east end of Paseo de Alicia.

ActivCare Living has been providing memory care services for seniors with Alzheimer's for more than 30 years, and we currently have communities in Yorba Linda, Long Beach, Carlsbad, Chula Vista and San Diego. Our newest community is under construction in the City of Orange.

We have designed the project to be considerate of the adjacent single-family homes to the southeast of us, which are substantially lower than our property. We have set the building back a considerable distance from the property line, with fencing and landscaping employed to create a natural buffer. Traffic trips will be extremely minimal since none of our residents will have automobiles.

Once our building permits are approved (hopefully by early Summer 2019), there will be a 12 to 14 month construction period before the community is completed.

We are eager to begin serving the senior residents of Laguna Hills and their families by meeting a critical need in the community for quality memory care. Did you know:

- More than 10,000 residents 85 or older live within five miles of this site
- Only two dedicated memory care facilities exist within five miles, offering a combined total of just 140 beds

We are looking forward to the City's consideration and approval of our application. Your interest in this project and any questions are welcome and appreciated! For more information, please contact Kevin Moriarty, CEO of ActivCare Living, at (858) 565-4424, ext. 310 or via email at kevin@activcareliving.com.



ORDINANCE NO. 2019-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 7-18-4244, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE AMENDING CHAPTER 9-64 (COMMUNITY CARE FACILITIES) TO PERMIT RESIDENTIAL CARE FACILITIES FOR THE ELDERLY (7+ OCCUPANTS) SUBJECT TO A CONDITIONAL USE PERMIT WITHIN THE NEIGHBORHOOD MIXED USE ZONING DISTRICT

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

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and,

WHEREAS, ActivCare Living, Inc. (Applicant) has filed an application with the City's Community Development Department to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway; and,

WHEREAS, in association with its development application, the Applicant has requested that the City Council amend the LHMC to permit Residential Care Facilities for the Elderly (7+ occupants) within the Neighborhood Mixed Use zoning district subject to approval of a Conditional Use Permit; and,

WHEREAS, this Ordinance is an applicant-initiated zoning text amendment subject to Chapters 9-90 and 9-92 of the LHMC; and,

WHEREAS, the City Council and Planning Agency adopted a Joint Resolution of the City Council of the City of Laguna Hills and the Planning Agency of the City of Laguna Hills adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway; and,

WHEREAS, the City Council and Planning Agency have held a duly noticed joint public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a duly noticed public hearing held on March 12, 2019.

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

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

SECTION 2. The City Council and Planning Agency adopted a Joint Resolution of the City Council of the City of Laguna Hills and the Planning Agency of the City of Laguna Hills adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a request by ActivCare Living, Inc. to construct an approximately 31,500 square foot Residential Care Facility for the Elderly at 24888 Alicia Parkway.

SECTION 3. The following findings for approving Zoning Text Amendment No. 7-18-4244 are hereby made in accordance with Section 9-92.080(A) of the Laguna Hills Municipal Code:

1. That the zoning text amendment is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof.

The Neighborhood Mixed Use land use designation, as defined by the General Plan, provides areas for a variety of different, compatible land uses to exist in proximity to one another. The intent of the Neighborhood Mixed Use designation is to create attractive neighborhood-level centers that promote a more active, vibrant street life; increase pedestrian activity and reduce vehicular traffic; provide storefront style shopping streets; that provide a variety of compact, multi-family housing types close to jobs and services; and/or encourage walking and social interaction. Within the Neighborhood Mixed Use designation, the General Plan has identified that appropriate land uses include mid-box anchors; administrative and professional uses; grocery and specialty stores; business support uses; eating and drinking establishments; cinemas; personal services; residential condominiums, apartments, and townhomes; and mixed use structures. Adding Residential Care Facilities for the Elderly as an allowable use in the Neighborhood Mixed Use zoning district is consistent with those goals and objectives and will expand the types of facilities and services available within the community for residents with special care needs. Allowing the use only upon approval of a Conditional Use Permit will enable the City to impose reasonable limitations on the use, and the proposed zoning text amendment ensures development of Residential Care Facilities for the Elderly will maintain compatibility with adjoining uses in the area, and will reduce or eliminate potentially harmful impacts between care facilities and existing

neighborhoods, such as noise, traffic, light and glare, and other operational impacts.

2. That the zoning text amendment is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses.

The proposed introduction of Residential Care Facilities for the Elderly within the Neighborhood Mixed Use zoning district further expands compatible uses within the zone while creating a regulatory foundation that will allow the use by Conditional Use Permit to ensure the City can place reasonable controls on the use to reduce impacts (e.g., loading/unloading locations, screening, light and glare, on-site circulation) in a manner that will not be detrimental to surrounding land uses. Furthermore, the operation of any Residential Care Facility for the Elderly will require a Site Development Permit, which may be subject to review by the Planning Agency and regulated by conditions of approval, which will be used to control site design and aesthetic impacts, and will ensure that any proposed facilities are compatible with surrounding uses.

3. That the zoning text amendment is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The introduction of Residential Care Facilities for the Elderly to the Neighborhood Mixed Use zoning district as a conditionally permitted use will provide property and business owners additional land use development opportunities, and would not have a negative impact upon property development rights. An Initial Study/ Mitigated Negative Declaration prepared to analyze the potential impacts of adding Residential Care Facilities for the Elderly to the Neighborhood Mixed Use zoning district determined there would be no significant impacts on the environment as a result of the proposed zoning text amendment.

4. That the zoning text amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category.

This Ordinance establishes Residential Care Facilities for the Elderly in the Neighborhood Mixed Use zoning district as a conditionally permitted use. Within the Neighborhood Mixed Use land use designation, appropriate land uses include business, medical, and professional/administrative offices, restaurants, and retail sales. Other than supportive housing and transitional housing

serving six or fewer individuals, the NMU zoning district does not currently permit community care facilities. The proposed amendment to the Zoning Code would enhance the type of community care facilities available to the residents of Laguna Hills and expands the types of facilities available within the community for residents with special care needs by allowing Residential Care Facilities for the Elderly (7 or more occupants) to the NMU zoning district with approval of a Conditional Use Permit.

5. That the zoning text amendment is necessary to protect the general health, safety, or general welfare of the community as a whole.

The introduction of Residential Care Facilities for the Elderly to the Neighborhood Mixed Use zoning district will provide property and business owners additional land use development opportunities, adjusting the City's zoning code to meet a growing demand for dementia care within the community. Furthermore, requiring a Conditional Use Permit for the operation of Residential Care Facilities for the Elderly will allow the City to exercise its police power to protect the health, safety, and welfare of its residents by having the authority to place reasonable controls on the use to reduce impacts such as from loading/unloading locations, screening, light and glare, and on-site circulation. Impacts on the surrounding neighborhoods will be evaluated as part of the Conditional Use Permit review process on a case-by-case basis and regulated by site plan review and conditions of approval.

SECTION 4. Section 9-64.040(B)(2) of Chapter 9-64 (Community Care Facilities) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended and restated in its entirety to read as follows:

“Community care facilities for seven or more individuals are permitted in the village commercial and mixed use zones subject to a conditional use permit and are subject to the development standards of the zone in which the facility is located. Residential Care Facilities for the Elderly are also permitted in the neighborhood mixed use zone subject to a conditional use permit and are subject to the development standards of that zone.”

SECTION 5. Table 9-64.040 (Required Permit for Community Care Facilities 7+ Occupants) of Chapter 9-64 (Community Care Facilities) of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), is hereby amended in part to read as follows:

Land Use	Zone(s)	Permitted	Conditionally Permitted	Permits Required
Residential care facility for the elderly	- Village commercial - Mixed use - Neighborhood Mixed Use		X	Conditional use permit

- SECTION 6. This Ordinance shall take effect on _____, 2019, the 31st day following the adoption of this Ordinance by the City Council.
- SECTION 7. This Ordinance shall not take effect unless and until Resolution No. PA2019-X Approving Site Development Permit/Conditional Use Permit/Tentative Parcel Map No. 7-18-4244 takes effect.
- SECTION 8. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.
- SECTION 9. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.
- SECTION 10. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of April 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Ordinance (1813 : Second Reading & Adoption of Ordinance - ZTA-7-18-4244)

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 Ordinance No. 2019-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 12th day of
March 2019, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the _____ day of April 2019, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1813 : Second Reading & Adoption of Ordinance - ZTA-7-18-4244)

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2019-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 7-18-4244, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE AMENDING CHAPTER 9-64 (COMMUNITY CARE FACILITIES) TO PERMIT RESIDENTIAL CARE FACILITIES FOR THE ELDERLY (7+ OCCUPANTS) SUBJECT TO A CONDITIONAL USE PERMIT WITHIN THE NEIGHBORHOOD MIXED USE ZONING DISTRICT

on the 21st day of March 2019, and on the ____ day of April 2019, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 15th day of March 2019, and the ____ day of April 2019, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1813 : Second Reading & Adoption of Ordinance - ZTA-7-18-4244)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

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

RECOMMENDATION: That the City Council: (1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and (2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2018 to January 2019.

SUMMARY:

In 2012, the City entered into a Development Agreement with Laguna Hills Investment Company for the redevelopment of the Oakbrook Village Shopping Center. In 2014, Laguna Hills Investment Company assigned an interest in the Development Agreement to Oakbrook Urban Village I, LLC, the developer of the Phase 1 residential portion of the Project. In 2015, the City and the two property owners entered into Amendment No. 1 to the Development Agreement. In 2016, the City and the two property owners entered into Amendment No. 2 to the Development Agreement. The Development Agreement, as amended, provides for a general renovation program for the shopping center, including the establishment of a mixed-use residential development within the property, along with significant property improvements. The project is more specifically described below.

The Municipal Code and the Development Agreement provide for the City Council

annually review the Owners' good faith compliance with the terms of the Development Agreement. To support the City's determination, the Owner has provided a description of the activities it has undertaken to comply with the Agreement. These activities are described in **Attachment 1**.

Staff has reviewed the list of activities identified in the progress letter and agrees that the Owner has complied in good faith with the Agreement. Additionally, staff has met several times with the Laguna Hills Investment Company and has been in regular contact with them during the past year to ensure that the Applicant continues to make progress in implementing the project.

AUTHORITY:

Section 9-84.060 (Periodic Review) of the Laguna Hills Municipal Code states:

"Each development agreement shall be reviewed annually by the City Council to determine compliance with provisions contained therein. A report of the findings of that review shall be made a part of the project record. Each developer or owner of land subject to a development agreement shall provide written data and report to the Community Development Director demonstrating compliance with the terms and conditions of the agreement."

Section 18 of the Development Agreement also provides for the City's periodic review, at least every 12 months, of the Owners' good faith compliance with the terms of the Development Agreement. At the time of each review, the property owner is to submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of the Development Agreement. The City Council then determines whether or not the property owner has, for the period under review, complied in good faith with the terms and conditions of the Development Agreement.

BACKGROUND:

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, 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 approximately 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), village greens, 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.

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.

On November 27, 2012, the City Council adopted Ordinance No. 2012-4 approving a Development Agreement between the City and the Laguna Hills Investment Company 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 Development Agreement contains specific provisions regarding the timing of development of Phase 1 components of the Project, the provision of public art, and the completion of required public improvements. 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.

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.

On April 24, 2014, Laguna Hills Investment Company assigned an interest in the Development Agreement to Oakbrook Urban Village I, LLC, as described and as set forth in that certain Assignment of Development Agreement dated April 24, 2014, as recorded

Annual Development Agreement Review with the Laguna Hills Investment Company
April 9, 2019
Page 4

in the Official Records, Orange County, Clerk Recorder, on April 2, 2014, bearing document number 2014000157001.

On July 8, 2014, the City Council approved Operating Memorandum No. 1 to the Development Agreement to clarify certain matters pertaining to the provision of public art in conjunction with the project. Under operating Memorandum No. 1, the deadline for the installation of the public art was moved from the first residential Certificate of Occupancy to the last residential Certificate of Occupancy.

Laguna Hills Investment Company 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. 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. On February 24, 2015, the City Council 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.

On July 14, 2015, the City Council approved the First Amendment to the Operating Memorandum No. 1 to the Development Agreement, which modified Section 3.4 of the Operating Memorandum to require that the public art for Phase 1, specified in the approved Final Public Art Plan, be furnished and installed by the Owner prior to October 31, 2016.

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. 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. On March 22, 2016, the City Council adopted Ordinance No. 2016-2 approving Amendment No. 2 to

Annual Development Agreement Review with the Laguna Hills Investment Company
April 9, 2019
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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.

On March 22, 2016, the Planning Agency and 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 August 23, 2016, the City Council approved the Second Amendment to Operating Memorandum No. 1 to the Development Agreement, which further extended the date to furnish and install the public art for Phase 1 to February 28, 2017.

On February 27, 2017, the City Council approved the Third Amendment to Operating Memorandum No. 1 to the Development Agreement. The Amendment extended the date by which the Owner was required to have furnished and installed the public art for Phase 1 to April 30, 2017.

In August 2017, the Owner submitted an application for 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, (c) to modify the parking area and construct the relocated Parking Lot Paseo #2 and new East-West Parking Lot Paseo 2A described in Amendment No. 2 to the Development Agreement; and (d) to amend the Master Sign Program for the Oakbrook Village mixed-use commercial center (collectively, the “2018 Project”). On April 10, 2018, the Planning Agency and City Council adopted Resolution No. PA2018-04-10-1 approving the 2018 Project, subject to specified conditions of approval.

On September 6, 2018, the City issued building permits (COM-11-17-15833, 15834, 15836) to begin construction on the 2018 Project. The vacant 7,800 square foot Lone Star restaurant building was demolished, and construction of two new commercial/retail buildings (approximately 20,650 square feet total) and associated parking lot improvements began in late 2018. Landscaping installation is nearing completion, and construction of the 2018 Project is scheduled to be completed in early April 2019. To date, construction of the 2018 Project has been completed in compliance with the conditions of approval for the 2018 Project.

Summary of Improvements Completed To Date

To date, the mixed-use building containing 289 residential units above ground-floor commercial tenant spaces (Reata), the Phase 1 Village Green, the required façade upgrades of the remaining buildings, and certain pedestrian paseos and other required Phase 1 Public Improvements have been completed. In addition, in April 2017, the public art piece approved by the City Council was installed at the Plaza Green of the Reata Apartments and serves as a community gathering place.

Future improvements remaining to be completed include the following:

- Development of the second Deferred Retail Pad. Pursuant to Section 5.4.2 of the Development Agreement, this may be completed at any time prior to, or concurrently with, development of Phase 2.
- Hillside Pedestrian Paseo. Pursuant to Section 4.B of Amendment No. 2 to the Development Agreement, the Hillside Pedestrian Paseo are to be completed on or before (a) the date that is six (6) months after the date the City issues the first certificate of occupancy for a new commercial building on the Five Lagunas Property adjacent to Oakbrook Village in the approximate location identified as “Building B” on Exhibit D to Amendment No. 2, or (b) December 28, 2023, whichever occurs first. To date, the referenced “Building B” on the Five Lagunas Property has not yet been built.
- Improvements Along North Property Line other than the Hillside Pedestrian Paseo. Pursuant to Section 4.C of the Amendment No. 2 to the Development Agreement, in lieu of construction of a pedestrian trail, Owner is to plan and construct new, enhanced landscape improvements and vehicular and pedestrian connections at the north Property line, which create coordinated and compatible linkages at the north Property boundary line between Oakbrook Village and the Five Lagunas Property. This will require coordination and cooperation between the Owners and the owners of the Five Lagunas Property and approval of Subsequent Development Approvals by the City. Pursuant to Amendment No. 2 to the Development Agreement, these improvements are to be completed on or before (a) the date that is six (6) months after the date the City issues the first certificate of occupancy for a new residential building on the Five Lagunas Property near Oakbrook Village in the approximate location identified as “Building A” on Exhibit D to Amendment No. 2, or (b) December 28, 2023, whichever occurs first. Amendment No. 2 to the Development Agreement also

provides for the Owners to submit a complete application for Subsequent Development Approvals to construct these north property line improvements on or before (a) the date that is 180 days after the date on which the City approves entitlements for construction of the referenced Building “A” on the Five Lagunas Property, or (b) March 2, 2017, whichever occurs last. Although the City approved the Five Lagunas Project in March 2016, a Final Map that would allow for the development of the referenced “Building A” has not yet been submitted by the owners of the Five Lagunas Property.

- The Phase 2 improvements. These are currently contemplated to include, without limitation: (i) a maximum of 200 additional multi-family residential units; (ii) a minimum of 27,000 square feet of new retail space within the residential/retail mixed-use structures or on other areas on the Property; (iii) such additional new retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space on the Property; (iv) an approximately 7,000 square foot secondary village green area directly adjacent to the Phase 1 village green area; (v) a potential reconstructed north-south pedestrian paseo pursuant to Section 6.A of Amendment No. 2 to the Development Agreement; (vi) a potential new east-west pedestrian paseo pursuant to Section 6.B of Amendment No. 2 to the Development Agreement; and (vii) new light poles pursuant to Section 6.C of Amendment No. 2 to the Development Agreement. Pursuant to Section 5.4.4 of the Development Agreement, in the event the Owners elect to proceed with the development of Phase 2, they must apply for all Phase 2 Project Approvals simultaneously.

Attachment 1 identifies a list of activities the Owner believes demonstrates its good faith compliance with the terms of the Development Agreement. The information submitted by the Owner in Attachment 1 provides the City Council with sufficient information to determine that the Owner has complied with the terms and conditions of the Development Agreement for this review period. All improvements provided to date are considered part of Phase 1 under the Development Agreement.

ATTACHMENTS:

- Attachment 1 - February 13, 2019 Letter from Fritz Duda Company



Real Estate Investment Builders • Developers

January 7, 2019
February 13, 2019 (UPDATED)

David Chantarangsu
Community Development Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Re: Development Agreement for the Oakbrook Village Shopping Center Mixed-Use Project
dated December 28, 2012 ("Development Agreement")

Dear David:

Pursuant to Section 18.2 of the Development Agreement, Laguna Hills Investment Company hereby submits the following summary (attached hereto) of our development activities during the calendar year, 2018, constituting good faith compliance with the terms of the Development Agreement, First Amendment to the Development Agreement and Second Amendment to the Development Agreement and Site Development Permit/Master Sign Program Amendment 8-17-3965 Approved by Resolution PA2018-04-10-1 on April 10, 2018

Please let me know if you have any questions or need any further information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul C. Bernard', is written over a light blue circular stamp.

Paul C. Bernard
Vice President, Western Region

Cc: Fritz L. Duda, President, Laguna Hills Investment Company
Donald J. White, City Manager
Gregory E Simonian, City Attorney
Rob Winkel
Jay Wu, Senior Planner

Summary of Owner Compliance with the Terms and Conditions of the Development Agreement, Dated December 28, 2012, By and Between the

City of Laguna Hills ("City") and Laguna Hills Investment Company ("Owner")

January 8, 2019 (for full calendar year, 2018)

Phase 1 and Phase 1 Public ImprovementsDescription of Scope per Paragraphs 1.23and 1.25 of Development AgreementParagraph 1.23 (Phase 1)Description of Compliance Activity

(i) Demolition of 82,730sf of existing retail space

Completed in July, 2014.

(ii) Construction of Deferred Retail Pads plus 9,000sf

Planning deferred subject to market conditions and completion of Phase I multifamily. Pursuant to Section 5.4.2 of the Development Agreement and Recital J of the Second Amendment to the Development Agreement dated April 22, 2016, Owner may submit an application for Subsequent Development Approvals for the development of two new retail structures depicted as Buildings "A1" and "A2" on Exhibit E of the Second Amendment. Owner anticipates submitting for Approvals in the first quarter of 2017 for these buildings. Site Development Permit/Master Sign Program Amendment 8-17-3965 Approved by Resolution PA2018-04-10-1 April 10, 2018. Construction started in August 2018 with anticipated completion in March of 2019. Tenants should start opening in June/July, 2019.

(iii) Renovation of all retail building facades except D&E

Building B exterior façade remodel completed July, 2014. Building H (Trader Joe's) exterior façade remodel completed on December 21, 2015. Buildings A, C, P and Q façade remodel completed in November 2016 as required under the Second Amendment to the Development Agreement dated April 22, 2016. All building under section 1.23 Phase 1 (iii) have now been completed.

(iv) Construction of 289 multi-family residential units

Completed November 2016. CoFo granted by the city of Laguna Hills on December 12, 2016

(v) Construction of Phase 1 Public Improvements

(See below).

Site Development Permit/Master Sign Program Amendment 8-17-3965 Approved by Resolution PA2018-04-10-1 April 10, 2018. Construction started in August 2018 with anticipated completion in March of 2019. Tenants should start opening in June/July, 2019.

Description of Compliance Activity

- required per Existing Land Use Regulations

Attachment: Attachment 1 - February 13, 2019 Letter from Fritz Duda Company (1836 : Annual Development Agreement Review with the Laguna
Development Approvals and conditions of approval to the Existing
Completed.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019
TO: Mayor and Council Members
FROM: David Chantarangsu
Community Development Director
ISSUE: 2018 General Plan Annual Progress Report

RECOMMENDATION: That the City Council receive the report and direct staff to forward the 2018 General Plan Annual Progress Report and Annual Element Progress Report-Housing Implementation to the State of California Department of Housing and Community Development (HCD).

SUMMARY:

State law requires each city to submit an annual progress report to the state describing steps it took to implement its General Plan during the previous calendar year. In addition to documenting the City's progress for the state, the annual report provides the City Council with a snapshot of how the City implemented the General Plan and also assists the state in understanding how each jurisdiction is progressing toward meeting its housing goals.

Attached is the City's 2018 General Plan Annual Progress Report (APR), which provides the status of the City's General Plan implementation efforts and the purpose of each General Plan Element (i.e. Land Use, Mobility, Conservation and Open Space, Community Services and Facilities, Safety, Noise, and Housing). The activities described in the APR depict the major accomplishments during 2018, and do not reflect every aspect of an adopted goal or policy which may be more routine in nature, such as the accomplishment of daily staff activities that may incrementally contribute to the accomplishment of a goal or policy.

BACKGROUND:

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

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

Previously, there were no consequences if a local government failed to prepare an Annual Report. However, with the enactment of SB 375, failure to comply with the reporting requirements can now lead to court injunctions and sanctions. The APR must be forwarded to the HCD and the Governor's Office of Planning and Research within 60 days of April 1st of each year. Failure to file an APR could also limit the City's ability to review certain types of new housing projects as specified by state law in Government Code Section 65913.4.

The State of California has created a standardized format that each city is expected to use in preparing an annual report on the status of the Housing Element and the City's progress in implementing its goals and programs. These forms are included in the City's APR. Following the City Council's review of the 2018 APR, staff will forward the APR to the State of California as required.

CEQA FINDINGS:

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

ATTACHMENTS:

- Attachment 1 - 2018 General Plan Annual Progress Report



General Plan Annual Progress Report 2018

City of Laguna Hills | Community Development Department

April 9, 2019

24035 El Toro Road, Laguna Hills, 92653

949-707-2600

www.lagunahillsca.gov



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OVERVIEW

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

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

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

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

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

General Plan Background

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

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

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

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

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

DEVELOPMENT ACTIVITY

In 2018, the City reviewed numerous projects through the development review process and participated in numerous planning efforts. The following summaries provide a general overview of the projects, programs, and permits that were reviewed. These summaries are general and are not intended to be exhaustive.

Planning Activity

Noteworthy Projects

- Five Lagunas
 - After beginning various construction and development activities in 2017, Merlone-Geier Partners (MGP), the owner of the former Laguna Hills Mall, had announced in 2018 that it was taking a strategic pause in the redevelopment of the Mall. This action by MGP was prompted by the 2018 closures of Macy's and JC Penney, and all of the businesses in the Mall's interior. MGP is now considering changes to the approved development project. City staff expects to receive a new project plan in 2019.
- Oakbrook Village
 - The owner of Oakbrook Village received approval in 2012 to create a mixed-use development with new retail and residential units. The project intends to turn an aging shopping center into the City's first urban village by demolishing 148,530 square feet of the existing 200,000 square-foot center and replacing it with 489 residential units in multistory buildings and up to 82,574 square feet of new retail space. The project is broken up in two phases, and the development is currently in the first phase. In April, 2018, the City Council approved the demolition of a vacant 7,800 square foot restaurant building and the construction of an approximately 21,000 square foot building. The new building will accommodate a Trader Joe's store, which will relocate from across the parking lot, and additional retail space, in addition to other related site improvements. Completion is expected in the second quarter of 2019.
- Moulton Niguel Water District Operations Center
 - The Planning Agency and City Council approved Site Development Permit/Conditional Use Permit/Variance/Zone Text Amendment 6-15-3234, a request by Moulton Niguel Water District to construct a new Operations Center at 26161 Gordon Road. The proposal includes the construction of three new buildings for administrative offices, field crew operations, and vehicle repair, renovation of two existing buildings for warehousing and storage purposes, expansion and relocation of fueling facilities, and vehicle and equipment storage.

Current Planning

- The Planning Agency approved Conditional Use Permit No. 8-17-3947 to establish and operate an indoor vehicle towing and indoor vehicle impound services business at 22912 El Pacifico Drive in the Mixed Use Zoning District.
- The Planning Agency approved Variance/Site Development Permit/Master Sign Program No. 10-17-4014 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 in the Mixed-Use Zoning District.
- The Planning Agency approved multiple Conditional Use Permits for different wireless telecommunication carriers to construct and operate new small cell communication facilities constructed on streetlight standards at multiple locations in the public right-of-way.

Advanced Planning

- The City Council adopted Zone Text Amendment No. 8-17-3966, an amendment to the Laguna Hills Municipal Code to allow apiaries as a permitted use in the Estate Residential District subject to certain provisions and to add property maintenance standards related to apiaries.
- The City Council adopted Zoning Text Amendment No. 2-17-3777, an amendment to the Laguna Hills Municipal Code to ensure consistency with Title 13 (Animals) of the Laguna Hills Municipal Code.
- The City Council adopted Zoning Text Amendment No. 1-17-3757, an amendment to the Laguna Hills Municipal Code to allow Accessory Dwelling Units in Residential Zoning Districts in accordance with State law.

New Businesses

- In an effort to promote a business-friendly environment, the City has emphasized providing resources and support for the local business community and to businesses looking to locate in the City. Consequently, the Community Development Department has met with several commercial property owners and has maintained a regular dialogue regarding issues that impact parking, leasing, uses, and signage. In addition, staff has assisted several owners in evaluating conceptual plans for remodeling activities.

With the support of the Community Development Department, several businesses have been able to locate in the City, including BLS Salon, Fit Body Boot Camp, Solo Ice Cream, and Second Reef Deli, among others. By providing assistance to businesses regarding best practices in

obtaining zoning permits necessary to begin tenant renovations, staff has contributed to processes that support businesses.

Building Permit Activity

- In 2018, the Building Division issued approximately 1,674 building. General remodeling activity in residential (339 permits) and commercial (93 permits) properties continues to drive building activity in the City. The City continues to complete over 96% 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 5,343 inspections. Staff estimates that it provided service to over 2,759 customers in 2018, and customer service responses received indicate a high satisfaction rate with the City's building services.

Code Compliance Activity

- The City Council approved the use of Administrative Citations for the City's code enforcement efforts in its building, zoning, and property maintenance codes. Staff anticipates that the new program will help reduce the City's cost of Code Enforcement by using Administrative Citations to gain code compliance instead of through criminal or civil prosecution of code enforcement matters through the City Attorney's office.
- In 2018, 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 115 calls for service, while complaints regarding commercial properties resulted in less than 54 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 17 open cases that were being monitored for compliance.

GENERAL PLAN ELEMENTS

General Plan Implementation Status

The tables below analyze selected General Plan programs and policies that made notable progress in 2018. These are not a comprehensive list of all programs, policies, and action items in the General Plan; many are under ongoing implementation, and may not be listed here. As the majority of the General Plan policies and related items have been implemented through the adoption of ordinances or resolutions, incorporated into the regular governmental activities of the respective departments, or included in development proposals as they are reviewed for consistency with the City's policies, the purpose of providing the implementation statuses below is simply to highlight annual progress. A comprehensive list of all General Plan policies and action items with status and/or implementation can be viewed in the General Plan and prior General Plan Annual Progress Reports.

Land Use

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

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

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

Land Use Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	2000	West-side annexation
	2001	Saddleback Valley Unified School District Surplus Property Land Use Designation Change
	2014	“Hospitality Overlay Zone” in North Laguna Hills
	2017	Amend “Hospitality Overlay Zone” to increase the allowable building area
2018 Amendments	None	

Land Use Element Implementation		
Program	LU-1. Balanced Growth Review discretionary development proposals to assess the project’s effect on the community’s jobs/housing balance and fiscal stability. Ensure developments provide their fair share of infrastructure such as utilities, roads, parks, and recreational opportunities or pay in lieu fees toward the development/extension of these facilities.	
	Policies	LU-1.1, 1.2, 1.3
	Status	Ongoing The planning projects approved in 2018, particularly the Oakbrook Village and Moulton Niguel Water District projects, are subject to a variety of development impact fees and in-lieu fees, and have been designed to meet utility and infrastructure requirements. The Oakbrook Village project further intensifies and revitalizes land uses in the Urban Village.
Program	LU-2. CEQA Review Ensure all projects are reviewed and processed per CEQA.	
	Policies	LU-4.6
	Status	Ongoing All projects have been reviewed per CEQA requirements. To further support staff on CEQA review, the Community Development Department conducted an RFP for qualified on-call CEQA consultants, which concluded in Fall, 2018.
Program	LU-5. Community Participation Use the City’s website, newsletters, advertisements, and other measures to inform the community of and encourage participation at civic and community events. Continue to	

	coordinate the City's Traffic and Community Services Commissions, which provide for resident input on these issues.	
	Policies	LU-1.7, 1.8
	Status	Ongoing Staff continues to provide meeting agendas and project information on the City's website. Staff has promoted and advertised community events in creative ways that ensure all segments of the community are encouraged to participate.
Program	LU-6. Compatibility Assessment and Buffering Review discretionary development proposals to assess the compatibility of proposed development with adjacent/surrounding uses and activities. Require site design, buffers, architectural and buffering techniques, and other measures are incorporated into projects to ensure compatibility between uses and activities.	
	Policies	LU-2.5, 2.6, 2.7, 2.8
	Status	Ongoing Planning projects approved in 2018 were assessed for compatibility with the existing built environment. Where required, landscaping buffers, architectural enhancements, additional setbacks, and conditions of approval were required for projects to remain compatible and to minimize impacts to surrounding neighborhoods and land uses.

Mobility

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

Mobility Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	2013	Minor changes made to the Orange County Master Plan of Arterial Highways
	2017	Avenida De La Carlota right-of-way configuration
2018 Amendments	None	

Mobility Element Implementation		
Program	M-1. Mobility Planning and Traffic Analysis Review discretionary development proposals for potential impacts to the mobility and infrastructure systems and to ensure the street system meets City standards. The level of service standards established in the Mobility Element will be used to determine the significance of impacts. Intersection level of service will be determined by the volume to capacity ratio and the Highway Capacity Manual calculations. Mitigation in the form of physical improvements and/or impact fees will be required to reduce the significant impacts. As part of this program, the City will coordinate with local jurisdictions to reduce the impacts of development in Laguna Hills on adjacent jurisdictions.	
	Policies	M-1.3
	Status	Ongoing When applicable, the Public Services Department reviewed planning projects in 2018, and if necessary, required projects to minimize traffic impacts and to incorporate mitigation or payment of “fair share” of improvements.
Program	M-2. Capital Improvement Plan Continue to bi-annually update the City of Laguna Hills Six-year Capital Improvement Program, which complies with the requirements of Measure M and the Congestion Management Program (CMP). The Plan identifies and recommends funding for future improvements to the mobility system, as well as other public facilities, including improvements to the existing pedestrian and bicycle network and landscaping right-of-ways.	
	Policies	M-1.3
	Status	Ongoing The Public Services Department continues to comply with the requirements of the Congestion Management Program as part of the City’s bi-annual budget process.

Housing

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

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

The following Housing goals and programs were implemented in 2018:

- 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 2017 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 2018.

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

Conservation and Open Space

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

Conservation and Open Space Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2018 Amendments	None	

Conservation and Open Space Element Implementation		
Program	COS-2 Adequate Water Supply Implement applicable provisions in the Moulton Niguel and El Toro water districts' Urban Water Master Plans and ensure that adequate water supplies are available to meet the needs of current and future growth, as well as during an emergency event or drought. Support efforts by these agencies to research and employ new technologies that improve water services and/or sustainability of water supplies serving Laguna Hills.	
	Policies	COS-1.2; CSF-5.1, 5.2
	Status	Ongoing As part of both planning entitlement and building permit review processes, staff continues to coordinate with regional water service providers to plan for emergency water services and drought.
Program	COS--7. Air Quality Management Plan Work with the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the Air Quality Management Plan and meet all federal and State air quality standards for pollutants. Participate in any future amendments and updates to the Plan. Implement, review, and interpret the General Plan and future discretionary projects in a manner consistent with the Air Quality Management Plan to meet standards and reduce overall emissions from mobile and stationary sources.	
	Policies	COS-3.2
	Status	Ongoing Through the CEQA review process, planning projects approved in 2018 were consistent with requirements of the AQMD. Staff will continue to monitor AQMD and SCAG initiatives regarding reducing air pollutant emissions from mobile and stationary sources.

Noise

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

Noise Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2018 Amendments	None	

Noise Element Implementation		
Program	N-4. Commercial Noise Review the locations of proposed projects with the potential to generate noise in relation to sensitive receptors through the discretionary project review process. Limit delivery or service hours for stores and businesses with loading areas, docks, or trash bins that front, side, or gain access on driveways next to residential and other noise sensitive areas. Only approve exceptions if full compliance with the nighttime limits of the noise regulations is achieved	
	Policies	N-1.1, N-1.2, N-3.1, N-3.2
	Status	Ongoing The City reviewed development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met. If necessary, conditions of approval were placed on discretionary permits to minimize noise impacts.
Program	N-5. Construction Noise Require all construction activity to comply with the limits (maximum noise levels, hours, and days of allowed activity) established in City noise regulations to reduce impacts associated with temporary construction noise to the extent feasible. Trucks associated with construction activities shall follow designated truck routes, where appropriate.	
	Policies	N-3.1
	Status	Ongoing The Community Development Department and the Orange County Sheriff's Department continue to monitor violation or complaints of the City's construction noise requirements. The City reviewed development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met.

Safety

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

Safety Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2018 Amendments	None	

Safety Element Implementation		
Program	S-2 Natural Hazards Risk Reduction Reduce the risk to the community from hazards related to geologic conditions, seismic activity, flooding, and structural and wildfires by requiring feasible mitigation of such impacts on discretionary development projects. Assess development proposals for potential hazards pursuant to CEQA. Require measures to mitigate all identified significant public safety hazards.	
	Policies	S-1.2
	Status	Ongoing Through the CEQA review process, planning projects approved in 2018 were evaluated to reduce the risk of impacts from geologic and seismic hazards by applying current and proper land use planning, development engineering, building construction, and retrofitting requirements.
Program	S-5. Orange County Fire Authority Work closely with the Orange County Fire Authority (OCFA) to implement fire hazard education and fire prevention programs, including fuel modification programs and controlled burns. Coordinate with OCFA to ensure that water pressure is adequate for firefighting purposes in all areas of the City, particularly in redevelopment projects/areas. Coordinate with OCFA to implement the Hazardous Materials Area Plan within Laguna Hills.	
	Policies	S-5.1, 5.2, 5.3, 5.4
	Status	Ongoing Staff continues to coordinate with the Orange County Fire Authority for permit and project review to ensure that OCFA requirements are being met. Staff

		continues to cooperate with the Orange County Integrated Waste Management Department to address hazardous materials.
Program	S-9. Crime Prevention through Environmental Design (CPTED) Review all new development and redevelopment proposals for sensitivity to CPTED principles. Encourage incorporation of design features that employ adequate lighting and place increased emphasis on public areas. Coordinate with the OCSD to develop guidelines on CPTED principles.	
	Policies	S-4.1; LU-3.12
	Status	Ongoing When feasible, staff has incorporated Crime Prevention through Environmental Design measures and “visible spaces” into new developments as a means of promoting safe environments. Lighting of public areas have been designed to meet the Municipal Code lighting requirements, while providing adequate lighting for the safety of the public.
Program	S-12. Project-Related Flood Control and Stormwater Management and Comprehensive Drainage Studies As a condition of project approval, require new development and redevelopment to provide adequate on-site and off-site storm water and flood management facilities to control direct and indirect erosion and discharges of pollutants and/or sediments. To determine the facility and Best Management Practices (BMP) needs, the City will require, when necessary, a hydrological/drainage analysis be performed by a state-licensed and City-approved engineer, with the cost of said analysis the responsibility of the project applicant	
	Policies	S-6.2; COS-1.3
	Status	Ongoing All projects approved in 2018 were reviewed and accepted by the City Engineer. Conditions of approval were implemented regarding Water Quality Management Plan requirements and plan check review procedures.

Community Services and Facilities

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

communication, and animal care services. Community facilities collectively refer to schools, libraries, parks, and recreational facilities.

Community Services and Facilities Element Background

Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2018 Amendments	None	

Community Services and Facilities Element Implementation

Program	CSF-4. Water and Sewer Services for New Development Review development and redevelopment proposals and require necessary studies, as appropriate, and water conservation and mitigation measures to ensure adequate water and sewer service.	
	Policies	CSF-5.1, 5.2, 6.1, 6.2
	Status	Ongoing All development proposals reviewed and approved in 2018 have obtained or have been required to obtain through conditions of approval all required clearances from local water agencies. Staff will continue to monitor and work closely with local and regional water suppliers and distributors to ensure that high-quality water and sewer services is available for the community.
Program	CSF-5. Solid Waste Services Continue to contract for solid waste services from a private sector provider. Ensure that community needs for solid waste disposal are being met.	
	Policies	CSF-7.1
	Status	Ongoing In 2018, staff made significant progress in establishing a review process and outreach to the development and business community regarding AB 1826, a new State law addressing organic waste. Staff will continue to work with local service providers to ensure adequate solid waste collection, disposal, and recycling services.

CONCLUSION

This Annual Progress Report documents the City's recent progress in updating and implementing the General Plan. The information contained herein will be forwarded to the Governor's Office of Planning and Research and the Department of Housing and Community Development to serve as the City of Laguna Hills' General Plan Annual Progress Report for calendar year **2018**.

The Laguna Hills City Council reviewed and accepted the report on **April 9, 2019**.

Please Start Here

General Information	
Jurisdiction Name	Laguna Hills
Reporting Calendar Year	2018
Contact Information	
First Name	Aly
Last Name	Camargo
Title	Administrative Assistant
Email	acamargo@lagunahillsca.gov
Phone	(949) 707-2676
Mailing Address	
Street Address	<u>24035 El Toro Rd</u>
City	Laguna Hills
Zipcode	92653

Submittal Instructions
Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs: 1. Online Annual Progress Reporting System (Preferred) - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. <i>Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.</i> 2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

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Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1											1
	Non-Deed Restricted												
Low	Deed Restricted	1											1
	Non-Deed Restricted												
Moderate	Deed Restricted												
	Non-Deed Restricted					291	1					292	
Above Moderate						1	1					2	
Total RHNA		2											
Total Units						292	2					294	2

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

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ANNUAL ELEMENT PROGRESS REPORT***Housing Element Implementation***

(CCR Title 25 §6202)

Jurisdiction	Laguna Hills		
Reporting Year	2018	(Jan. 1 - Dec. 31)	

Table D**Program Implementation Status pursuant to GC Section 65583****Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H-1. Code Enforcement Program	Enforce building code regulations and abate code violations, nuisances, and existing uses, activities, buildings, or structures that pose a threat to public health, safety, or welfare. Enforcement activities will focus on property maintenance, such as eliminating derelict or abandoned vehicles, outdoor storage, or other situations that may constitute health, safety, or fire hazards.	Ongoing	With the goal of voluntary compliance, the City's Code Enforcement staff continues to monitor and address complaints related to property maintenance. Staff investigated hundreds of complaints associated with housing or property maintenance and took appropriate steps to work with the property owner to resolve code violations, or referred unresponsive owners to the City Attorney's office for prosecution.
H-2. State Franchise Tax Board Code Enforcement	To promote maintenance of existing rental properties, the City shall work with the California State Franchise Tax Board to enforce provisions of California Revenue and Taxation code Sections 17274 and 24436.5, which prohibit owners of substandard rental housing from claiming depreciation, amortization, mortgage interest, and property tax deductions of state income tax. The City will notify the State Franchise Tax Board if substandard rental housing is identified	Ongoing	The City is not aware of any substandard housing within the community. If such housing is identified, the City will notify the State Franchise Tax Board.

H-3. Housing Rehabilitation	The City will continue to work with the Orange County Housing and Community Services Department to receive rehabilitation loans and grants for low and moderate income homeowners and rental property owners, including senior/disabled households, to maintain housing stock. Efforts will focus on rehabilitating approximately 148 units in the Aliso Meadows Condominium Development. The rehabilitation loan and grant program will use CDBG funds distributed by the County as appropriate. The City will publicize the availability of this program in local newspapers, on the City's website, at the Community Development Department, and in information items at Planning Agency Public Hearings	Annually by September of each year or as otherwise required by the County CDBG schedule	Due to staffing/resource limitations, the City did not participate in the CDBG program in FY 18/19. However, the City intends to apply to the County for CDBG funds to use in FY 19/20 and 20/21.
H-4. At-Risk Units	The City will continue to pursue the extension of affordability controls for 51 units, either in the existing Rancho Moulton housing development or as part of new or redevelopment activities in the Via Lomas area or other areas of the City. . The City will annually prepare a "Risk Assessment" report provided by the California Housing Partnership Corporation (CHPC). Projects determined high risk are those most likely to decline continued federal assistance because they currently have rents below market rate(s) and are owned by profit-motivated entities. The City will work with potential purchasers to preserve 51 units in the existing development or in new development by finding an interested nonprofit entity and securing funding to acquire and preserve the property. The City will use HCD resources listed on the HCD website, as well as other resources, to locate potential funding sources as needed for the	By January of each year.	In 2018, the city continued to monitor existing at-risk units in the City, and continued to refer prospective tenants to the County of Orange regarding Section 8 housing. In 2018, Rancho Moulton continued to participate in the County's Section 8 rental assistance program.

	preservation of affordable housing. As needed, the City will work with tenants of at-risk units and provide them with education regarding tenant rights, notification procedures, and conversion procedures. The City will also provide tenants in at-risk projects information from the Orange County Housing Authority regarding Section 8 rental assistance.		
H-5. Foreclosure Referral Program	Based on current dynamics, the City seeks to address the increased incidence of residents facing foreclosure. The City will provide foreclosure information on the City's website, and provide resources at the City to refer residents to external agencies to assist in reducing incidents of foreclosures in Laguna Hills.	January, 2014	As necessary, the City has been referring people to the County's foreclosure websites, which provide a wealth of information regarding foreclosures.
H-6. Urban Village Specific Plan Area for Housing Opportunities	The City shall inform existing property owners and prospective developers that housing opportunities are available in the Urban Village Specific Plan area. Housing opportunities include market rate housing units and could also include housing for low and moderate income households, families, seniors, and special needs households. City staff will inform prospective developers at time of project application meeting(s). Additionally, the City will promote the UVSP area on the City's website and will also	Ongoing	The City has met with multiple developers interested in development within the UVSP that may incorporate housing. Staff referred the developers to a variety of development regulations and density bonus provisions.

	promote housing development incentives consistent with Chapter 9-72 of the Zoning Ordinance.		
H-7. Alicia Gateway for Housing Opportunities	The City shall inform existing property owners and prospective developers that housing opportunities are available in the Alicia Gateway. Housing opportunities could include market rate housing units and could also include housing for low and moderate income households, families, seniors and special needs households. City staff will inform prospective developers at time of project application meeting(s). Additionally, the City will promote Alicia Gateway on the City's website and will also promote housing development incentives consistent with Chapter 9-72 of the Zoning Ordinance.	December, 2013	During 2018 the city met with multiple developers interested in development within the Alicia Gateway that may incorporate housing. Staff referred the developers to a variety of development regulations and density bonus provisions. As a result, staff began processing an application for a residential care facility for the elderly within the Gateway, with construction to begin in early 2019.

H-8. Zoning Ordinance Update	The implementation of housing goals, policies, and programs will require updating the City's Zoning Ordinance. In addition, certain City rules and regulations may constrain the development of housing affordable to low and moderate income households with special needs. To mitigate potential constraints and implement housing goals, policies, and programs, the City will update the following regulations in the Zoning Ordinance: 1. Consolidate and remove duplicitous definitions of manufactured housing and mobile homes and ensure consistency in the Zoning Ordinance, use regulations, and development standards. 2. Reduce the open space requirement in the High Density Residential district; 3. Increase the maximum lot coverage requirement in the Mixed Use district. 4. Transitional and supportive housing will be permitted as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone.	October, 2014	Due to staffing/resource limitations, staff has been able to complete numbers 1 and 4, and will be considering addressing numbers 2 and 3 in the next budget cycle (FY 19/20, 20/21)
H-9. Second Units	The City shall continue to implement the Second Unit provisions of the Zoning Ordinance consistent with state law. The City will continue to permit second units by right in all residential zones of the City, requiring only ministerial approval. Residential second units provide a viable option for providing additional housing opportunities which could include affordable housing for lower income seniors, single persons, or small households within existing neighborhoods.	Ongoing	The City has updated the Second Unit provisions to comply with new State Accessory Dwelling Unit regulations. Staff will continue to monitor any future updates to ADU law.

H-10. CDBG Funding for Shelter for the Homeless	The City shall apply for United States Department of Housing and Urban Development CDBG funds and allocate a portion of such funds to subrecipients who provide shelter for the homeless.	Annually by September of each year or as otherwise required by the County CDBG schedule	The City of Laguna Hills is a non-entitlement city and therefore relies on the County of Orange to receive and administer CDBG funding on the City's behalf. As in previous years, in 2018 the City relied on the County of Orange to coordinate a comprehensive regional Continuum of Care (CoC) strategy that includes the participation of all thirty-four cities in Orange County, County Agencies, the County's homeless housing and service providers, and other community groups (including non-profits, local governmental agencies, faith-based organizations, the homeless and formerly homeless, interested business leaders, schools, and many other stakeholders) to identify the gaps and unmet needs of the County's homeless. Through cooperative agreements between the City and the County, the County has pursued funding for housing and related social services for the City's homeless population.
H-11. Continuum of Care Funding and Consolidated Plan Participation	The City shall continue to participate in the Orange County Consolidated Plan Programs and in the Orange County Continuum of Care local housing planning process to facilitate obtaining funds for affordable housing and related social services for special needs populations. The Continuum of Care local housing and service delivery system focuses on homeless prevention, outreach, and assessment, emergency shelters, transitional housing, supportive services, and permanent supportive housing for homeless individuals and families. The City shall pursue homeless assistance grants through the Continuum. The City will assist public and private nonprofit housing developers in preparation of funding applications for special needs populations.	Annually by September of each year or as otherwise required by the County CDBG schedule	The City of Laguna Hills is a non-entitlement city and therefore relies on the County of Orange to receive and administer CDBG funding on the City's behalf. As in previous years, in 2018 the City relied on the County of Orange to coordinate a comprehensive regional Continuum of Care (CoC) strategy that includes the participation of all thirty-four cities in Orange County, County Agencies, the County's homeless housing and service providers, and other community groups (including non-profits, local governmental agencies, faith-based organizations, the homeless and formerly homeless, interested business leaders, schools, and many other stakeholders) to identify the gaps and unmet needs of the County's homeless. Through cooperative agreements between the City and the County, the County has pursued funding for housing and related social services for the City's special needs population.

H-12. Section 8 Rental Assistance	The Orange County Housing Authority currently administers the Section 8 Rental Assistance program on behalf of the City. Currently the program assists renter households in the City of Laguna Hills. Based on future congressional appropriations, the County Housing Authority will apply for additional funding which will enable the Housing Authority to administer additional vouchers for families, seniors, and disabled persons over the Housing Element planning period. The City of Laguna Hills will continue to provide referral services and information to the City's residents.	Ongoing	In 2018 the City continued to refer interested residents to the Orange County Housing Authority. There is currently a waiting list for the 102 units in the city that accept Section 8 rental assistance vouchers.
H-13. Affordable Housing Developer Partnerships	The City will continue to develop partnerships with mainstream and/or special needs affordable housing developers that could result in set-asides in existing and planned low income housing projects. These partnerships may include incentives (such as expedited processing, fee waivers, and density bonuses) provided by the City to facilitate the set-asides for planned low income units and actively cooperating with the owners of existing units to secure appropriate federal funding necessary to maintain existing affordability. The City will promote lower income housing development incentives on the City's website, consistent with Chapter 9-72 of the Zoning Ordinance. The City will use HCD's housing resources website to locate available sites and potential funding sources as needed for the development of affordable housing.	Ongoing	In 2018 the city met with multiple developers interested in development within the City that might incorporate affordable housing into their projects. Staff referred the developers to a variety of development regulations and density bonus provisions.

H-14. Fair Housing Program	The City will continue to maintain services and personnel to receive housing complaints and continue to address or resolve complaints. The City will also continue to refer fair housing complaints to the Fair Housing Council if they cannot be resolved at the City level. The City will also continue to disseminate written literature about fair housing laws, resident rights, and remedies for fair housing complaints. The City will ensure that fair housing literature is available in the Community Development Department, on the City's website, and at the Laguna Hills Technology Library. The City will monitor these sites to ensure timely, accurate information is available.	Ongoing	In 2018, city staff continued to monitor and respond to housing complaints, and referred residents to various agencies that provide fair housing services in Orange County.
H-15. Universal Design Features in Housing	The City recognizes that all people have varying abilities and that many people will encounter temporary or permanent changes in ability to conduct the tasks necessary for daily living throughout their lives. Universal design features create housing suited for people of all abilities and can allow residents to stay in their homes over their lifetime. The City will explore programs, an ordinance, and incentives to encourage provision of universal design features in housing. The City will refer to the HCD website for guidelines and a model ordinance consistent with the principles of universal design. The universal design ordinance will address such topics as findings, definitions, scope and application, standards, and enforcement. City staff will encourage prospective developers to provide universal design features at the time of project application meeting(s).	October, 2014	Staff will continue to explore programs and incentives related to universal design in housing.
H-16. Annual Progress Reports	The City will report annually on progress toward implementation of the Housing Element and residential development activities citywide.	Prepare an annual report for submittal to HCD by April 1 of each	The APR for 2018 is scheduled to be received by the City Council on April 9, 2018. If approved, it will be transmitted to HCD as directed by Government Code Section 65400.

		year in the planning period	
H-17. Housing Issues Monitoring	The City will monitor existing and proposed affordable housing developments in the City. The City will also monitor legislation, trends, and policy issues related to the development and maintenance of affordable housing in Laguna Hills.	Ongoing	In 2018 staff continued to monitor existing and proposed affordable housing developments in the City, as well as legislation, trends, and policy issues related to the development and maintenance of affordable housing.
H-20. Local Housing Efforts Coordination	The City shall coordinate local housing efforts with appropriate federal, state, regional, and local government and/or agencies and cooperate in implementation of intergovernmental housing programs to ensure maximum effectiveness in solving local and regional housing problems. The City will submit CDBG applications to assist in preserving existing affordable housing stock.	December, 2009	Due to staffing/resource limitations, the City has not continuously participated in the CDBG program. However, the City intends to apply to the County for CDBG funds to use for FY 19/20 and 20/21.

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

Jurisdiction	Laguna Hills	
Reporting Period	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)									
This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

Jurisdiction	Laguna Hills	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

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

Submitted Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019

TO: Mayor and Council Members

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

ISSUE: Initiation of the 2019 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 14, 2019."

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, 2019	Inspect properties for potential weed abatement
April 9, 2019	Adopt a Resolution declaring weeds to be a nuisance and declaring the intent to abate weeds
April 10, 2019	Mail notices to property owners of abatement requirements and scheduled Public Hearing

2019 Weed Abatement Program

April 9, 2019

Page 2

May 14, 2019	Hold the Public Hearing and adopt the Resolution of abatement order
June 17, 2019	Initiate City weed abatement for non-compliant private properties
June 27, 2019	Send notice to property owners of abatement costs and scheduled Public Hearing
July 9, 2019	Hold the Public Hearing on assessment of weed abatement costs
July 17, 2019	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, 2019, 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 14, 2019.

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

Weed Abatement on City-owned parcels, typically undeveloped open spaces and hillsides, will proceed 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 2018-2019 in the amount of \$46,000. 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.

2019 Weed Abatement Program

April 9, 2019

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ATTACHMENTS:

- Resolution
- Notice to Destroy Weeds Frontside
- Notice to Destroy Weeds Backside
- Weed Abatement Guidelines
- Hazard Reduction Contractors
- County Landfill Location
- 2019 Weed Abatement List

RESOLUTION NO. 2019-04-09-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 14, 2019

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 2019 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 2019 Weed Abatement List, it is the intention of the City Council of the City of Laguna Hills to have such nuisances abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 et seq., in which case the cost of such removal shall be assessed upon the parcel and lands from which or in front of which such weeds, rubbish, refuse and/or dirt are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

SECTION 3. The weeds growing upon or in front of those certain parcels of land identified and described in the attached 2019 Weed Abatement List are seasonal and recurrent nuisances within the meaning of Government Code Section 39562.1 and, as such, upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further public hearings shall be held.

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

SECTION 5. The City Clerk is hereby directed, pursuant to Government Code Section 39567.1, to mail written notice of the proposed abatement to all persons owning property identified and described in the attached 2019 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 14, 2019, 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 9th day of April 2019.

DORE J. GILBERT, M.D., 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. 2019-04-09-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 9th day of April 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

April 10, 2019

«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, 2019, 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 \$466.75 administrative fee will be added to the owner's property tax statement.

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

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

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

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

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

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

Sincerely,



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

Attachment: Notice to Destroy Weeds Frontside (1834 : 2019 Weed Abatement Program)

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 9th day of April, 2019, 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 14, 2019, at 24035 El Toro Road, Laguna Hills, California, 92653, beginning at 7:00 P.M., or as soon thereafter as practical, when their objections will be heard and given due consideration. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Laguna Hills at, or prior to, the Public Hearing.

Dated this 10th day of April, 2019.



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

CITY OF LAGUNA HILLS WEED ABATEMENT SUPPLEMENTAL GUIDELINES

Dear Property Owner:

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

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

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

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

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

Sincerely,



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

FIRE PRONE PLANT SPECIES

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

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

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

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

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

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

HAZARD REDUCTION PRIVATE CONTRACTORS

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

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

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

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

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

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

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

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

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

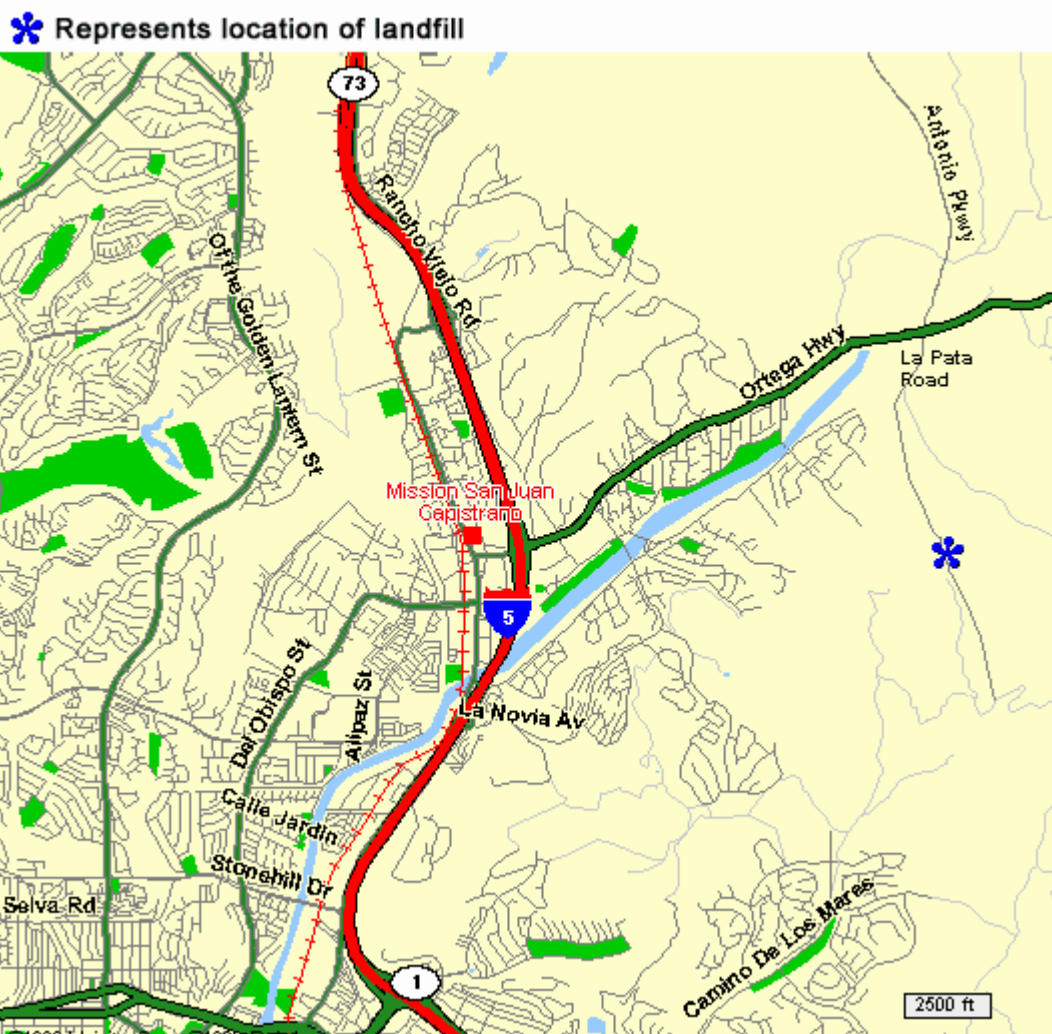
LOCATION OF NEAREST COUNTY LANDFILL:

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

OPERATING HOURS

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

LOCATION MAP



2019 WEED ABATEMENT LIST

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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 ASHRAFIA	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 ROAD 25912	25912 LA PAZ LLC	624 N. ALPINE DRIVE	BEVERLY HILLS	CA	902
620-044-03	GRISSOM ROAD 25022	RAYMOND SANSTROM	P.O. BOX 3593	LAGUNA HILLS	CA	926
620-044-04	GRISSOM ROAD 25032	ADAM CHOU	25032 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-05	GRISSOM ROAD 25052	DAN PAUL DURGHINESCU	25052 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-07	GRISSOM ROAD 25082	ARIE W DOELITZSCH	25082 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-08	GRISSOM ROAD 25092	DANIEL COOPER	25092 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-10	GRISSOM ROAD 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 ROAD 25301	SCOTT LAWLER	25301 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-083-09	GRISSOM ROAD 25262	HARDEV KUMAR	25262 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-083-10	GRISSOM ROAD 25272	JOHN KESSLER	25272 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-142-09	GRISSOM ROAD 25732	RYAN YOSHIO TAKAYAMA	25732 GRISSOM	LAGUNA HILLS	CA	926
620-142-10	GRISSOM ROAD 25742	MARITZA ALVAREZ	25742 GRISSOM	LAGUNA HILLS	CA	926
620-142-11	GRISSOM ROAD 25752	DANIEL GIBSON	25752 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-181-08	LA PAZ ROAD 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 ROAD 25962	ROBERT BUSTAMANTE	25962 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-282-41	TREE TOP ROAD 25952	COMBS RON & SAND LIVING TRUST	25952 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-282-42	TREE TOP ROAD 25942	SANG VAN NGUYEN	15911 LAVA WAY	WESTMINSTER	CA	926
620-282-44	TREE TOP ROAD 25922	MARK J. FURLAN	25922 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-282-45	TREE TOP ROAD 25912	PHAN JOHN VAN	25912 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-18	TREE TOP ROAD 25802	PATRICK SUZUKIDA	25802 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-19	TREE TOP ROAD 25812	DELGADO LIVING TRUST	25812 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-20	TREE TOP ROAD 25822	ROGEL GALANG	25822 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-21	TREE TOP ROAD 25832	JAMES GIBBONS	25832 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-22	TREE TOP ROAD 25842	ELLEN WAKEFIELD	25842 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-23	TREE TOP ROAD 25852	GLOVER FAMILY TRUST	25852 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-27	TREE TOP ROAD 25892	KATHY CORNETT	25892 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-372-12	GRISSOM ROAD 24892	VICTOR LANFRANCO	24556 KINGS ROAD	LAGUNA NIGUEL	CA	926
620-372-13	GRISSOM ROAD 24886	PEREZ TRUST	27752 TORIJA	MISSION VIEJO	CA	926
620-372-15	GRISSOM ROAD 24872	HUONG TRAN	24872 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-16	GRISSOM ROAD 24862	RAYMOND PHUA	24862 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-17	GRISSOM ROAD 24842	LUIS LOZANO	24842 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-18	GRISSOM ROAD 24832	SHELDON KAWAHA	24832 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-20	GRISSOM ROAD 24802	HAGOP JACK BALTAYAN	24802 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-23	GRISSOM ROAD 24772	RENE JIMENEZ	24772 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-24	GRISSOM ROAD 24762	YA - ING LIN	10106 ANDY REESE CT.	GARDEN GROVE	CA	926
620-372-25	GRISSOM ROAD 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 ROAD 24996	ALONSO J. FRANCISCO	12571 MARTHA ANN DRIVE	LOS ALAMITOS	CA	90720

Attachment: 2019 Weed Abatement List (1834 : 2019 Weed Abatement Program)

2019 WEED ABATEMENT LIST

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
620-382-18	GRISSOM ROAD 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 CIRCLE 25451	JOHN E YOUNG	25451 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	926
627-092-10	HIDDEN TRAIL ROAD 27073	KEANE 2018 FAMILY TRUST	27073 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-101-01	HIDDEN TRAIL ROAD 27052	JAMES V. DI MARIA	27052 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-102-04	SHENANDOAH DRIVE 27152	SUNG YIM	27070 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-102-05	SHENANDOAH DRIVE 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 ROAD 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	25022 NELLIE GAIL LLC	P.O. BOX 1570	JULIAN	CA	926
627-112-05	NELLIE GAIL ROAD 25012	GEORGE HUNG	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	JASON RICHARDS	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	JEFFREY 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
627-152-07	BUCKBOARD LANE 24832	KAZUHI TO TAKAGI	24832 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 PLACE 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	92633
627-232-02	DAPPLE GREY DRIVE 26602	STEPHEN DAVIS	26602 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653

Attachment: 2019 Weed Abatement List (1834 : 2019 Weed Abatement Program)

2019 WEED ABATEMENT LIST

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-232-04	DAPPLE GREY DRIVE 26552	SCOTT CONNELLA	26552 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
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 DRIVE 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	WILD VIEW 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 ALYNAKIYAN	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	WALTHER 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 ROAD 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	NELLIE 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 ROAD 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 CIRCLE 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	RAEHEL 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 DRIVE 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 LANE 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	925
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	92653
627-431-05	POKER FLATS PLACE 25961	RAMIN TAYANI	25961 POKER FLATS PLACE	LAGUNA HILLS	CA	92653

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-431-15	RED CORRAL ROAD 26035	WILLIAM Y JUI	26035 RED CORRAL ROAD	LAGUNA HILLS	CA	926
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	RANIA 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	BEHROUZ MIZBAN	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 PLACE 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 DILLION ROAD	LAGUNA HILLS	CA	926
636-091-14	DILLON ROAD 25791	ROSALVA GARCIA	25791 DILLION 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 COURT 27501	MICHAEL SMITH	27501 BOOTHILL COURT	LAGUNA HILLS	CA	926
636-111-02	BOOTHILL COURT 27511	LESLIE THOMAS	27511 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	RUDY LEKARCZYK	25901 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653

Attachment: 2019 Weed Abatement List (1834 : 2019 Weed Abatement Program)

2019 WEED ABATEMENT LIST

3/29/19 Page 6

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
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	926
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 DRIVE 27565	PAULA LUIZ DE	27565 LOST TRAIL DRIVE	LAGUNA HILLS	CA	926
636-151-04	LONE PINE CIRCLE 25532	MEHMET H OSGUR FAMILY TRUST	25532 LONE PINE CIRCLE	LAGUNA HILLS	CA	926
636-151-05	LONE PINE CIRCLE 25531	GREGORY CARPENTER	25531 LONE PINE CIRCLE	LAGUNA HILLS	CA	926
636-151-06	LONE PINE CIRCLE 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 DRIVE 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	920
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	926
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 ROAD 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 DRIVE 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: 2019 Weed Abatement List (1834 : 2019 Weed Abatement Program)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Resolution Adopting a List of Projects for Fiscal Year 2019-20 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 2019-20 funded by SB1: 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 state highway system and the local street and road system. In order to utilize this funding, the California Transportation Commission (CTC) established guidelines requiring an 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 combined with the current 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.

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 Act 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 cent per gallon gasoline excise tax, 20 cent 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 being applied to the currently planned Street Maintenance Project, CIP No. 101-K.

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 reporting project expenditures 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, the funding for the next fiscal year will be reserved and combined with the current 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 selected residential streets in Zones C and E of the Pavement Management Plan.

A listing of the streets to be improved in the Fiscal Year 2018-2019 reporting to the CTC have now been refined for the Fiscal Year 2019-2020 report to the CTC to match available funding. The list of streets to receive a new surface layer beginning in summer 2019 are shown on the Exhibit A to the attached Resolution.

SB1 Project List for Fiscal Year 2019-20

April 9, 2019

Page 3

FISCAL IMPACT:

The ability of the City to gain access to the Road Rehabilitation and Accountability Act of 2017 (SB1) 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 held 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 an additional \$1 million for streets and roads maintenance and improvement. These funds, combined with other forms of Highway User Tax Account funds, will provide an overall project funding of approximately \$2,374,000.

ATTACHMENTS:

- Resolution SB1 FY19-20
- Exhibit A - FY 2018-2019 and FY 2019-2020 Street List Rev

RESOLUTION NO. 2019-04-09-X

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING
A LIST OF PROJECTS FOR FISCAL YEAR 2019-20
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 to address the significant multi-modal transportation 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 adopt by resolution a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, 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 \$526,640 in RMRA funding in Fiscal Year 2019-2020 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB1 funding and 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 transportation investment; and

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

WHEREAS, the City's 2018 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 and 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 co-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 2019-2020 Capital Improvement Program project for street maintenance shall be combined with the Fiscal Year 2018-2019 Capital Improvement Program project, hereinafter "Combined Project", covering selected 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 9th day of April 2019.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution SB1 FY19-20 (1807 : SB1 Project List for Fiscal Year 2019-20)

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. 2019-04-09-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 9th day of April 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

EXHIBIT A

SB1 PROJECT LIST

FOR

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

ANTICIPATED CONSTRUCTION START AUGUST 2019

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

STREET NAME	FROM	TO	ZONE
Alisal Av	Linda Vista Dr	Paseo De Valencia	C
Alisal Av	Sarita Dr	Linda Vista Dr	C
Altamira Dr	Alameda Av	Buena Vista Dr	C
Anacapa St	San Pedro Av	El Prado St	C
Buena Vista Dr	Los Gatos Dr	North End	C
Calero Av	La Mirada St	El Conejo Ln	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
Ernestine Ct	Linda Flora St	North End	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
Linda Flora St	East End	El Segundo St	C
Linda Vista Dr	Largo Dr	Sarita Dr	C
Los Cerros St	La Cienega St	South End	C
Los Gatos Dr	Buena Vista Dr	West End	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
Morro Ct	Terra Bella Av	West End	C
Natama Ct	Terra Bella Av	West End	C
Ponce Ct	Linda Vista Dr	South End	C
Rio Grande Av	Telega Av	La Cienega St	C
San Pedro Av	Anacapa St	Talega Av	C
Sandia Ct	Terra Bella Av	North End	C
Sarita Dr	Linda Vista Dr	Alisal Ln	C

EXHIBIT A

SB1 PROJECT LIST

FOR

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

ANTICIPATED CONSTRUCTION START AUGUST 2019

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

Sausalito St	Alameda Av	East End	C
Sierra Bonita Dr	La Cienega St	Aliso Hills Dr	C
Solano Ct	Alameda Av	East End	C
Sunburst Av	Paseo de Valencia	Largo Dr	C
Talega Av	San Pedro Av	Alameda Av	C
Terra Bella Av	Aliso Hills Dr	South End	C
Tocaloma Ct	Alameda Av	East End	C
Toluca Ct	Linda Flora St	North End	C
Zumaya Ct	Buena Vista Dr	West End	C

Ashland Dr	Kennington Dr	Weyburn Dr	E
Avenida Avalon	Via Balboa	South End	E
Beckenham St	Paseo de Valencia	Wilkes Pl	E
Calle Carmel	Hendon St	South End	E
Carol Ln	Julie Av	East End	E
Clarrington Dr	Weyburn Dr	Kennington Dr	E
Georgia Sue Dr	Jorie Dr	East End	E
Hendon St	Camberwell St	Calle Carmel	E
Hon Av	Georgia Sue Dr	Camberwell St	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	Clarrington 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
Rittenhouse Cr	Ashland Dr	North End	E
Sara Ln	Paige Cr	East End	E
Stockport St	Paseo de Valencia	Fire Gate	E
Stockport St	Wilkes Pl	Fire Gate	E
Sunset Pl	Beckenham St	Sunset Pl East	E
Via Balboa	Calle Carmel	End	E
Weyburn Dr	Ashland Dr	East End	E
Wilkes Pl (N of Alicia)	Woolwich St	Fire Gate	E



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Third Amendment to Office Lease for Suite 320 with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California

RECOMMENDATION: That the City Council approve the Third Amendment to Office Lease with Dayle McIntosh Center for the Disabled, Inc., for 24031 El Toro Road, Suite 320, Laguna Hills, California, and authorize the City Manager to execute the Third Amendment to Lease.

SUMMARY:

At the December 9, 2014, City Council meeting, the City Council approved a three-year lease with Dayle McIntosh Center for the Disabled, Inc., ("Tenant") for 24031 El Toro Road, Suite 320. The three-year lease term commenced on December 21, 2014, and expired on December 20, 2017. During staff's negotiations for a lease renewal with the Tenant, the Tenant expressed interest in expanding to a larger space. Due to upcoming vacancies and possible relocations of other tenants, Tenant requested a First Amendment to the Lease with a month-to-month term for six months ending on June 20, 2018. A Second Amendment to the Lease with a month-to-month term was signed and expired on March 31, 2019. As the situation has not changed due to upcoming vacancies and relocations of other tenants, staff is recommending the City Council approve and authorize a Third Amendment to the Lease through March 31, 2020. This extended term will allow staff and the Tenant to better assess whether a larger space may be available to Tenant for relocation, as well as determine a more accurate timeline. Because the base rent was increased upon signing the First

Third Amendment to Civic Center Lease

April 9, 2019

Page 2

Amendment, staff is recommending the base rent not be increased and remain at \$2.20 per square foot.

Effective Date: April 1, 2019

Term: Month-to-month for twelve (12) months

Rentable Square Feet: 1,218

Rate: \$2.20 sq. ft.

Total Rent Payments: \$23,382

FISCAL IMPACT:

The Third Amendment to Lease will result in Total Rent Payments of \$23,382 and will require no additional upfront capital.

ATTACHMENTS:

- Third Amendment to Lease
- Second Amendment to Lease
- First Amendment to Lease
- Lease



Third AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of April 9, 2019, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Dayle McIntosh Center for the Disabled Inc., a California corporation ("Lessee").

WHEREAS, on or about December 9, 2014 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24031 El Toro Road, Suite 320 Laguna Hills, CA 92654 (the "Premises"), and

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

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

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

☐ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to March 31, 2020.

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

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: 2,679.60.

☒ OTHER: The extended term authorized herein shall be month to month ending March 31, 2020. The effective date will be April 1, 2019.

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

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

EXECUTED as of the day and year first above written.

By Lessor:

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

By: _____
Name Printed: Donald J. White
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By Lessee:

Dayle McIntosh Center for the Disabled Inc., a California corporation

By: _____
Name Printed: Marcy Lovett
Title: President
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: Paula Margeson
Title: Executive Director
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com

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Second AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of November 27, 2018, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Dayle McIntosh Center for the Disabled Inc., a California corporation ("Lessee").

WHEREAS, on or about December 9, 2014 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24031 El Toro Road, Suite 320 Laguna Hills, CA 92654 (the "Premises"), and

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

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

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

☐ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to March 31, 2019.

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

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: 2,679.60.

☒ OTHER: The extended term authorized herein shall be month to month ending March 31, 2019.

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

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

EXECUTED as of the day and year first above written.

By Lessor:

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

By: Donald J. White
Name Printed: Donald J. White

Title: City Manager

Phone: _____

Fax: _____

Email: _____

By: _____
Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

By Lessee:

Dayle McIntosh Center for the Disabled Inc., a California corporation

By: Marcy Lovett
Name Printed: Marcy Lovett

Title: President

Phone: _____

Fax: _____

Email: _____

By: Paula Margeson
Name Printed: Paula Margeson

Title: Executive Director

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email contracts@aircre.com

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Last Edited: 11/15/2018 1:49 PM

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ATL-1.00, Revised 01-03-2017



3.9.c

First AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of December 20, 2017, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Dayle McIntosh Center for the Disabled Inc., a California corporation ("Lessee").

WHEREAS, on or about December 9, 2014 a Lease was entered into by and between Lessor and Lessee (the "Lease") relating to certain real property commonly known as: 24031 El Toro Road, Suite 320 (the "Premises"), and

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

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

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

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to June 20, 2018.

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

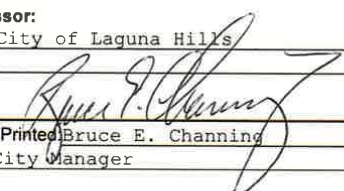
☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: \$2,679.60 (\$2.20 per square foot per month), effective and commencing on December 21, 2017

☒ OTHER: The extended term authorized herein shall be month to month for six (6) months and ending on June 20, 2018.

This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement and any uncertainty and ambiguity shall not be interpreted against any one party.

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

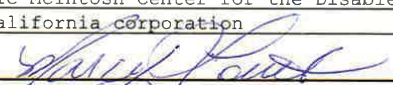
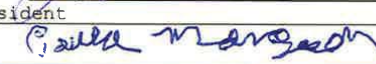
EXECUTED as of the day and year first above written.

By Lessor:The City of Laguna HillsBy: Name Printed: Bruce E. ChanningTitle: City Manager

By: _____

Name Printed: _____

Title: _____

By Lessee:Dayle McIntosh Center for the Disabled Inc.,
a California corporationBy: Name Printed: Marcy LovettTitle: PresidentBy: Name Printed: Paula MargesonTitle: Executive Director

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.


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PAGE 1 OF 1


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STANDARD MULTI-TENANT OFFICE LEASE - GROSS

AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only November 25, 2014, is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Dayle McIntosh Center for the Disabled Inc., a California corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain portion of the Project (as defined below), known as Suite Numbers(s) 320 third floor(s), consisting of approximately 1,218 rentable square feet and approximately 1,018 useable square feet ("Premises"). The Premises are located at: 24031 El Toro Road in the City of Laguna Hills, County of Orange, State of California, with zip code 92654. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 51,943 rentable square feet. (See also Paragraph 2)

1.2(b) Parking: 4/1000 unreserved and N/A reserved vehicle parking spaces at a monthly cost of \$N/A per unreserved space and \$N/A per reserved space. (See Paragraph 2.6)

1.3 Term: Three years and 0 months ("Original Term") commencing December 21, 2014 ("Commencement Date") and ending December 20, 2017 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$2,436.00 per month ("Base Rent"), payable on the First day of each month commencing December 21, 2014. (See also Paragraph 4 below)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 4.4 (See Addendum Paragraph 1)

1.6 Lessee's Share of Operating Expense Increase: 2.34 percent (2.34%) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) Base Rent: \$2,436.00 for the period December 21, 2014-January 20, 2015
- (b) Security Deposit: \$1,294.80 on file. Add \$1,124 ("Security Deposit"). (See also Paragraph 5)
- (c) Parking: \$N/A for the period N/A
- (d) Other: \$N/A for N/A
- (e) Total Due Upon Execution of this Lease: \$3,560.00

1.8 Agreed Use: General Office Use

1.9 Base Year; Insuring Party. The Base Year is 2014. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 Real Estate Brokers: (See also Paragraph 15 and 25)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

- ☒ Essex Realty Management Inc. represents Lessor exclusively ("Lessor's Broker");
- ☐ N/A represents Lessee exclusively ("Lessee's Broker"); or
- ☐ N/A represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached a separate written agreement or if no such agreement is attached, the sum of _____ or _____ % of the total Base Rent payable for the Original Term, the sum of _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or _____ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.11 Guarantor. The obligations of the Lessee under this Lease shall be guaranteed by N/A

1.12 Business Hours for the Building: 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and

8:00 a.m. to 2:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

☐ Other (specify): N/A

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 1 through 6;

☒ a plot plan depicting the Premises; Exhibit "A"

☒ a current set of the Rules and Regulations; Exhibit "B"

☒ a Work Letter; / Requirements for improvements or alterations by Lessee (Exhibit "D")

☐ a janitorial schedule;

☒ other (specify): Exhibit "C" Waiver and Release

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law.

2.3 **Compliance.** Lessor warrants to the best of its knowledge that the improvements comprising the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") in effect on the Start Date. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance. ~~(Paragraph 8.5)~~ Paragraph 8.2 & 8.3 of this Lease (See, Addendum Paragraph 3). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

- (a) "Base Year" is as specified in Paragraph 1.9.
- (b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

- (c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

- (i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

- (aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

- (bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

- (cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

- (ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

- (iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

- (iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

- (v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

- (vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

- (vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

- (viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

- (ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

- (x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

- (d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the



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Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25.75 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.** (See Addendum "Paragraph 2")

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall


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indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises, Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the Interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed \$2,000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. In addition to, and without limiting the other requirements of this Paragraph 7.3 all utilities, installations, and alterations made by Lessee shall also be subject to the provisions of Exhibit "D" attached to this Lease.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.


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(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. (See Addendum Paragraph 3.)

Insurance; Indemnity.

8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Manager or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee for the next 12-month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessee shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property, Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Workers Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a Waiver of Subrogation endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage,

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obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "Premises Total Destruction" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraphs 8.1 & 8.2 of this Lease (See Addendum Paragraph 3) **Paragraph 8.3(a)**, irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.3 (e) of this Lease (see Addendum Paragraph 3) **Paragraph 8.6**.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of



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leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 11.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance


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of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraphs 8.1 & 8.2 of this Lease (See Addendum Paragraph 3) Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and

accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.** (see Addendum)

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 4.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 4.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility

of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend


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the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.


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(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

☐ is ☒ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: ☐ have not undergone an inspection by a Certified Access Specialist (CASp). ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. ☒ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.
Executed at: 24031 El Toro Road, Suite 100

On: _____

Executed at: _____

On: 12-1-14

By LESSOR:

The City of Laguna Hills

By: _____

Name Printed: Bruce E. Channing

Title: City Manager

By: _____

Name Printed: Peggy J. Johns

Title: City Clerk

Address: 24031 El Toro Road, Suite 100

Laguna Hills, CA 92654

Telephone: (____) _____

Facsimile: (____) _____

Email: _____

Email: _____

Federal ID No. _____

By LESSEE:

Dayle McIntosh Center for the Disabled Inc.,
a California corporation

By: _____

Name Printed: Richard Devylder

Title: Board President

By: _____

Name Printed: Michael Ryan

Title: Board Treasurer

Address: _____

Telephone: (____) _____

Facsimile: (____) _____

Email: _____

Email: _____

Federal ID No. _____

INITIALS

INITIALS

LESSOR'S BROKER:

Essex Realty Management, Inc.

LESSEE'S BROKER:

Attn: Sandi MontezAddress: 111 Corporate Drive, Suite 110Ladera Ranch, CA 92694Telephone: (949) 218-3801Facsimile: ()

Email: _____

Broker/Agent DRE License #: 00965485

Attn: _____

Address: _____

Telephone: ()Facsimile: ()

Email: _____

Broker/Agent DRE License #: _____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this “Addendum”) shall constitute part of that certain STANDARD MULTI-TENANT OFFICE LEASE – GROSS (“Lease”), dated as of November 26, 2014, between The City of Laguna Hills (“Lessor”), and Dayle McIntosh Center (“Lessee”). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

1. Base Rent Schedule. Section 4.4 is hereby added to the Lease to read as follows:

4.4 Base Rent Schedule

4.4.1 The monthly Base Rent payable as defined in paragraph 4.1 and as set forth in paragraph 1.7 (a) of the Lease shall be adjusted as set forth below:

Months		Rent Per Month
12/21/2014	12/20/2015	\$2,436.00
12/21/2015	12/20/2016	\$2,533.44
12/21/2016	12/20/2017	\$2,634.78

2. Use. Section 6.1 of the Lease is hereby deleted in its entirety and replaced by the following:

“6.1. Use. The Premises shall be used only for the Agreed Use and for no other use. Lessee’s use of the Premises shall be in compliance with and subject to all Applicable Requirements relating to or affecting the Project, the Premises or the Building or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the Americans with Disabilities Act of 1990, 42 USC 12111 et seq. (the “ADA”) as the same may be amended from time to time, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Lessee, the Premises, the Building, or the Project (“Environmental Laws”), any transportation or traffic management plan in satisfaction of any requirement imposed on the Project by a governmental agency with jurisdiction over the Project, and any CC&Rs or any supplement thereto recorded in any official or public records with respect to the Project or any portion thereof (collectively, “Applicable Laws”). Lessee shall be responsible for obtaining any permit, business license, or other permits or licenses required by any governmental agency permitting Lessee’s use or occupancy of the Premises. Lessee shall not commit waste, overload the floors or structure of the Building, subject the Premises, the Building, the Common Area or the Project to any use which would damage the same or increase the risk of loss or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants, take any action which would abrogate any warranties, or use or allow the Premises to be used for any unlawful purpose. Lessor shall not be responsible for non-compliance by any other tenant or occupant of the Project with, or Lessor’s failure to enforce, any of the rules or regulations or CC&Rs or any other terms or provisions of such tenant’s or occupant’s lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

3. Insurance; Indemnity. Sections 8.1 through 8.6 of the Lease are hereby deleted in their entirety and replaced by the following:

“8.1 Lessor’s Insurance. Lessor shall maintain insurance through individual or blanket policies insuring the Building against fire and extended coverage (including, if Lessor elects, “all risk” coverage, earthquake/volcanic action, flood and/or surface water insurance) for the full replacement cost of the Building, with deductibles and the form and endorsements of such coverage as selected by Lessor, together with rental abatement insurance against loss of Rent in an amount equal to the amount of Rent for a period of at least twelve (12) months commencing on the date of loss. Lessor may also carry such other insurance as Lessor may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Lessor shall determine. Lessee shall pay to Lessor, as a portion of the Operating Expenses, the costs of the insurance coverages described herein, including, without limitation, Lessor’s cost of any self-insurance deductible or retention.

8.2 Lessee’s Insurance. Lessee shall, at Lessee’s expense, obtain and keep in force at all times the following insurance:

(a) Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate per location if Lessee has multiple locations, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations with an “Additional Insured Managers or Lessors of Premises Endorsement” and personal and advertising injury coverage, with deletion of the exclusion for explosion, collapse or underground hazard, if applicable, and, if necessary, Lessee shall provide for restoration of the aggregate limit, and provided that the policy shall not contain any intra insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under the Lease as an “insured contract” for the performance of Lessee’s indemnity obligations under the Lease;

(b) Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring Lessee against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles;

(c) Workers’ Compensation and Employer’s Liability Insurance. Workers’ compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Lessee in the conduct of its operations on the Premises (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer’s liability insurance coverage in the amount of at least Five Hundred Thousand (\$500,000);

(d) Property Insurance. “Special Form” property insurance including boiler and machinery comprehensive form, if applicable, covering damage to or loss of any of Lessee’s personal property, fixtures, equipment and alterations, including electronic data processing equipment (collectively “Lessee’s Property”) (and coverage for the full replacement cost thereof including business interruption of the Lessee), together with, if the property of Lessee’s invitees is to be kept in the Premises, warehouseman’s legal liability or bailee customers insurance for the full replacement cost of the property belonging to invitees and located on the Premises.

(e) Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all peril commonly

insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

8.3 General.

(a) Insurance Companies. Insurance required to be maintained by Lessee shall be written by companies licensed to do business in the state in which the Premises are located and having a "General Policyholders Rating" of at least "A-" (or such higher rating as may be required by a lender having a lien on the Premises) and a financial rating of no less than VII as set forth in the most current issue of "Best's Insurance Guide."

(b) Certificates of Insurance. Lessee shall deliver to Lessor certificates of insurance and endorsements for all insurance required to be maintained by Lessee in the form acceptable to Lessor no later than seven (7) days prior to the date of possession of the Premises. Lessee shall, at least ten (10) days prior to expiration of the policy, furnish Lessor with certificates of renewal or "binders" thereof. If Lessee fails to maintain any insurance required in the Lease, Lessee shall be liable for all losses and costs suffered or incurred by Lessor (including litigation costs and attorneys' fees and expenses) resulting from said failure.

(c) Additional Insureds. Lessor, Lessor's lender, and any property management company of Lessor for the Premises shall be named as additional insureds (utilizing ISO Form CG2010 (11/85) or its equivalent) under all of the policies required by section 8.2(a). The policies required under Section 8.2(a) shall provide for severability of interest.

(d) Primary Coverage. All insurance to be maintained by Lessee shall, except for workers' compensation and employer's liability insurance, be primary, without right of contribution from insurance of Lessor. Any umbrella liability policy or excess liability policy (which shall be in "following form") shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of insurance maintained by Lessee shall not limit Lessee's liability under the Lease.

(e) Waiver of Subrogation. Notwithstanding any other provisions of the Lease, Lessee and Lessor each waive all rights to recover damages against the other, for loss or damage caused by fire and other perils and any other risk to the extent covered by policies of insurance or required to be covered by policies of insurance which are required to be carried in accordance with this Lease. This provision is intended to waive fully, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverages obtained by each of Lessee and Lessor pursuant to the Lease shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance.

(f) Notification of Incidents. Lessee shall notify Lessor within twenty-four (24) hours after the occurrence of any accidents or incidents in the Premises, the Building, Common Areas or the Project which could give rise to a claim under any of the insurance policies required under this Section 8.

4. Breach by Lessor; Performance by Lessee on Behalf of Lessor. Section 13.6(b) of the Lease is hereby deleted in its entirety and replaced with the following:

"13.6(b). Lessee's Remedies. Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged default by Lessor, Lessee's sole and exclusive remedy shall be either to seek either specific performance or monetary damages, provided that Lessor shall not be liable

for loss of business profits or consequential damages, and provided further, that any recourse for monetary damages by Lessee against Lessor shall be limited solely and exclusively to an amount which is equal to the amounts paid by Lessee to Lessor under the Lease (and Lessee hereby expressly waives and releases personal liability of Lessor in excess of such amount on behalf of itself and all persons claiming by through, or under the lease) Further, in no event shall the obligations of Lessor under the Lease constitute the personal obligations of Lessor or its partners, members, directors, officers, elected officials or shareholders, and Lessee shall have no right to seek recourse against Lessor's partners, members, directors, officers, elected officials or shareholders, or any of their personal assets for the satisfaction of any liability of Lessor with respect to the Lease. Lessee expressly waives all remedies except those specifically set forth in the Lease, including, without limitation, any right of offset or abatement except as specifically set forth in the Lease, any right to terminate the Lease under Civil Code Sections 1932(2), 1933(4) and 1941 or any other successor statute, or any statutory, legal or equitable self-help remedy including, without limitation, Civil Code Section 1942 or any other current or future law. Nothing contained in the Lease shall entitle Lessee to terminate the Lease as a result of Lessor's default nor excuse Lessee from paying Rent or Additional Rent due hereunder."

5. Estoppel Certificates. All references in the Lease to "Estoppel Certificate", including, but not limited to the definition in Section 16(a), shall refer to Lessor's standard form certificate.

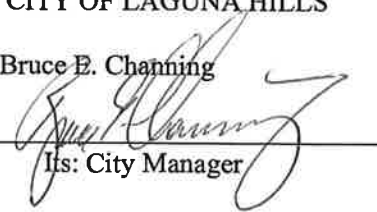
6. Recordation. Lessee shall not have any right to cause the Lease or any short form or memorandum thereof to be recorded.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of the Lease.

"Lessor"

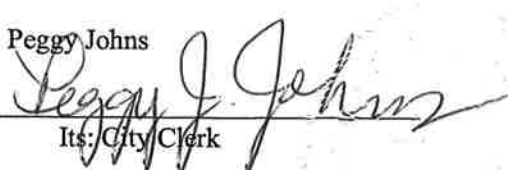
THE CITY OF LAGUNA HILLS

By: Bruce E. Channing

By: 

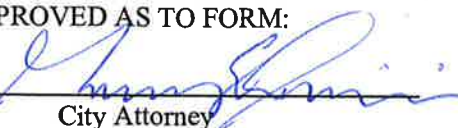
Its: City Manager

By: Peggy Johns

By: 

Its: City Clerk

APPROVED AS TO FORM:

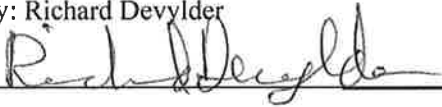
By: 

City Attorney

"Lessee"

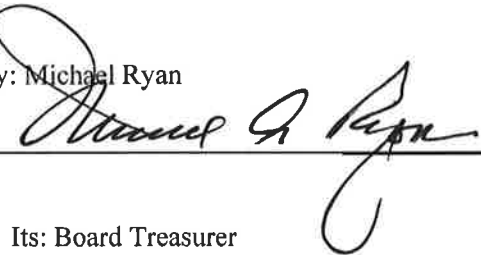
Dayle McIntosh Center for the Disabled Inc., a
California corporation

By: Richard Devylder

A handwritten signature in black ink, appearing to read "Richard Devylder", written over a horizontal line.

Its: Board President

By: Michael Ryan

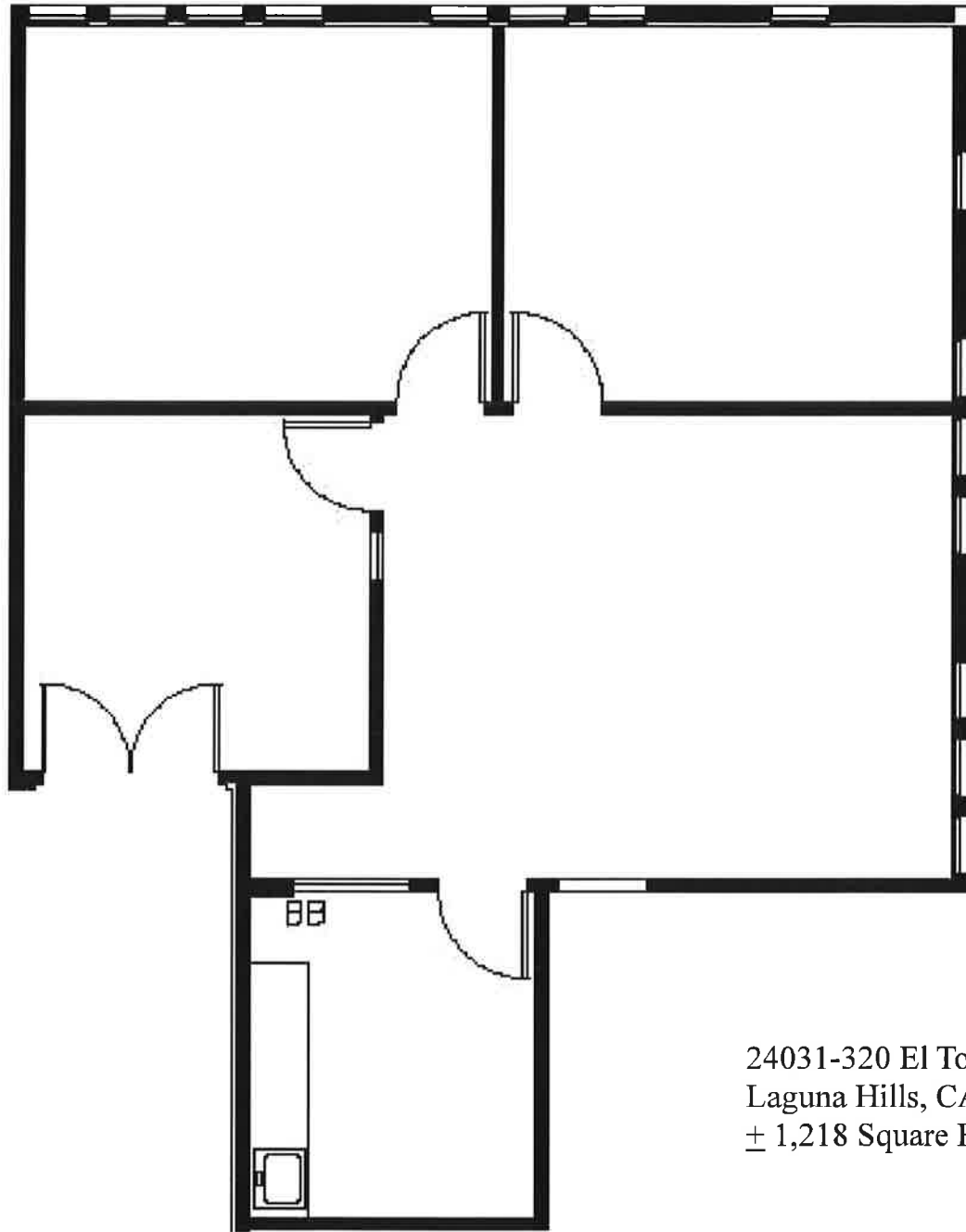
A handwritten signature in black ink, appearing to read "Michael Ryan", written over a horizontal line.

Its: Board Treasurer

Attachment: Lease (1833 : Third Amendment to Civic Center Lease)

LAGUNA HILLS CIVIC CENTER

24031-24035 El Toro Road, Laguna Hills



24031-320 El Toro Road
Laguna Hills, CA 92653
± 1,218 Square Feet

For Leasing Information:

Sandi Montez
smontez@essexrealty.com

(949) 218-3801

Managed by:

Jessica Heer
jheer@essexrealty.com

ESSEX | Management
Investment
Development

Attachment: Lease (1833 : Third Amendment to Civic Center Lease)

EXHIBIT B**RULES AND REGULATIONS****ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE**

The following Rules and Regulations shall be in effect at the Office Building Project. Lessor reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and Regulations and the Lease, the Lease shall be controlling.

1. Except with the prior written consent of Lessor, no Lessee shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the Lease.

2. Lessor reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on Lessor occasioned by the presence of such vendors or the sale by them of personal goods or services to the Lessee or its employees. If reasonably necessary for the accomplishment of these purposes, Lessor may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a Lessee, other than goods or services, which are used by a lessee only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to Lessee's vendors and suppliers in connection with Lessee's operation of its business.

3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any Lessee or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Lessor shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No Lessee and no employees of any Lessee shall go upon the roof of the Building without the written consent of Lessor. This Section 3 shall not apply to Lessee's vendor's suppliers in connection with Lessee's operation of its business.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the Lessee who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Lessee on any part of the Office Building Project or the Premises without the prior written consent of Lessor. If Lessor shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the

provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity or obtaining the specific written consent of Lessor with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by Lessor. Lessor shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Lessee, and Lessor shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to Lessor's prior approval. If Lessor, by a notice in writing to Lessee, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Lessee. No awnings shall be permitted on any part of the Premises.

7. Lessee shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Lessor.

8. Lessee shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Lessees, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

9. No Lessee shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. Lessee shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

10. Lessee and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by Lessor for smoking, in Lessor's sole and absolute discretion.

11. No cooking shall be done or permitted by Lessee on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.

12. Lessee, upon the termination of its tenancy, shall deliver to Lessor all the keys of offices, rooms and toilet rooms which shall have been furnished Lessee or which Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay Lessor therefore.

13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. Lessor shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom Lessor has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, Lessor reserves the right but shall not be

obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.

14. Lessee shall see that the windows and doors of the Premises are closed and securely locked before leaving the building and Lessee shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other Lessees or occupants of the Building or Lessor.

15. Lessee shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Lessor. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with a key for any such lock.

16. Lessee shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by Lessor under the Lease and any such equipment shall be placed in the Premises in settings approved by Lessor to adsorb or prevent any vibration, noise or annoyance.

17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by Lessee.

18. Lessor shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by Lessee which in Landlord's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Lessees, and upon written notice from Lessor, Lessee will refrain from or discontinue such publicity.

19. Lessee shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.

20. Lessee shall not overload the floor of the Premises. In addition, Lessee shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.

21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of Lessor and all moving of the same into or out of the Building shall be done at such time and in such manner, as Lessor shall designate. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, Lessor's consent to placement of Lessee's safes, heavy equipment or furniture shall not constitute a representation or warranty by Lessor that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve Lessee from responsibility for the consequences of noncompliance. Lessor will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee. There shall not be used in any space, or in the public halls of the Building, either by any Lessee or others, any hand trucks except those equipped with rubber tires and side guards.

22. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for their purpose of cleaning the same. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Lessor shall in no way be responsible to any Lessee for any loss of property on the Premises, however occurring, or for any damage done to the effects of any lessee by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.

23. Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Lessor.

24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by Lessor.

25. Lessor reserves the right to exclude or expel from the Office Building Project any person who in the judgment of Lessor, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.

26. The requirements of Lessee will be attended to only upon application to Lessor. Contractors, vendors and employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the Lessor or Lessor's agent.

27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the Lessor.

28. Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.

29. Lessee agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by Lessor and Lessee also shall provide Lessor with the name of a designated responsible employee to represent Lessee in all matters pertaining to such fire or security regulations.

30. Lessor reserves the right by written notice to Lessee, to rescind, alter or waive any rule or regulation at any time prescribed for the Office Building Project when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its lessees.

31. Lessees shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.

32. Lessor shall furnish heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday except for holidays. In the event Lessee requires heating and air conditioning during off hours, Sundays or Holidays, Lessor shall on notice provide such services at the then prevailing rate for such extra services.

33. Lessee shall cooperate with Lessor in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises. Lessee shall not obstruct, alter, or in any way impair the efficient operation of Lessor's heating, ventilating and air-conditioning system. Lessee shall not tamper with or change the setting of any thermostats or control valves.

34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by Lessor from time-to-time. Lessee agrees to cooperate with Lessor in completing regular maintenance of the parking lot.
- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) Lessor may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.
- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. Lessee and Lessee's employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) Lessor reserves the right to restrict customer, Lessee and Lessee's employees parking to a limited designated area or areas.

35. Lessee agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as Lessor may adopt from time to time for the orderly and proper operation of said Common Areas.

Lessor reserves the right to make such other and further rules and regulations as in its judgment may be for the safety, care and cleanliness of the Office Building Project and for the preservation of good order therein. Lessee agrees to abide by these Rules and Regulations herein above stated and any additional rules and regulations, which are adopted hereafter.

Date: 12/11/14

Lessor's Initials: RS

Date: 12-1-14

Lessee's Initials: RD

EXHIBIT "C"**Waiver and Release.**

It is the express and understood intent, purpose, desire, and agreement of the parties in the event of termination for cause or expiration of the Lease term, that Lessee, on behalf of itself, its officers, heirs, agents, shareholders, employees, subcontractors, executors, successors and assigns, shall and does hereby release and discharge Lessor, and its respective elected and appointed officials, officers, directors, employees, attorneys, accountants, consultants, other professionals, and agents, from and against the following: any claims, penalties, actions or causes of action, obligations, and demands of any kind including but not limited to, any claims arising under the California Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the California Code of Civil Procedure), the Relocation Statutes and Regulations set forth in Chapter 16 (commencing with Section 7260) of Division 7 of the California Government Code and Subchapter 1 (commencing with Section 6000) Division 3 of Title 25 of the California Code of regulations, and claims for a "taking" or inverse condemnation arising under the United States or California Constitutions or under any federal, state, or local law, statute, ordinance, regulation, rule, official policy, court order, or common law (collectively, the "Released Claims").

The parties further acknowledge that the Released Claims include any claims for loss of business goodwill pursuant to Code of Civil Procedure §1263.510 et seq., for precondemnation damages and severance damages.

Date: 12-1-14Lessee's Initials: RD

Attachment: Lease (1833 : Third Amendment to Civic Center Lease)

EXHIBIT "D"

WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE

If Lessor shall permit Lessee to construct any interior improvements (subsequent to the initial improvements to be constructed by Lessor, if any) in the Premises or to have any work performed in the Premises at any time prior to or during the Lease term by a contractor retained by Lessee ("Lessee's Work"), then Lessee shall comply with the requirements set forth herein. If Lessee's Work has been properly authorized, Lessee will receive written approval and consent for alterations to the Premises. All alterations to the Premises, excepting movable furniture and trade fixtures, shall, at Lessor's option, become a part of the realty and belong to Lessor.

1. **SUBMITTAL OF PLANS.** Prior to commencing any work in the Premises, Lessee shall submit to Lessor for approval its proposed plans for the work. Without limiting the foregoing, Lessee shall provide:

(a) A separate scale drawing denoting all proposed construction and/or demolition, if necessary.

(b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.

(c) Specify all dimensions and complete references to all work to be performed in the affected areas.

(d) If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

2. **CHECKLIST.** With respect to each project, Lessor will provide Lessee with a checklist listing the items required to be furnished to Lessor in connection with the proposed work. Lessee shall furnish to Lessor prior to, during, or upon completion of Lessee's Work, as applicable, each of the items specified in the checklist attached hereto as Attachment 1.

3. **CONTRACTORS PROVIDING INTERIOR IMPROVEMENT SERVICES.**

(a) The contractor employed by Lessee and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.

(b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place.

(c) Lessee shall use Lessor's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant if available at competitive rates.

(d) Lessee and Lessee's contractors shall comply with all Applicable Laws pertaining to the performance of Lessee's Work and the completed improvements and all applicable safety regulations established by Lessor or the general contractor.

(e) Prior to commencement of any work in the Premises, Lessee and Lessee's contractors (and any subcontractors) shall obtain and provide Lessor with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies

satisfactory to Lessor. Each general contractor (and any subcontractor) employed on the Premises shall provide Lessor with a current certificate of insurance in effect for that contractor with a thirty day notice of cancellation or revocation clause. Insurance requirements are as follows:

- (i) Comprehensive General Liability with a \$1,000,000 Combined Single Limit covering the liability of Lessor and contractor for bodily injury and property damage arising as a result of the construction of the improvements and the services performed thereunder. Lessor and any Management Company shall be named as an additional insured.
- (ii) Comprehensive Automobile Liability with a \$1,000,000 Combined Single Limit covering Lessor and vehicles used by contractor (and any subcontractor) in connection with the construction of the improvements.
- (iii) Workers' Compensation and Employer's Liability as required by law, for employees of the contractor (and any subcontractors) performing work on the Premises.

(f) The following requirements shall be incorporated as "Special Conditions" into the contract between Lessee and its contractors and a copy of the contract shall be furnished to Lessor prior to the commencement of Lessee's Work:

- (i) Prior to start of Lessee's Work, Lessee's contractor shall provide Lessor with a construction schedule in "bar graph" form indicating the completion dates of all phases of Lessee's Work.
- (ii) Lessee's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work which specifically includes accessways to the Premises which may be concurrently used by others.
- (iii) Lessee's contractor shall accept the Premises prior to starting any trenching operations. Any rework of sub-base or compaction required after the contractor's initial acceptance of the Premises shall be done by Lessee's contractor, which shall include the removal from the Project of any excess dirt or debris.
- (iv) Lessee's contractor shall contain its storage of materials and its operations within the Premises and such other space as it may be assigned by Lessor or Lessor's contractor. Should Lessee's contractor be assigned space outside the Premises, it shall move to such other space as Lessor or Lessor's contractor shall direct from time to time to avoid interference or delays with other work.
- (v) Lessee's contractor shall clean up the construction area and surrounding exterior areas daily. All trash, demolition materials and surplus construction materials shall be stored within the Premises and promptly removed from the Premises and the Project and disposed of in an approved sanitation site.
- (vi) Lessee's contractor shall provide temporary utilities, portable toilet facilities, and potable drinking water as required for its work within the Premises and shall pay to Lessor's contractor the cost of any temporary utilities and facilities provided by Lessor's contractor at Lessee's

contractor's request.

- (vii) Lessee's contractor shall notify Lessor or Lessor's project manager of any planned work to be done on weekends or other than normal job hours.
- (viii) Lessee's contractor or subcontractors shall not post signs on any part of the Project or on the Premises.

4. COSTS.

(a) Lessee shall promptly pay any and all costs and expenses in connection with or arising out of the performance of Lessee's Work (including the costs of permits thereof) and shall furnish to Lessor evidence of such payment upon request.

(b) Except in the case of carpet replacement or repainting, Lessee shall pay Lessor an amount equal to five percent (5%) of the total hard costs of construction and installation of Lessee's Work as compensation to Lessor for review of plans, use of facilities and other miscellaneous costs of Lessor incurred as a result of such work.

5. CONTRACTOR'S BONDS. At Lessor's sole discretion, Lessor may require Lessee to obtain performance and completion bonds to insure Interior Work

6. MECHANIC'S LIENS.

(a) Lessee shall not suffer or permit to be enforced against the Premises or any part of the Project any mechanic's, materialman's, contractor's or subcontractor's lien arising out of any work of improvement, however it may arise.

(b) Lessee shall notify Lessor at least ten (10) days prior to the commencement of construction of any Lessee's Work and Lessor shall have the right to post and record a notice of no responsibility in conformity with applicable law. Within ten (10) days following completion of Lessee's Work, Lessee shall file a Notice of Completion and deliver to Lessor an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Lessee's Work.

(c) In the event any lien is filed against the Project or any portion thereof or against Lessee's leasehold interest therein as a result of Lessee's work, Lessee shall obtain the release and/or discharge of said lien, within ten (10) days after the filing thereof. In the event Lessee fails to do so, Lessor may obtain the release and/or discharge of said lien and Lessee shall indemnify Lessor for the costs thereof, including reasonable attorney's fees, together with interest at the Applicable Interest Rate from the date of demand. Nothing herein shall prohibit Lessee from contesting the validity of any such asserted claim, provided Lessee has furnished to Lessor a lien release bond freeing the Premises from the effect of the lien claim.

7. INDEMNITY. Lessee shall indemnify, defend (with counsel satisfactory to Lessor) and hold Lessor harmless from and against any and all suits, claims, actions, loss, cost or expense (including claims for workers' compensation, attorney's fees and costs) based on personal injury or property damage, or otherwise (including, without limitation, contract and breach of warranty claims) arising from the performance of Lessee's Work. Lessee shall repair or replace (or, at Lessor's election, reimburse Lessor for the cost of repairing or replacing) any portion of the Building or item of Lessor's equipment or any of Lessor's real or personal property damaged, lost or destroyed in the performance of Lessee's Work.

8. BUILDING STANDARDS. All work shall conform to Lessor's established building standards and specifications. Lessee is required to make these standards part of the construction documents.

9. **ROOF PENETRATIONS.** If improvements penetrate the roof membrane, the penetrations will be sealed per Lessor/IRC roofing specifications and inspected by IRC to maintain roof warranty. The cost of inspection and all corrective work shall be borne by Lessee. Lessee shall use Lessor's original roofing contractor.

10. **BUILDING MODIFICATIONS.** Work will only be approved within the confines of a given space. Lessee will not be allowed to modify building exterior or mechanical and electrical service as provided to the building in common with other tenants.

11. **ELECTRICAL WORK.** All electrical work shall be approved from the unit space electrical panel only. Additional service requirements shall be secured only by direction of Lessor. Lessee shall use Lessor's original electrical contractor if available at competitive rates.

12. **SCHEDULE OF WORK.** Lessee shall be required to provide a schedule of all work to be performed, subject to Lessor approval. All costs to produce such schedule shall be borne solely by Lessee.

13. **CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS.** Building trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris. Unapproved usage will result in a penalty assessment to the Lessee equal to the cost of an extra pick-up service as provided under the current rate schedule of regular trash removal service.

14. **INSPECTION BY LANDLORD.** Lessor reserves the following rights: (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of nonresponsibility in conformity with California law, and (iii) the right to order, if reasonable, a total stop to all improvements underway for non-compliance with any of the requirements hereof.

15. **GENERAL PROVISIONS.**

(a) If Lessor has agreed to provide an allowance toward the cost of tenant improvements (other than the initial Lessee Improvement Allowance), Lessor shall retain from such funds an amount determined by Lessor until Lessee has fully complied with the requirements hereof.

(b) All materials, work, installations and decorations of any nature whatsoever brought on or installed in the Premises before the commencement of the Term or throughout the Term shall be at Lessee's risk, and neither Lessor nor any party acting on Lessor's behalf shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever.

(c) Nothing contained herein shall make or constitute Lessee as the agent of Lessor.

Attachment 1 to "Exhibit D"

ITEMS TO BE FURNISHED TO LESSOR FOR EACH WORK OF IMPROVEMENT

1. Plan of Alterations for Lessor Approval.
2. Contractor(s), Address, Telephone Number, Contact Person.
3. Copy of Contractor's State and City Business License.
4. Copy of Building Permit.
5. Copy of Final Inspection and Signed Building Permit Cards.
6. Copy of Certificate of Insurance Naming The City of Laguna Hills and Essex Realty Management as Additional Insured. Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation, Employer's Liability and original Endorsement.
7. Signed Unconditional Lien Waiver in favor of Development Corporation.
8. Schedule of Work.
9. Copy of Completion and Payment Bond.
10. Architect's License and Expiration.
11. Copy of Permit Plans.
12. Copy of As-Builts.
13. Copy of Recorded Notice of Completion.
14. Certificate of Occupancy.
15. Evidence of Insurance for All-Risk/Builder's Risk Insurance to the Amount of Improvements.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019

TO: Mayor and Council Members

FROM: Janice Reyes
Finance Director

ISSUE: Amendment No. 2 to the Professional Services Agreement with White Nelson Diehl Evans LLP to Perform Professional Independent Auditing and Accounting Services for an Additional Two Fiscal Years: FY 2018-19 and FY 2019-20

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign proposed Amendment No. 2 to the Professional Services Agreement with White Nelson Diehl Evans LLP, to amend the scope of work to include professional independent auditing and accounting services for an additional two fiscal years: Fiscal Years 2018-19 and 2019-20.

SUMMARY:

In March 2015, the City issued a Request for Proposal (RFP) for professional independent audit and accounting services. The engagement period specified in the RFP was for fiscal years (FY) 2014-15 and 2015-16 with an option for four (4) additional fiscal years. After interviews of the top three firms, the City's Audit Committee recommended the firm of White Nelson Diehl Evans LLP (WNDE) to the City Council. On June 9, 2015, the City entered into a Professional Services Agreement (PSA) with WNDE to perform professional independent auditing and accounting services for FY 2014-15 and 2015-16. On April 25, 2017, the City Council approved and authorized Amendment No. 1 to the PSA, amending the scope of work to include professional independent auditing and accounting services for an additional two fiscal years: FY 2016-17 and 2017-18. WNDE has concluded their services for FY 2017-18 and staff is recommending that the City Council approve and authorize the Mayor to sign the proposed Amendment No. 2 to the

Professional Audit Services Agreement FY 2018-19 & FY 2019-20

April 9, 2019

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PSA with WNDE to amend the scope of work to include professional independent auditing and accounting services for the remaining two fiscal years of their original proposal: FY 2017-18 and 2018-19.

BACKGROUND:

City Council Policy No. 105, entitled Financial Policies, dictates that the City's annual financial report shall be audited each year by an independent external auditor and a new auditor shall be selected competitively, through a formal public request for proposal process, at least every six years pursuant to State law. Accordingly, with the conclusion of the financial audit for fiscal year ended June 30, 2014, staff issued a Request for Proposal (RFP). The engagement period specified in the RFP was for fiscal years (FY) 2014-15 and 2015-16 with an option for four (4) additional fiscal years.

After interviews of the top three firms, the City's Audit Committee recommended the firm of White Nelson Diehl Evans LLP (WNDE) to the City Council. On June 9, 2015, the City Council authorized a two-year Professional Services Agreement (PSA) with WNDE to perform the auditing and accounting services for FY 2014-15 and 2015-16. On April 25, 2017, the City Council approved and authorized Amendment No. 1 to the PSA, amending the scope of work to include professional independent auditing and accounting services for an additional two fiscal years: FY 2016/17 and 2017-18. A copy of the PSA and Amendment No. 1 with WNDE is attached to this report, along with the original proposal from WNDE as Exhibit A to the PSA.

With the conclusion of FY 2017/18 audit, staff is recommending that the City Council retain the services of WNDE for the final two fiscal years of their original proposal, FY 2018/19 and 2019/20. Attached to this report is the proposed Amendment No. 2 to the current PSA with WNDE, which:

- Amends the Scope of Work to now include audit and accountant services for FY 2018/19 and 2019/20;
- Extends the term for two additional years, for a total of six (6) years; and
- Increases the current Maximum Contract Amount of \$130,000 by \$70,000, for a total not-to-exceed contract amount of \$200,000, for the entire six (6) fiscal years combined FY 2014/15 through FY 2019/20.

Professional Audit Services Agreement FY 2018-19 & FY 2019-20

April 9, 2019

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FISCAL IMPACT:

The original Cost Proposal from WNDE is attached as Exhibit A of the attached PSA. WNDE originally proposed a two year term, with the option for up to another four (4) years of services at a maximum fixed price, including as-need services, at established hourly rates for the "Option Periods" identified in the current contract. A summary of the costs for the additional two fiscal years are presented below:

	<u>FY 2018-19</u>	<u>FY 2019/20</u>
Audit, CAFR Preparation, & GANN Limit Review	\$ 24,600	\$ 25,090
State Controller's Office Street Report	1,210	1,235
State Controller's Office Financial Report	3,205	3,270
Total for Fiscal Year	<u>\$ 29,015</u>	<u>\$ 29,595</u>
Single Audit and Related Reports ⁽¹⁾	<u>\$ 2,940</u>	<u>\$ 3,000</u>

⁽¹⁾ Subject to the threshold of \$750,000 in federal expenditures in a single fiscal year. Staff does not anticipate meeting the threshold requirement for a Single Audit in FY 2018-19 and FY 2019-20.

The proposed cost for the services for FY 2018-19 and 2019-20 will be included in the upcoming proposed Biennial Budget FYs 2019 - 2021, if approved.

ATTACHMENTS:

- Attachment 1- Copy of Current Professional Services Agreement with WNDE
- Attachment 2 - Copy of Amendment No. 1 to Professional Services Agreement
- Attachment 3 - Proposed Amendment No. 2 to Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

White Nelson Diehl Evans LLP

(Independent Financial Audit Services – City Audits for Fiscal Years 2014/15 & 2015/16)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 9th day of June 2015, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as “City”) and WHITE NELSON DIEHL EVANS LLP, a California Limited Liability Corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified certified public accounting firm for the purpose of serving as independent auditors for the City of Laguna Hills to perform independent audit services for Fiscal Years 2014/15 and 2015/16, as well to provide the City with other auditing and accounting services (the “Project”).

B. Consultant has submitted to City a proposal, dated April 24, 2015, to provide professional independent auditing services, as well as other auditing and accounting services, to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain Consultant to provide such professional services for the Project.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional independent auditing services for Fiscal Years 2014/15 and 2015/16, as well as other auditing and accounting services, to City for the Project as described, specified and as set forth in the Proposal/Scope of Work, dated April 24, 2015, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the

"Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original April 24, 2015 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the

sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed in accordance with the all-inclusive maximum professional rates set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Sixty Five Thousand Dollars (\$65,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall nevertheless complete the Services and Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

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

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

included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of two (2) years, commencing on June 9, 2015 and ending on June 30, 2017, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a

task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

the responsibility of the City.

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

5. INSURANCE

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

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

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

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

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

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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

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

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a

current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

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

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

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

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

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

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

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the

City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

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

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

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

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

has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Consultant agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its

officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence, active negligence, or willful misconduct of the City.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no

claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice,

Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

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

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

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

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies

expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City:

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

To Consultant:

White Nelson Diehl Evans LLP
Attention: Nitin P. Patel, CPA, Engagement Partners
2875 Michelle Drive, Suite 300

Irvine, CA 92606-5165
 Telephone: (714) 978-1300
 Facsimile: (714) 978-7893

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

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

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

10.8 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from

any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

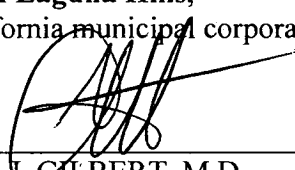
10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

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

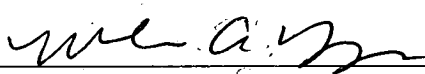
"CITY"

City of Laguna Hills,
a California municipal corporation



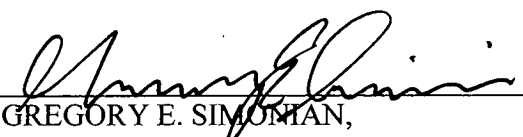
DORE L. GILBERT, M.D.
Mayor

ATTEST:

 (SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:



GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

White Nelson Diehl Evans LLP,
a California limited liability partnership

By: 

NITIN P. PATEL, CPA
Engagement Partner

EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: APRIL 24, 2015**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**

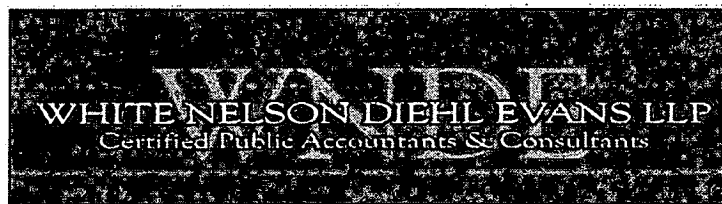
**CITY OF LAGUNA HILLS
PROFESSIONAL AUDITING
SERVICES PROPOSAL**

FOR THE TWO YEARS ENDING JUNE 30, 2016

**(WITH AN OPTION FOR THE FOUR YEARS
ENDING JUNE 30, 2020)**



Submitted By:



TITLE PAGE

RFP Subject: Certified Audits on the City of Laguna Hills
For the Two Years Ending June 30, 2016
(With an Option for the Four Years
Ending June 30, 2020)

Name of Proposer: White Nelson Diehl Evans LLP
Certified Public Accountants and Consultants

Local Address: 2875 Michelle Drive, Suite 300
Irvine, CA 92606-5165

Telephone: (714) 978-1300

Fax: (714) 978-7893

Federal Identification Number: 33-0686301

California CPA License Number: PAR 6123

Website: www.wndecpa.com

Email: npatel@wndecpa.com

Contact Persons: Nitin P. Patel, CPA
Engagement Partner

Robert J. Callanan, CPA
Technical Review Partner

Date: April 24, 2015



CITY OF LAGUNA HILLS

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WNDE

WHITE NELSON DIEHL EVANS LLP
Certified Public Accountants & Consultants

April 24, 2015

Ms. Janice Mateo Reyes
Finance Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Dear Ms. Mateo Reyes:

We are pleased to present our proposal to serve as independent auditors for the City of Laguna Hills. We have prepared this information in accordance with the guidelines set forth in your request for proposal.

Why We Are The Best Qualified Firm

We consider ourselves to be the best qualified firm to perform auditing and accounting services for the City of Laguna Hills. Please consider these qualifications:

- A significant part of our practice is devoted to providing professional services to the governmental industry and over the past year, the firm provided services to approximately 100 governmental organizations and on an annual basis our firm issues over 150 reports on audits of governmental agencies including, Cities, the Successor Agency to Redevelopment Agencies, Special Districts and Joint Power Authorities.
- Our firm has devoted a substantial amount of time and resources in order to provide governmental agencies with quality audits. Our knowledge of the industry is best demonstrated by the fact that our clients who apply for the "Certificate of Achievement in Financial Reporting" issued by the Government Finance Officers Association (GFOA) consistently receive that award. A list of these clients is presented on page 6 of this proposal.
- We are in a professional alliance with BDO Seidman, a National Accounting Firm, and a network of accounting firms allowing us the ability to provide quality attestation services. The BDO Alliance provides us access to BDO's personnel and technical resources which allows White Nelson Diehl Evans LLP to deliver the range of services and capabilities of a large national firm, including the use of specialists to support the needs of our clients.
- We are a full service CPA firm. Our Consulting Services Department can provide the City with a variety of services, including investment policy compliance reviews, litigation support, dispute resolution services, and consulting on a wide array of governmental issues.
- Our audits include extensive use of information technology as described in detail on page 7 of this proposal.

Why We Are The Best Qualified Firm (Continued)

- We understand that we provide a service to the City. We are committed to providing an effective and efficient audit that will meet the proposed timing of the project deliverables by assigning experienced governmental auditors. Understanding the size of the City of Laguna Hills and the scope of work requested in the proposal, we are proposing an engagement team with extensive governmental audit experience. The staffing plan includes Nitin Patel, CPA, the engagement partner with 29 years of experience, Kassie Radermacher, CPA, with 10 years of experience who will manage the audit and be on-site supervising the audit fieldwork and Jesse Pattison, CPA, a senior with 4 years of experience who will be on-site performing the fieldwork. We are confident that the proposed staffing plan with an engagement team experienced in governmental audits and who are familiar with municipal procedures will result in an effective and efficient audit that meets the project timing and deliverables requirements with minimum disruption to your staff.

The scope of our services for the two years ending June 30, 2016 would be as follows:

- A financial audit and preparation of the basic financial statements of the City of Laguna Hills in accordance in with auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States, to be included in the Comprehensive Annual Financial Report (CAFR).
- A Single Audit of Federal Grants to be performed to meet the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133.
- An agreed-upon procedures review of the calculation of the City's GANN Appropriations Limit (GANN), as required by Section 1.5 of Article XIII B of the California Constitution.
- A compliance review of the City's Investment Policy.
- Preparation of the City's California State Controller's Office Annual Street Report and Annual Financial Report.
- A management letter containing any comments or recommendations resulting from our review of the systems of internal controls in connection with the financial audits.
- A report communicating information related to the audit to those in charge of governance at the conclusion of the audits.
- Verify the implementation of recommended improvement from prior year submission to GFOA under the CAFR award program.
- Participate in a minimum of two audit committee meetings.

We make a commitment to deliver all necessary reports based on the timetable presented herein on page 17. Also, a more detailed discussion of our understanding of the work to be performed is set forth on pages 17 through 24.

Our goal is to provide the City with the highest quality of service, including a CAFR which meets all required reporting standards. We are confident that our service and experience will be of benefit to the City and will provide added value over and above the performance of the audit itself. Throughout the year, you should feel comfortable in calling us for advice regarding accounting and auditing matters, as we are never too busy to meet the needs of our clients.

We thank the City for the opportunity to present our proposal. Please feel free to contact me, or Mr. Robert J. Callanan, CPA, at (714) 978-1300 if you have any questions. This proposal constitutes a firm and irrevocable offer for 60 days from the date of this letter. Mr. Callanan and I are authorized to represent our firm, and bind the firm to a contract.

Very truly yours,

WHITE NELSON DIEHL EVANS LLP



Nitin P. Patel, CPA
Engagement Partner



FIRM PROFILE AND QUALIFICATIONS

LICENSING AND INDEPENDENCE

Our firm, and all of our certified personnel, are properly licensed to practice public accounting in California.

Also, we meet the independence requirements of "Government Auditing Standards", as published by the U.S. General Accountability Office. We have no conflict of interest with the City and will provide written notice to the City of any professional relationships contemplated with the City during our term as auditors. We have not provided auditing or any other services to the City during the past five years.

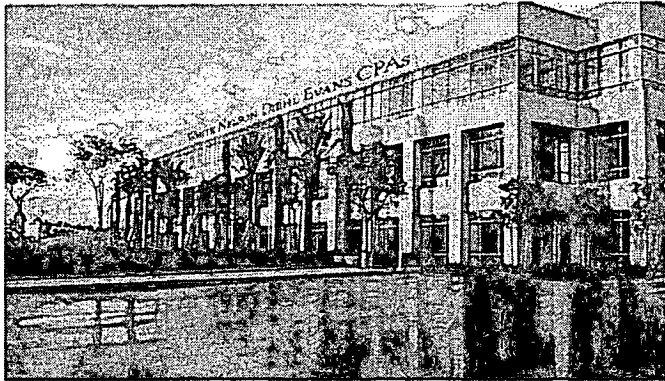
INSURANCE

The firm has the following insurance coverage:

<u>Insurance Type</u>	<u>Each Occurrence Limit</u>	<u>Aggregate Limit</u>	<u>Deductible</u>
Umbrella Policy	\$ 4,000,000	\$ 4,000,000	\$ 10,000
General Liability	1,000,000	2,000,000	-
Auto Liability - Hired & Nonowned	1,000,000	1,000,000	-
Workers' Compensation	1,000,000	1,000,000	-
Professional Liability	5,000,000	10,000,000	75,000

SIZE AND LOCATION OF THE FIRM

White Nelson Diehl Evans LLP is a California accounting firm with offices in Irvine, Carlsbad and Escondido.



Our firm has approximately 140 employees, which includes 23 partners with separate assurance and tax departments. Your City would be served by the assurance department from our Irvine office, which has approximately 45 professional staff members, including 9 partners, 15 managers and supervisors. The Irvine Office assurance department staff with governmental experience consists of four partners, five managers, four supervisors, ten seniors and twelve staff accountants.

White Nelson Diehl Evans LLP has extensive experience in providing auditing, accounting and consulting services in the governmental sector. Over twenty thousand hours per year are devoted to this area of our practice for over 100 governmental units including cities, successor agencies, special districts, nonprofit corporations and joint power authorities.



RANGE OF ACTIVITIES

White Nelson Diehl Evans LLP is a full service CPA firm. We offer a broad range of services, including:

Certified Audits	Tax Planning and Consulting
Compilations and Reviews	Income Tax Preparation and Representation
Agreed-Upon Procedure Reviews	Consulting Services
Financial Services	Litigation Support Services

Our specific services available to governmental agencies are more fully set forth in this proposal.

PARTICIPATION IN "QUALITY REVIEW" PROGRAMS

In July 2012, our firm underwent a quality review, by an independent CPA firm, under provisions of the AICPA Quality Review Program. This review is required every three years and covered our audits of governmental agencies. A final report dated August 3, 2012 with a pass rating on our systems and procedures was received. A copy of the independent CPA firm's report is included herein at Attachment II. Accordingly, we are confident that our current auditing standards and techniques meet all existing requirements.

No regulatory action has ever been taken against any office of our firm due to substandard work. We had no significant deficiencies noted in any federal or state desk reviews over the past three years.

EDUCATION PROGRAMS

White Nelson Diehl Evans LLP has a formal continuing education program. All firm auditors are required to obtain 80 hours of continuing education every two years in the accounting and auditing area as required by Government Auditing Standards, and at least 24 hours of government related continuing education courses. Our staff is continually expanding their knowledge of the governmental industry through our in-house training programs, programs offered by the AICPA, GFOA, the California Society of Certified Public Accountants and other professional organizations, and through on-the-job training.

Noted below is a description of certain in-house education courses taken by our partners and staff to meet the governmental continuing education requirements. All personnel involved with governmental auditing are required to attend these courses.

- Understanding the Risk Assessment Standards
- Understanding of GASB Statement No. 34, Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments
- Understanding, and Auditing, Deposits and Investments of California Governmental Units
- Understanding GASB Statements 43 and 45 related to Other Post Employment Benefits
- Reviews of Internal Controls in Accordance With Statements on Auditing Standards
- Assessing Audit Risk and Materiality in Conducting An Audit
- Consideration of Fraud in a Financial Statement Audit
- Computer Auditing in the Governmental Environment
- The Single Audit - New Provisions under OMB Circular A-133
- Laws and Regulations in the Government Sector
- Understanding GASB Statement 54 related to Fund Balance Reporting and Governmental Fund Type Definitions
- Understanding GASB Statement 65 related to reporting of Deferred Outflows and Deferred Inflows of Resources
- Understanding the new GASB Pension Standards



PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

Our partners and staff are actively involved in professional organizations in the governmental accounting field. Noted below is a summary of our participation in various national and California governmental organizations.

AICPA

Our firm is a member of the AICPA Governmental Audit Quality Center. The Center is a firm-based voluntary membership Center whose primary purpose is to promote the importance of quality governmental audits to purchasers of governmental audit services. The Center provides members with an online forum tool for sharing best practices, as well as discussions on audit, accounting, and regulatory issues. As a member of the Center, the firm receives updates on changes in auditing and accounting standards that effect governmental audits. The quality control partner is required to attend an annual web cast to discuss auditing and reporting issues effecting governmental audits. Our firm uses the resources of the Center to maintain the quality of our governmental audits.

GFOA, GASB and FASB

Our firm is an associate member of the Government Finance Officers Association of the United States and Canada (GFOA).

Also, we have web based access to the latest pronouncements issued by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standard Board (FASB), including Interpretations, Technical Pronouncements and Newsletters. We regularly analyze these pronouncements and advise our governmental clients of changes in accounting rules.

CSMFO

Our Irvine office partners and our Director of Consulting Services are associate members of the California Society of Municipal Finance Officers (CSMFO). Our personnel regularly attend local CSMFO chapter meetings throughout Southern California, and the annual statewide conference. We often provide public speakers for these meetings.

CSCPA

Several partners and principals of the firm have been members of the Governmental Accounting and Auditing (GAA) Committee of the Orange County Chapter of the California Society of Certified Public Accountants (CSCPA). Mr. Patel, Mr. Ludin and Mr. Morgan have each served as chairman of this committee. Firm personnel have been involved over the years in preparing position papers issued for professional organizations on governmental accounting matters. Currently, Mr. Patel and Mr. Callanan are members of the State Governmental Accounting and Auditing Committee.



GFOA AWARD PROGRAM

The partner and manager will be involved in all phases of report preparation or review. Reporting checklists will be used to assure compliance with all reporting requirements. In addition, another member of the firm, not associated with the audit, and with extensive governmental auditing and accounting experience, will review each financial statement audited and related reports. Based on the high quality of our review process, we have been able to assist various clients in obtaining the GFOA "Certificate of Achievement for Excellence in Financial Reporting". The recent clients that have received the award are:

Cities:

Alhambra
Bellflower
Beverly Hills
Burbank
Camarillo
Campbell
Colton
Costa Mesa
Cypress
Del Mar
Downey
Fountain Valley
Goleta
Highland
Lake Forest
Lakewood
Lancaster
Newport Beach
Palm Desert
Pico Rivera
Port Hueneme

Cities (Continued):

Rancho Palos Verdes
Rancho Santa Margarita
San Buenaventura
San Gabriel
Sanger
Signal Hill
Stanton
Tustin
West Covina
West Hollywood
Westminster

Special Districts:

Costa Mesa Sanitary District
Inland Empire Utilities Agency
Las Virgenes Municipal Water District
Olivenhain Municipal Water District
Otay Water District
Rancho California Water District
Santa Ana Watershed Project Authority
Yorba Linda Water District



COMPUTER AUDITING CAPABILITIES

White Nelson Diehl Evans LLP uses technology to make the audit process more effective. We utilize a paperless audit software, ProSystem fx Engagement, which allows us to manage our audit documentation electronically. Some of the benefits of paperless audit are:

- Receive the City's schedules in either hard copy or electronic format.
- Import and integrate trial balance data from virtually any accounting system. We avoid the time and expense of keying in account numbers, descriptions and account balances. We simply take your electronic trial balance and import it directly into our audit software.
- Create our own lead sheets, which can include prior year balances. This helps us to easily identify significant fluctuations between fiscal years.
- CAFR schedules are linked to trial balances. CAFR is updated automatically for any last minute journal entries, if any.

Our approach includes using IDEA (Interactive Data Extraction and Analysis) which is a data analysis software that can be used to analyze large amounts of information. It allows the firm to extract data from the City's accounting records to tailor specific audit tests based on risk assessments. Some audit procedures that IDEA can be utilized for are:

- Mechanical accuracy of worksheets or general ledgers.
- Exception and gap/completeness testing for missing check numbers.
- Cross checking different data bases for common information such as employee names.
- Duplicate testing of invoice numbers.
- Completeness of general ledger balances.

The firm also has document management software which allows our clients to access our web portal. We utilize the web portal to transfer data files that are confidential or too large to be sent by e-mail.



PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

AUDIT TEAM

The audit team assembled consists of individuals who have extensive experience auditing governmental agencies and are familiar with municipal accounting. In addition, each team member's skill and experience developed working in other industries our firm serves can be applied to the individual requirements of the City of Laguna Hills.

The personnel assigned to the engagement team are as follows:

The engagement partner will be Mr. Nitin P. Patel, CPA. Mr. Patel has over 29 years of experience with audits of local governments. He will be involved with all phases of the audit including (a) the planning phase of the audit to assess risks related to the audit (b) a final review of all the work papers and financial reports, and (c) attending any meetings with City's management and City council at the conclusion of the audit. He will be responsible for assuring that all work for the City is performed in a complete and timely manner.

Mr. Robert J. Callanan, CPA, will be the Technical Review Partner and will perform a quality review of all reports issued in connection with the audit. Mr. Callanan has over 25 years of experience with audits of local governments. He will also consult on the accounting treatment of unusual transactions or audit issues.

Ms. Kassie Radermacher, CPA, will serve as the audit manager. Ms. Radermacher has over 10 years of experience with audits of local governments. She will be the primary contact for the City and related audits. She will (a) be on-site supervising staff accountants, (b) perform the initial review of the work papers including a review of the work completed related to internal controls, (c) supervise the completion of the financial reports and management letter and (d) assist in the audit of any complex or unusual audit areas.

The audit senior will be Mr. Jesse Pattison, CPA. Mr. Pattison has over 4 years of public accounting experience. He will be on-site performing the fieldwork including performing tests of internal controls, substantive tests of account balances, and analytical tests. He will also draft the financial statements and various reports required for this engagement.

Resumes for the above partners and personnel are included at pages 9 through 12.

COMMITMENT RELATED TO PERSONNEL

We make a commitment to retain the same personnel on the City from year to year, except where such personnel leave the firm, or where the change is approved by the City. If a staff member is replaced, we make a commitment to replace that person with staff of at least equal experience.

NONDISCRIMINATION POLICY

Our firm has a policy to provide equal employment opportunities to all qualified persons without regard to race, color, age, sex, religion, national origin or handicap.



NITIN P. PATEL, CPA**Position**

Engagement Partner

Education

University of California at Irvine
 Bachelor of Arts in Economics
 California State University at Long Beach
 Masters of Accounting Program

Licensing

Certified Public Accountant in California since 1988

Professional Organizations

American Institute of Certified Public Accountants
 California Society of Certified Public Accountants
 California Society of Municipal Finance Officers (CSMFO) - Associate Member
 Governmental Accounting and Auditing Committee of Orange County - Committee Chairman (2001-2002)
 California Governmental Accounting and Auditing Committee Member

Range of Experience

Has been with the firm since 1986 with emphasis in governmental accounting and financial reporting and is responsible for firm's in-house governmental accounting and auditing training programs.

Experience includes supervision of over one hundred audits of governmental agencies including cities, successor agencies/redevelopment agencies, non-profit corporations, joint powers authorities and special districts.

CSMFO Report Reviewer for Award Program.

GFOA Report Reviewer for Award Program - Certificate of Achievement for Excellence in Financial Reporting.

Other experience includes providing consulting services for governmental agencies including special internal control reviews, cost allocation plans, cable television rate reviews, reviews of City Treasurer operations and transient occupancy tax reviews of city hotels/motels.

Mr. Patel was the engagement partner on the following local government audits in 2014:

Cities:

Alhambra
 Artesia
 Bellflower
 Burbank
 Colton
 Costa Mesa
 Cypress
 Gilroy
 Lake Forest
 Newport Beach
 Palm Desert
 Port Hueneme
 Rialto
 San Gabriel
 Stanton

Cities (Continued):

West Hollywood
 Westminster

Special Districts:

Chino Basin Desalter Authority
 Costa Mesa Sanitary District
 Cypress Recreation and Park District
 Inland Empire Regional Composting Authority
 Inland Empire Utilities Agency
 La Habra Heights County Water District
 La Puente Valley County Water District
 Orchard Dale Water District
 Rancho California Water District
 South Coast Water District
 Yorba Linda Water District

Continuing Professional Education

Total hours were 191 in the last three years, of which 168 hours were for meeting the requirements of the Government Audit Standards.



ROBERT J. CALLANAN, CPA**Position**

Technical Review Partner

Education

Aquinas College, Grand Rapids, Michigan
 Bachelor of Arts, Business Administration, 1988
 Bachelor of Science, Accounting, 1988

Licensing

Certified Public Accountant in California since 1993

Professional Organizations

American Institute of Certified Public Accountants - Member
 California Society of Certified Public Accountants - Member
 California Society of Municipal Finance Officers (CSMFO) - Associate Member
 California Governmental Accounting and Auditing Committee Member

Range of Experience

Twenty-five years with the firm specializing in governmental audit, accounting and consulting services.

Two years of experience as Chief Financial Officer of a mortgage lending corporation.

Responsible for the firm's in-house governmental accounting and auditing training programs.

GFOA Report Reviewer for Award Program - Certificate of Achievement for Excellence in Financial Reporting.

Mr. Callanan was the engagement partner on the following local government audits in 2014:

Cities:

Camarillo
 Campbell
 Del Mar
 Hawaiian Gardens
 Oxnard
 Pico Rivera
 Rancho Santa Margarita
 San Buenaventura

Special Districts:

Laguna Beach County Water District
 Pico Rivera Water Authority
 Pomona-Walnut-Rowland Joint Water
 Line Commission
 Rowland Water District
 Sunset Beach Sanitary District
 Surfside Colony Stormwater Protection District
 Surfside Community Services District
 Ventura Port District

Continuing Professional Education

Total hours were 202 in the last three years, of which 179 hours were for meeting the requirements of the Government Audit Standards.



KASSIE RADERMACHER, CPA**Position**

Audit Manager

Education

West Virginia University

Masters of Professional Accountancy, 2005

Bachelor of Science, 2003

Licensing

Certified Public Accountant in California since 2010

Certified Public Accountant in Virginia since 2006

Professional Organizations

California Society of Certified Public Accountants (CSCPA)

Range of Experience

Ms. Radermacher has been with the firm since June 2009. Ms. Radermacher has performed all phases of local governmental audits including cities, successor agencies/redevelopment agencies, single audit of federal grants, special districts, compliance audits and agreed-upon procedures engagements. As an audit manager, she is involved with planning the audit, performing fieldwork for all aspects of the audit, supervising staff accountants and preparation of financial statements. Ms. Radermacher served as the Audit Manager on the following local government audits in 2014:

City of Artesia	La Puente Valley County Water District
City of Bellflower	Lake Elsinore & San Jacinto
City of Cypress	Watersheds Authority
City of Del Mar	Local Agency Formation Commission (LAFCO) -
City of Fountain Valley	Orange County
City of Lake Forest	Orchard Dale Water District
City of Newport Beach	Orange County Vector Control District
City of Rancho Santa Margarita	Pico Water District
City of Rialto	Santa Ana Watershed Project Authority
City of San Gabriel	Sunset Beach Sanitary District
City of Stanton	Surfside Colony Community Service District
	Surfside Colony Storm Water Protection District
	Yorba Linda Water District

Prior to joining the firm, Ms. Radermacher was senior in-charge of compilations, reviews, single audits, and financial audits for non-profit and business clients with Rager, Lehman & Houck, P.C. in Frederick, MD. She was also responsible for educating and monitoring the staff.

Continuing Professional Education

Total hours were 193 in the last three years, of which 181 hours were for meeting the requirements of the Government Audit Standards.



JESSE PATTISON, CPA**Position**

Audit Senior

Education

University of Arizona

Masters of Accounting, 2011

Bachelors of Science, 2010

Licensing

Certified Public Accountant in California since December 2014

Range of Experience

Mr. Pattison has been with the firm since August 2012. Mr. Pattison has performed all phases of audits including Non-profit Corporations, Cities, Single Audit of Federal Grants, Special Districts, Compliance Audits, Business Entities, and Agreed-Upon Procedures engagements. He has been involved with planning the audit, performing fieldwork for all aspects of the audit and preparation of financial statements. Mr. Pattison has been involved with the following Non-profit, Governmental and Business clients:

Governmental:

City of Alhambra
 City of Artesia
 City of Beverly Hills
 City of Burbank
 City of Gilroy
 City of Highland
 City of Hawaiian Gardens
 City of La Habra Heights
 City of Lake Forest
 City of Newport Beach
 City of Sanger
 California Joint Powers Insurance
 Authority
 Los Angeles Local Agency
 Formation Commission
 Orchard Dale Water District

Non-profit Corporations:

Boys and Girls Clubs of Garden Grove
 Collwood Terrace
 Human Options, Inc.

Business Entities:

Aubrey Group
 Ganahl Lumber Company
 Independent Capital Management
 Ironman
 LeVecke Corporation
 Meridian Graphics
 Pacific American Fish, Co.
 Park West
 Pool Water Products
 Security Signal Devices, Inc.
 Trussed, Inc.
 Venus Textiles, Inc.

Prior to joining the firm, Mr. Pattison was a staff accountant and performed reviews, single audits, and financial audits for non-profit and business clients with Eide Bailly in Phoenix, Arizona.

Continuing Professional Education

Total hours for the period of August 1, 2012 through December 31, 2014 were 96, of which 96 hours were for meeting the requirements of the Government Audit Standards.



FIRM EXPERIENCE WITH GOVERNMENTAL ENTITIES

SIMILAR ENGAGEMENTS WITH OTHER MUNICIPAL ENTITIES AND REFERENCES

The scope of work and client references for five comparable city clients are included below. A complete list of similar engagements for the past five years is included in Attachment I of this proposal.

City of Costa Mesa

Ms. Colleen O'Donoghue
Assistant Finance Director
(714) 754-5421

Scope of work:

City, Housing Authority,
Financing Authority, and
AQMD audits
Single audit
GANN report

City of Lake Forest

Mr. Keith Neves
Director of Finance
(949) 461-3400

Scope of work:

City and Housing Authority
audits
Preparation of the CAFR
Single audit
GANN report

City of Newport Beach

Mr. Dan Matusiewicz
Director of Finance
(949) 644-3126

Scope of work:

City audit
Single audit
GANN Report

City of Rancho

Santa Margarita

Ms. Stefanie Turner
Finance Director
(949) 635-1812

Scope of work:

City audit
GANN report

City of Stanton

Mr. Stephen Parker
Administrative Services
Director
(714) 379-9222

Scope of work:

City and Successor Agency
audits
Preparation of the CAFR
GANN report

CITY CLIENT REFERENCES

One means of judging the high quality of our auditing and accounting services would be contact with some of our clients over the past year. We are including the names and phone numbers of the city clients as presented in Attachment I of this proposal. We encourage you to contact any of these individuals and verify our level of service.



ENTERPRISE FUND EXPERIENCE

Most cities audited by our firm have a water utility enterprise fund. Noted below is a partial listing of other enterprise funds audited by our firm in recent years:

<u>City</u>	<u>Enterprise</u>
Alhambra	Water, Sewer, Storm Drain, Sanitation, Golf Course
Avalon	Harbor, Sewer, Saltwater, Solidwaste, Hospital
Bellflower	Water
Beverly Hills	Water, Solidwaste, Wastewater, Stormwater
Burbank	Water Reclamation, Sewer, Golf, Electric Utility
	Water Utility, Refuse Collection and Disposal
Camarillo	Water, Sanitary, Solidwaste, Transit
Colton	Electric Utility, Water Utility, Wastewater Utility
Cypress	Sewer
Del Mar	Water, Wastewater, Cleanwater
Downey	Water, Sewer, Golf Course, Transit System
Fountain Valley	Water, Solidwaste
Gilroy	Water, Sewer
Hesperia	Water, Sewer
Lakewood	Water
Lancaster	Power Authority
Newport Beach	Water, Sewer
Oxnard	Water, Wastewater, Environmental Resource, Performing Arts and Convention Center, Housing Authority, Golf Course
Palm Desert	Golf Course
Pico Rivera	Water, Sports Arena, Golf
Port Hueneme	Water, Wastewater, Solidwaste, Housing
Rancho Palos Verdes	Water Quality Flood Protection
Rialto	Airport, Cemetery, Recreation, Wastewater, Water
San Buenaventura	Water, Sewer
Sanger	Water, Sewer, Disposal, Ambulance
Signal Hill	Water
Stanton	Sewer
Tustin	Water
West Covina	Simulator, Computer
West Hollywood	Sewer District, Sewer Charge, Solid Waste, Landscape District and Street Maintenance
Westminster	Water



SINGLE AUDIT EXPERIENCE

We perform single audit services for most of our cities and special districts that receive federal funds as required by OMB Circular A-133. In recent years, Single Audits were performed for the following cities and special districts.

Cities:

City of Alhambra	City of Lakewood
City of Artesia	City of Lancaster
City of Bellflower	City of Newport Beach
City of Beverly Hills	City of Oxnard
City of Burbank	City of Palm Desert
City of Camarillo	City of Pico Rivera
City of Campbell	City of Port Hueneme
City of Colton	City of Rancho Palos Verdes
City of Costa Mesa	City of Rancho Santa Margarita
City of Cypress	City of Rialto
City of Del Mar	City of San Buenaventura
City of Downey	City of San Gabriel
City of Fountain Valley	City of Sanger
City of Gilroy	City of Signal Hill
City of Goleta	City of Stanton
City of Hawaiian Gardens	City of Tustin
City of Hesperia	City of West Covina
City of Highland	City of West Hollywood
City of La Habra Heights	City of Westminster
City of Lake Forest	

Special Districts:

Inland Empire Utilities Agency
 Las Virgenes Municipal Water District
 Olivenhain Municipal Water District
 Rancho California Water District
 Valley Wide Recreation and Park District

EXPERIENCE WITH PREPARATION OF STATE-MANDATED REPORTS

We have experience with the preparation of various state-mandated reports, such as the State Controller's Report and the Annual Street Report. Specifically, with regard to cities, we have prepared the state mandated reports, in recent years, for the Cities of Alhambra, Avalon, Bellflower, Colton, Del Mar, Goleta, La Habra Heights, Lancaster, Pico Rivera, Rancho Palos Verdes, San Buenaventura, Sanger, Tustin and West Hollywood.



SPECIAL DISTRICTS

Noted below is a listing of special districts audited by our firm in recent years:

Borrego Water District	Olivenhain Municipal Water District
Chino Basin Desalter Authority	Orange County Vector Control District
Costa Mesa Sanitary District	Orchard Dale Water District
Cypress Recreation and Park District	Otay Water District
Downey Cemetery District	Padre Dam Municipal Water District
El Toro Water District	Rancho California Water District
Grossmont Healthcare District	Rowland Water District
Heber Public Utilities District	Santa Ana Watershed Project Authority
Inland Empire Regional Composting Authority	South Coast Water District
Inland Empire Utilities Agency	South County Regional Wastewater Authority
La Habra Heights County Water District	Sunset Beach Sanitary District
La Puente Valley County Water District	Surfside Colony Stormwater
Laguna Beach County Water District	Drainage District
Lake Elsinore and San Jacinto	Surfside Community Services District
Joint Powers Authority	Vallecitos Water District
Las Virgenes Municipal Water District	Valley Wide Recreation and Park District
Leucadia Wastewater District	Ventura Port District
Midway City Sanitary District	Yorba Linda Water District

NONPROFIT CORPORATIONS AND JOINT POWER AUTHORITIES

Noted below is a partial listing of nonprofit corporations and joint power authorities audited by our firm over the past year. Some of these entities are "component units" which are combined into the basic financial statements of governmental organizations which exercise oversight responsibility.

Anaheim District of the Churches of the Nazarene	Pomona-Walnut-Rowland Joint Water Line Commission
Cal State L.A. Metrolink Authority	Public Cable Television Authority
California Transplant	The RARE Project
Casa de las Campanas	Trinity Youth Services
Casa Romantica Cultural Center	United Cerebral Palsy Association
Child Abuse Prevention Center	Valencia Heights Water Company
Palm Desert Recreational Facilities Corporation	Westview Services, Inc. 403(b) Plan



SCOPE OF WORK, TIMING AND AUDIT APPROACH

ENTITY TO BE INCLUDED IN AUDIT

City of Laguna Hills

REPORTS TO BE ISSUED AND DUE DATES

	Draft Due Dates	Final Due Dates
City of Laguna Hills:		
Comprehensive Annual Financial Report	2 nd week in November	4 th Tuesday in November
Management Letter	2 nd week in November	4 th Tuesday in November
Audit Committee Letter	2 nd week in November	4 th Tuesday in November
Single Audit Reports:	2 nd week in November	4 th Tuesday in November
- Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i> - Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133 and on the Schedule of Expenditures of Federal Awards.		
Report on Compliance with Article XIII B Appropriation Limit (GANN Review)	2 nd week in November	4 th Tuesday in November
Report on Compliance regarding the City's Investment Policy	2 nd week in November	4 th Tuesday in November
State Controllers' Office Reports:		
Annual Street Report	N/A	As required by SCO
Annual Financial Report	N/A	As required by SCO



AUDIT TIMING

Assuming that the City's books are closed and ready for examination and that all necessary schedules and documents are available for our use by the 2nd week in September each year, the suggested time schedule for the various phases of the audit would be approximately as follows:

	<u>Completed By</u>
Entrance conference with key City staff. Discussion of any prior audit concerns and the performance of interim work.	June 30
Interim audit fieldwork and management review	3 rd or 4 th week in July
Final audit fieldwork and management review	4 th week in September
Exit conference to summarize the results of the fieldwork and to review significant findings	4 th week in September
Deliver draft copies of reports	See page 17
Deliver Final Reports	See page 17

COMMITMENT TO DELIVER REPORTS ON A TIMELY BASIS

If all books and records, schedules and documents are made available to us by 2nd week of September, we make a commitment to have audit team members available and to provide all reports by the due dates specified above.

AUDITS TO BE IN ACCORDANCE WITH GAAS AND OTHER REQUIREMENTS

We will audit the financial statements of the City and any component units. The financial statements of all entities where the City exercises oversight will be combined with the City's financial statements, in accordance with GASB requirements. Our audit will be in accordance with auditing standards generally accepted in the United States of America as set forth by the AICPA, and will include such auditing procedures as we consider necessary under the circumstances. We will apply certain limited procedures, which consist principally of inquiries of management regarding methods of measurement and presentation of required supplementary information. However, we do not audit such information and do not express an opinion on it. Any supplemental financial statements will be subjected to auditing procedures as we consider necessary in relation to the financial statements taken as a whole. The scope of our audit will not include any statistical information, and we will not express an opinion concerning it.

Our audits will conform with the guidelines set forth in the AICPA's Industry Audit Guide, Audits of State and Local Governmental Units. Also, each examination will comply with the standards for financial and compliance audits contained in the Government Auditing Standards, issued by the U.S. General Accounting Office, the provisions of the Single Audit Act and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133.



AUDITS TO BE IN ACCORDANCE WITH GAAS AND OTHER REQUIREMENTS (CONTINUED)

Also, we will perform an agreed-upon procedures review of the City's Gann Spending Limitation Computation as required by Section 1.5 of Article XIII B of the California Constitution. Our review will be performed in conformance with the provision of the "League of California Cities Uniform Guidelines".

AUDIT APPROACH

- Our audit approach is tailored to meet the technical requirements while maintaining professional skepticism without forgetting that we provide a service. The following aspects of our audit approach will add additional value to the audit services and minimize the amount of time spent by the City's staff in dealing with the audit.
- We will assign experienced staff auditors including the in-charge field auditor having at least 3 years of experience. For first year engagements, all other staff will have at least 1 year of experience. You will not spend time training our auditors.
- Whenever possible, we will use same format for audit supporting schedules used in prior years for the current year audit. This will reduce time spent by the City staff in dealing with the audit when a different audit firm is chosen.
- Throughout the year we are available as a resource to our clients in researching technical questions, dealing with new pronouncements, reviewing complex financial entries and helping with any other issues as they arise.
- The work papers will be reviewed by the manager or partner as field work is being completed to minimize additional questions after the fieldwork is completed.

Our firm uses a governmental audit program which will be modified to the City of Laguna Hills's operations to accommodate specific client circumstances. Our audit programs are organized by the financial statement approach and general procedures. The requirements by the Standards for assessing risk are utilized to modify the audit programs to focus on the higher risk areas of the financial statements.



AUDIT APPROACH (CONTINUED)

1. Audit Planning Procedures:

- Pre-audit conference with the City to establish process of communication between the audit team and City staff.
- Discuss any new accounting pronouncements to be implemented in the current year.
- Establish scope of work and timing of fieldwork.

2. Interim Fieldwork:

Gather information about the City and its environment, including internal control:

- Evaluate the design of internal controls that are relevant to the audit and determine whether the control, either individually or in combination is capable of effecting, preventing or detecting and correcting material misstatements.
- Determine that the controls have been implemented, that is, that the controls exist and that the City is using it.
- Specific areas to review include:
 - Accounts payable/cash disbursements
 - Accounts receivable/cash receipts
 - Payroll disbursements
 - Utility billing process
 - Investment compliance
 - Property and equipment
- Review of minutes of the City of Laguna Hills.
- Review of important contracts and debt agreements.
- Interim exit conference with the City to review results of interim fieldwork, including any findings.

3. Final Audit Work:

During the final audit work, we will assess "risk" of material misstatement based on understanding of the City's audit environment, including its internal control, to identify account balances to audit that appear in the City's financial statements. Our audit programs will be specifically tailored to address any significant risks identified. The Prepared by Client (PBC) list will be provided at least one month in advance of fieldwork. Our work may include:

- Confirmation of cash and investments balances and testing of bank reconciliations.
- Confirm significant receivable balances or review subsequent cash receipts to verify receivable balance.
- Search for unrecorded liabilities.
- Testing of interfund balances and transfers.
- Test capital asset additions and depreciation expense.
- Confirm long-term debt balances and review the accounting treatment of debt issued or refunded.
- Test support for other significant assets or liabilities.
- Analytical procedures on balance sheet and revenue and expenditure accounts, to evaluate and explain unusual fluctuations from prior year balances or current year budgeted amounts.



AUDIT APPROACH (CONTINUED)

3. Final Audit Work (Continued):

- Review of attorney letters for significant legal matters affecting the City's financial position.
- An exit conference will be held to review any significant adjustments or findings.

The audit workpapers will be reviewed by our management team as the work is being performed in the field so that at the conclusion of the fieldwork we are able to report any adjustments or findings.

AUDIT APPROACH REDEVELOPMENT AGENCY/SUCCESSOR AGENCY

Recent legislation related to the dissolution of Redevelopment Agencies will impact our audit approach as detailed below.

Our procedures will include:

- Audit the balances reported for cash, investments, receivables, payables, capital assets and long term liabilities as of end of the year.
- Review the activity reported on ROPS.
- Review the activities of the Successor Agency to ensure compliance with AB 26, AB 1484 and other relevant legislation enacted.

APPROACH TO INTERNAL CONTROL

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Our understanding of the internal controls will be completed by completing narratives and checklists for various processes related to internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.



SINGLE AUDIT APPROACH

The single audit will be performed in accordance with all the requirements of the Single Audit Act Amendments of 1996, OMB Circular A-133 and Government Auditing Standards issued by the GAO (the "Yellow Book") for cities that expend greater than \$500,000 in federal awards in fiscal year 2014-2015 and greater than \$750,000 for fiscal year 2015-2016 and subsequent years.

- We will identify the Major and Nonmajor Federal Programs of the City through the risk-based approach required by OMB Circular A-133. This approach includes consideration of current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the federal program.
- We will review all federal and industry-specific publications and guidance and inform the City of any recent changes.
- We will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with applicable compliance requirements. If weaknesses in the internal controls are noted, we will modify our audit program as needed.
- Our audit will include tests of transactions related to major federal award programs for compliance with applicable compliance requirements and certain provisions of laws, regulations, contracts and grant agreements. Beginning in fiscal year 2015-2016, we will test compliance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (also known as the OMB Super Circular).
- Our procedures will consist of the applicable procedures described in the OMB Circular A-133 "Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133.
- We will assist the City in completing and filing the Data Collection Form.

DETERMINING LAWS AND REGULATIONS SUBJECT TO AUDIT

Under provisions of AICPA Auditing Standards, management of the City is responsible for identifying to its outside auditors any laws and regulations which would have a significant effect on the audit. This would include federal laws (such as federal grant regulations), State laws (such as permitted investments under the California Government Code) and local laws (such as restrictions on special revenues levied by the City). After our selection as auditors, we will consult with City officials regarding these matters, to determine what laws and regulations need to be evaluated in connection with our audit. If a City is not able to identify specific laws and regulations that effect it, we have references (California Government Code and Health and Safety Code) to the more common laws, rules and regulations in our standard audit programs for the usual activities of a California City or Successor Agency to the Redevelopment Agency which will assist us in identifying laws and regulations to review in the audit.



METHOD OF SAMPLING

Our approach is to utilize random sampling based in our testing of the internal control systems related to cash receipts, cash disbursements, payroll and utility billings. Based on a statistical conclusion used by the firm our sample sizes can range from 25 to 60 transactions for each system. A random sample selection allows each item in the population of an equal chance of being selected. In addition, for disbursements, we may select a stratified sample of all transactions over a specified dollar amount for review.

ANALYTICAL PROCEDURES

Analytical procedures are used in the planning and final stages of the audit. In the planning phase, we use analytical procedures to identify unusual financial transactions and comparing relationships to expected results. We compare current year information to the prior years for balance sheet items, revenues and expenditures. In addition, revenues and expenditures are compared to budgets to identify unexpected results. In the final stages of the audit, the financial statements are reviewed to identify expected relationships such as comparing debt paid to expenditures recorded on governmental funds, transfers between funds, depreciation expense, etc. For all significant relationships identified, explanations are obtained as to why the situation occurred and additional audit procedures are applied to resolve any concerns.

MANAGEMENT LETTERS

In connection with each audit, a complete review of internal controls will be made of all significant accounting procedures. Our firm uses an internal control questionnaire, computer systems questionnaire and narration to gain an understanding of the internal control process as part of our audit. We will identify weaknesses and after discussion with the appropriate City staff, we will submit a management letter which will identify weaknesses observed during these reviews and throughout the audit. The management letter will also assess the effect of the management letter comments on the financial reporting process and recommend steps towards eliminating the weaknesses.

POTENTIAL AUDIT PROBLEMS

We do not anticipate any significant potential audit problems. If any potential audit problems are identified, we will immediately discuss them with the City's management. Our approach is to coordinate the resolution of any problems with the City's management. Considering our experience with auditing governmental entities and resources, we expect minimal disruption to the City's management in resolving any identified audit problems.

RETENTION OF AND ACCESS TO AUDIT WORKPAPERS

In accordance with provisions of OMB Circular A-133, GAO requirements, and the California Board of Accountancy, our audit workpapers will be maintained for at least seven years after the date of the report. These workpapers will be made available as necessary to your cognizant audit agency (or its designee), to GAO representatives, or to any other federal or state agency needing access to the workpapers. Also, our firm will respond to any reasonable inquiries of successor auditors and we will allow any successor auditors to review our workpapers.



OTHER PROFESSIONAL SERVICES

We will be available for any other professional assistance you require to research and answer accounting and reporting problems raised by the City, regardless of the time of year. Such assistance may include, but is not limited to, tax questions, the review of bond documents, cost allocation programs and employee benefit programs. We have provided several tax opinions to City audit clients for matters relating to deferred compensation, fringe benefits, stipends and allowances, and other issues. We also will keep the City informed of new developments affecting municipal finance and reporting, changes in grant rules and regulations, etc.

IRREGULARITIES AND ILLEGAL ACTS

We will make an immediate, written report of all irregularities, illegal acts or indications of illegal acts of which we become aware, to those charged with governance.

SEGMENTATION OF THE AUDIT HOURS, BY PARTNER AND STAFF LEVEL

Description of Services	Partners	Manager	Supervisory		Clerical	Total
			Staff	Staff		
City Audit, including CAFR Preparation and GANN Limit Review Report	24	32	64	96	10	226
State Controller's Office Reports:						
Annual Street Report	-	-	-	14	-	14
Annual Financial Report	-	4	-	30	-	34
Total Hours - City Services	24	36	64	140	10	274
Single Audit and Related Reports	1	4	-	24	1	30

SEGMENTATION OF THE AUDIT HOURS, BY PHASES OF THE AUDIT - CITY SERVICES

	Partners	Manager	Supervisory		Clerical	Total
			Staff	Staff		
Planning	4	4	4	10	-	22
Interim Fieldwork	4	8	14	40	-	66
Final Fieldwork and Review	16	24	46	90	10	186
Total Hours	24	36	64	140	10	274

SEGMENTATION OF THE AUDIT HOURS, BY PHASES OF THE AUDIT - SINGLE AUDIT

	Partners	Manager	Supervisory		Clerical	Total
			Staff	Staff		
Planning	-	1	-	3	-	4
Final Fieldwork and Review	1	3	-	21	1	26
Total Hours	1	4	-	24	1	30



DISCUSSION OF RELEVANT ACCOUNTING ISSUES

GASB STATEMENT NO. 68

GASB Statement No. 68, Accounting and Financial Reporting for Pensions, is effective for periods beginning after June 15, 2014. This Statement improves the accounting and financial reporting by state and local governments for pension plans. This Statement replaces the requirements of GASB Statement No. 27, Accounting for Pensions by State and Local Governmental Employers, and GASB Statement No. 50, Pension Disclosures, as they relate to pensions that are provided through pension plans administered as trusts. This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosures and required supplementary information requirements about pensions are also addressed.

GASB STATEMENT NO. 69

GASB Statement No. 69, Government Combinations and Disposals of Government Operations, is effective for government combinations and disposals of government operations occurring in financial reporting periods beginning after December 15, 2013. This Statement establishes accounting and financial reporting standards related to government combinations and disposals of government operations. The term, *government combinations*, includes mergers, acquisitions, and transfers of operations.

GASB STATEMENT NO. 71

GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date, an amendment of GASB Statement No. 68 are required to be applied simultaneously with the provisions of Statement 68. The requirements of the Statement will eliminate the source of a potential understatement of restated beginning net position and expense in the first year implementation of Statement 68 in the accrual-basis financial statements of employers and nonemployer contributing entities.



IMPLEMENTATION OF GASB STATEMENT NO. 68

Our firm has been involved with providing guidance and assistance to our clients in the implementation of GASB 68. Our partners are members of the State Governmental Accounting Auditing Committee which has collaborated with the CCMA in the development of a CCMA white paper that will provide California-specific guidance for the implementation of GASB 68.

Over the past year, we have provided the following guidance:

- Presented a GASB 68 update at a monthly CSMFO meeting
- Consulted with GASB 68 for specific guidance for employers in regards to establishing separate trusts and the impact of these trusts on the financial statements of the governmental client
- Provided communications to our clients on CALPERS efforts to provide GASB 68 information

For the 2015 audit, we will provide to each client the following guidance:

- Provide assistance in the preparation of the restatement that will recognize the cumulative effect of the retroactive application of GASB 68 to the beginning net position balances as of July 1, 2014.
- Provide guidance in the preparation of any journal entries required for the implementation of GASB 68.
- If applicable, consult with the local agency on the allocation of the GASB 68 liability to proprietary and the private-purpose trust fund.
- We will assist in how to identify the information needed for meeting the requirements of GASB 68 from CALPERS actuarial reports.
- We will inform the local agencies their responsibility in reviewing the census data submitted to CALPERS which is the basis for the GASB 68 liability.
- Provide the local agency of an example note and Required Supplementary Information
- We will perform census data tests required for defined benefit plans.



WORK REQUIRED BY CITY STAFF

Our fixed annual fees contemplate that conditions satisfactory to the normal progress and completion of the examination will be encountered and that City accounting personnel will furnish the agreed-upon assistance in connection with the audit. However, if unusual circumstances are encountered which make it necessary for us to do additional work, we shall report such conditions to the responsible City officials and provide the City with an estimate of the additional accounting fees involved.

Noted below is a listing of work required by City staff to assist in the audit.

1. Technical assistance in familiarizing our staff with:
 - The flow of information through the various departments and accounting systems.
 - Reports generated by your accounting system.
 - The system of internal controls.
 - Controls established to monitor compliance with federal grants.
2. Preparation of trial balances for all funds, after posting of all year end journal entries.
3. Preparation of schedules supporting all major balance sheet accounts, and selected revenue and expenditure accounts.
4. Typing of all confirmation requests.
5. Pulling and refileing of all supporting documents required for audit verification.
6. Assistance with the preparation of the CAFR and footnotes, including:
 - a. Preparation of the introductory section, the management's discussion and analysis, and portions of the statistical section for the CAFR.



CONSULTING SERVICES DEPARTMENT

OVERVIEW OF SERVICES PROVIDED

White Nelson Diehl Evans LLP offers a wide range of consulting services to governmental agencies. This section of our proposal summarizes the primary types of services provided by the firm.

The firm's Director of Consulting Services is Mr. William S. Morgan, CPA. Mr. Morgan has over thirty years of experience in providing accounting, auditing and consulting services to California cities, counties, successor agencies/redevelopment agencies, water districts, special districts, joint power authorities and nonprofit corporations. Many of the firm's consulting projects are planned, supervised and reviewed by Mr. Morgan.

Our firm provides the following types of services:

- Governmental Tax Consulting
- Performance and Operational Studies
- Redevelopment Consulting Services
- Reviews of City Treasurer Operations
- Cable Television and Broadband Consulting Services
- Reviews of Solid Waste Haulers and
Assistance With Trash Rate Negotiations
- Litigation Support and Dispute Resolution Services
- Fraud Investigations
- Hotel/Motel Transient Occupancy Tax Reviews
- Business License Operation Reviews

With regard to these engagements, we would intend to perform limited procedures reviews in connection with each assignment, in accordance with the AICPA's attestation standards. Under the provisions of the attestation standards, the City would designate what specific procedures it wishes to have performed. We would then perform those procedures and report on our findings. This type of engagement would not constitute a certified audit in accordance with auditing standards generally accepted in the United States of America. Such special services are not part of our standard fee arrangements and would be subject to a separate fee quotation.



ATTACHMENT I
CURRENT CITY CLIENT REFERENCES
AND
LISTS OF CITY AND SPECIAL DISTRICT ENGAGEMENTS
PERFORMED IN THE LAST 5 YEARS

CURRENT CITY CLIENT REFERENCES

One means of judging the high quality of our auditing and accounting services would be contact with some of our existing clients. We are including the names and phone numbers of our city clients over the past year. We encourage you to contact any of these individuals.

City of Alhambra

Mr. Paul Espinoza
Finance Director
(626) 570-5027

City of Artesia

Ms. Justine Menzel
Deputy City Manager
(562) 865-6249

City of Bellflower

Mr. Tae Rhee
Director of Finance
(562) 804-1424

City of Beverly Hills

Mr. Don Rhoads
Finance Director
(310) 285-2429

City of Burbank

Mr. Dino Balos
Accounting Manager
(818) 238-5518

City of Camarillo

Mr. Ronnie Campbell
Finance Director
(805) 388-5320

City of Campbell

Mr. Jesse Takahashi
Finance Director
(408) 866-2113

City of Colton

Ms. Anita Agramonte
Finance Director
(909) 370-5039

City of Costa Mesa

Ms. Colleen O'Donoghue
Assistant Finance Director
(714) 754-5421

City of Cypress

Mr. Matt Burton
Director of Finance and
Administrative Services
(714) 229-6718

City of Del Mar

Ms. Teresa McBroome
Director of Finance/Treasurer
(858) 755-9354

City of Fountain Valley

Mr. David Cain
Finance Director/Treasurer
(714) 593-4501

City of Gilroy

Ms. Christina Turner
Finance Director
(408) 846-0750

City of Goleta

Ms. Genie Wilson
Finance Director
(805) 961-7527

City of Hawaiian Gardens

Ms. Susan Hartman
Interim Finance Director
(562) 420-2641

City of Hesperia

Mr. Brian Johnson
Director of
Administrative Services
(760) 947-1442

City of Highland

Mr. Chuck Dantuono
Director of Administrative
Services
(909) 864-6861

City of Lake Forest

Mr. Keith Neves
Director of Finance
(949) 461-3400

City of Lancaster

Ms. Barbara Boswell
Finance Director
(661) 723-6035

City of Newport Beach

Mr. Dan Matusiewicz
Director of Finance
(949) 644-3126

City of Oxnard

Mr. David Millican
Interim CFO (Consultant)
(805) 385-7475

City of Palm Desert

Mr. Paul Gibson
Director of Finance
(760) 346-0611

City of Pico Rivera

Mr. Kambiz Borhani
Senior Finance Manager
(562) 801-4395

City of Port Hueneme

Mr. Robert Bravo
Finance Director
(805) 986-6506

City of Rancho Santa Margarita

Ms. Stefanie Turner
Finance Director
(949) 635-1812

City of Rialto

Mr. George Harris, II
Director of Administrative
and Community Services
(909) 421-7219

City of San Buenaventura

Mr. Rudy Livingston
Assistant Chief Financial
Officer
(805) 654-7859

City of San Gabriel

Mr. Thomas Marston
Director of Finance
(626) 308-2812

City of Sanger

Ms. Debby Sultan
Administrative Services
Director
(559) 876-6300

City of Stanton

Mr. Stephen Parker
Administrative Services
Director
(714) 379-9222

City of Tustin

Ms. Pamela Arends-King
Finance Director
(714) 573-3061

City of West Covina

Mr. Dennis Swink
Finance Director
(626) 939-8449

City of West Hollywood

Ms. Lorena Quijano
Accounting Services Manager
(323) 848-6513

City of Westminster

Ms. Sherry Johnson
Accounting Manager
(714) 898-3311

LIST OF CITY ENGAGEMENTS

We have listed below the cities which were under contract with us during the past five fiscal years.

City	Period of Service		Scope of Work
	From	To	
Alhambra	2005	Present	CA, RDA, SA, SCR
Artesia	2012	Present	CA, RDA, SA
Avalon	2006	Present	CA, RDA, OCU, SCR
Bellflower	2013	Present	CA, SA, SCR, Financing Authority, Public Facilities Corp.
Beverly Hills	2012	Present	CA, SA
Buena Park	2004	2010	CA, RDA, SA, OCU, SCR
Burbank	2013	Present	CA, AQMD, SA, Water & Utility Enterprise Fund
Camarillo	2012	Present	CA, RDA, SA
Campbell	2013	Present	CA, SA, T, Solid Waste Management Authority
Colton	2014	Present	CA, SA, SCR, Child Care Program
Costa Mesa	2012	Present	CA, RDA, PFA, SA, Housing Authority
Cypress	2012	Present	CA, RDA, RA, SA
Del Mar	2014	Present	CA, SA, SCR
Downey	1987	2013	CA, RDA, AQMD, PFA, SA, OCU
Fountain Valley	2013	Present	CA, SA, Housing Authority, Financing Authority
Fullerton	2004	2010	CA, RDA, AQMD, SA, SCR, Cost Allocations
Gilroy	2013	Present	CA, SA
Goleta	2013	Present	CA, SA, SCR, SR
Hawaiian Gardens	2012	Present	CA, RDA, PFA, SA
Hesperia	1997	Present	CA, RDA, SA
Highland	2012	Present	CA, SA
Irvine	2000	2010	CA, RDA, AQMD, PP, SA, OCU
La Habra Heights	2008	2013	CA, SA, SCR
Lake Elsinore	2005	2012	CA, RDA, PFA, RA, SA
Lake Forest	2011	Present	CA, RDA, SA, Housing Authority
Lakewood	1974	2013	CA, RDA, SA
Lancaster	2013	Present	CA, SA, SCR - City, SCR - Power Authority
Los Alamitos	2008	2010	CA, SA (when required)
Newport Beach	2011	Present	CA, SA
Oxnard	2013	Present	CA, SA, OCU
Palm Desert	2008	Present	CA, RDA, SA, Housing Authority
Pico Rivera	2012	Present	CA, PFA, SA, SCR, Water Authority
Port Hueneme	2012	Present	CA, SA, Housing Authority, Surplus Property Authority
Rancho Palos Verdes	2008	2012	CA, RDA, PI, SA, SCR, SR
Rancho Santa Margarita	2012	Present	CA, SA
Rialto	2013	Present	CA, SA
San Buenaventura	2011	Present	CA, RDA, PFA, SA, SCR
San Fernando	2007	2011	CA, RDA, SA
San Gabriel	2013	Present	CA, SA
San Juan Capistrano	2005	2010	CA, RDA, SA, Community Housing Corp.
Sanger	2011	Present	CA, RDA, PFA, SA, SCR
Signal Hill	1962	2013	CA, RDA, SA
Stanton	2012	Present	CA, RDA, SA
Tustin	2011	Present	CA, RDA, SA, SCR
West Covina	2011	Present	CA, RDA, AQMD, SA
West Hollywood	2014	Present	CA, SA, SCR
Westminster	1997	Present	CA, RDA, AQMD, SA

Legend:

AQMD - Air Quality Management District Audit

CA - City Audit

OCU - Other Component Unit Audits

PFA - Public Financing Authority

PI - Public Improvement

PP - Pension Plans

RA - Recreation Authority

RDA - Former Redevelopment Agency Audit

SA - Single Audit

SCR - State Controllers' Reports

SR - Street Report

T - Transportation

Substantially all of the above engagements were performed through the firm's Irvine office.

LIST OF SPECIAL DISTRICT ENGAGEMENTS

We have listed below the special districts which were under contract with us during the past five fiscal years.

Client Name	Period of Service	
	From	To
Borrego Water District	2006	2013
Chino Basin Desalter Authority	2011	Present
Costa Mesa Sanitary District	2005	Present
Cypress Recreation and Park District	2012	Present
Downey Cemetery District	1987	2013
El Toro Water District	2008	2013
Grossmont Healthcare District	2011	Present
Heber Public Utilities District	2014	Present
Inland Empire Regional Composting Authority	2011	Present
Inland Empire Utilities Agency	2011	Present
La Habra Heights County Water District	2002	Present
La Puente Valley County Water District	1986	Present
Laguna Beach County Water District	2002	Present
Lake Elsinore and San Jacinto Joint Powers Authority	2013	Present
Las Virgenes Municipal Water District	2007	2013
Leucadia Wastewater District	2010	Present
Midway City Sanitary District	2012	Present
Municipal Water District of Orange County	2007	2011
Olivenhain Municipal Water District	2009	Present
Orange County Vector Control District	2013	Present
Orange County Water District	2006	2010
Orchard Dale Water District	2012	Present
Otay Water District	2009	2013
Padre Dam Municipal Water District	2009	Present
Puente Basin Water Agency	2005	2011
Rancho California Water District	2012	Present
Rowland Water District	2007	Present
Santa Ana Watershed Project Authority	2013	Present
South Coast Water District	2011	Present
South County Regional Wastewater Authority	2013	Present
Sunset Beach Sanitary District	1986	Present
Surfside Colony Stormwater Drainage District	2010	Present
Surfside Community Services District	2010	Present
Vallecitos Water District	2010	Present
Valley Wide Recreation and Park District	1986	Present
Ventura Port District	2011	Present
Walnut Valley Water District	2002	2011
Yorba Linda Water District	2008	Present

Substantially all of the above engagements were performed through the firm's Irvine office.

ATTACHMENT II

RESULTS OF OUTSIDE QUALITY REVIEW

**Heidenreich & Heidenreich, CPAs, PLLC**

10201 S. 51st Street, Suite #170
Phoenix, AZ 85044
(480)704-6301 fax 785-4619

System Review Report

August 3, 2012

To the Owners of
White Nelson Diehl Evans, LLP
and the Peer Review Committee of the CA Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of White Nelson Diehl Evans, LLP (the firm) in effect for the year ended March 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of White Nelson Diehl Evans, LLP in effect for the year ended March 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. White Nelson Diehl Evans, LLP has received a peer review rating of *pass*.

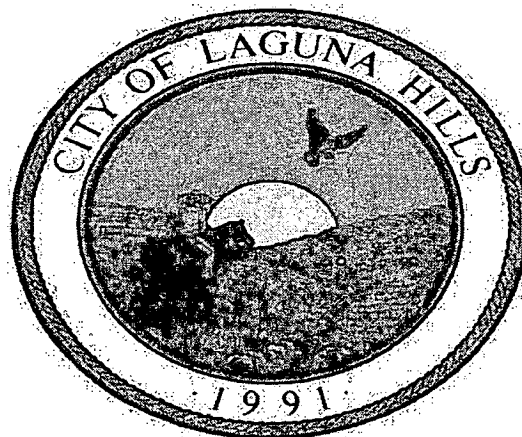
Heidenreich & Heidenreich

Heidenreich & Heidenreich, CPAs, PLLC

**SEALED DOLLAR COST PROPOSAL
FOR THE CITY OF LAGUNA HILLS
FOR PROFESSIONAL AUDITING SERVICES**

FOR THE TWO YEARS ENDING JUNE 30, 2016

**(WITH AN OPTION FOR THE FOUR YEARS
ENDING JUNE 30, 2020)**



Submitted by:



WHITE NELSON DIEHL EVANS LLP
Certified Public Accountants & Consultants

April 24, 2015

Ms. Janice Mateo Reyes
Finance Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Dear Ms. Mateo Reyes:

At your request, we have submitted our statement of qualifications under a separate cover.

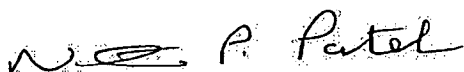
The following information is included herein:

1. Total All-Inclusive Maximum Price.
2. Hourly Rates for Special Services.

By signing below, I am certifying to you that I am entitled to represent the firm, empowered to submit this bid, and authorized to sign a contract with the City. Please contact us if there are any questions regarding the fees or hourly rates quoted herein.

Very truly yours,

WHITE NELSON DIEHL EVANS LLP



Nitin P. Patel, CPA
Engagement Partner

CITY OF LAGUNA HILLS

TOTAL ALL-INCLUSIVE MAXIMUM PRICE

Our maximum fees for the six years ending June 30, 2020 will be as follows:

Description of Services	Fiscal Year					
	2014-15	2015-16	Option Periods			2019-20
			2016-17	2017-18	2018-19	
City Audit, including CAFR Preparation and GANN Limit Review Report	\$ 22,720	\$ 23,175	\$ 23,640	\$ 24,115	\$ 24,600	\$ 25,090
State Controller's Office Reports:						
Annual Street Report	1,120	1,140	1,165	1,190	1,210	1,235
Annual Financial Report	2,960	3,020	3,080	3,140	3,205	3,270
TOTAL FOR FISCAL YEAR (NOT-TO-EXCEED) - CITY SERVICES	\$ 26,800	\$ 27,335	\$ 27,885	\$ 28,445	\$ 29,015	\$ 29,595
Single Audit and Related Reports (1)	\$ 2,715	\$ 2,770	\$ 2,825	\$ 2,880	\$ 2,940	\$ 3,000

(1) This fee contemplates auditing one major program. Additional major programs will be audited for an additional cost of \$1,500 each.



CITY OF LAGUNA HILLS

HOURLY RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If the City wishes us to perform consulting or other services outside the scope of the services described herein, a separate written request from the City will be required. Our hourly rates for these services during each year under the basic contract will be as follows:

Position	Fiscal Year					
	Option Periods					
	2014-15	2015-16	2016-17	2017-18	2017-18	2018-19
Partners	\$ 175	\$ 179	\$ 182	\$ 186	\$ 189	\$ 193
Managers	140	143	146	149	152	155
Supervisory Staff	90	92	94	96	97	99
Staff	80	82	83	85	87	88
Clerical	60	61	62	64	65	66



**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

White Nelson Diehl Evans, LLP

(Independent Financial Audit Services – City Audits for Fiscal Years 2016/17 & 2017/18)

THIS FIRST AMENDMENT to the White Nelson Diehl Evans LLP Professional Services Agreement for Independent Financial Audit and Accountant Services (the “Amendment”) is made and entered into to be effective this 25th day of April 2017, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the “City”), and WHITE NELSON DIEHL EVANS LLP, a California limited liability partnership, (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Consultant previously entered into that certain professional services agreement for independent financial audit and accountant services, which was made and entered into on June 9, 2015 (the “Agreement”), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.3 (Changes in Scope of Work), 3.4 (Term and Term Extension), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be modified or amended in writing at any time by mutual consent of the Parties to include additional services and/or to provide for additional professional fees not originally contemplated by the Parties and not included within the original agreed upon scope of services described and set forth in the Consultant’s Proposal/Scope of Work, as defined in Section 1.1 of the Agreement. City does not have the personnel or the specialized technical expertise able to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is scheduled to expire on June 30, 2017, by operation of its own terms. By way of correspondence from Consultant to City, Consultant has requested that the City exercise a renewal option and that the term of the Agreement be extended for two additional years in order for Consultant to provide continued financial audit and accountant services for Fiscal Years 2016/17 and 2017/18, as well as to provide for other as-needed auditing and accounting services, which additional proposed professional services were expressly included within Consultant’s original Proposal/Scope of Work and identified therein as “Option Periods” and “Additional Professional Services”.

C. City has now determined that there is a need to (i) amend the Consultant’s original Proposal/Scope of Work set forth in Section 1.1 of the Agreement in order to provide for additional financial audit and accountant services for Fiscal Years 2016/17 and 2017/18, which additional professional services were included within Consultant’s original Proposal/Scope of Work at established maximum, fixed fees for “Option Periods”, (ii) extend the term of the Agreement for two additional years in order for Consultant to provide for these requested additional financial audit and accountant services, and (iii) modify and amend the Maximum Contract Amount set forth in Section 2.1 of the Agreement in order to provide for these additional services, which

additional financial auditing and accountant services creates the need to increase the Maximum Contract Amount under the Agreement by \$65,000 from \$65,000 to \$130,000.

D. The Parties now desire to enter into this Amendment for the purpose of amending Sections 1.1, Section 2.1, and Section 3.4, of the Agreement in order to authorize the Consultant to perform additional requested financial audit and accountant services for Fiscal Years 2016/17 and 2017/18 at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the Agreement, which additional financial audit and accountant services were expressly included within Consultant's original Proposal/Scope of Work as optional services for the "Option Periods" at established maximum, fixed fees and professional hourly rates for special services as set forth in Consultant's compensation proposal, dated April 24, 2015, entitled "Sealed Dollar Cost Proposal for the City of Laguna Hills for Professional Auditing Services", attached as Exhibit "A" to the Agreement.

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

AGREEMENT

1. Amendment to Section 1.1, entitled "Scope of Services". Section 1.1 of the Agreement is hereby amended to include the following additional professional financial audit and accounting services, as follows:

Section 1.1 of the Agreement is hereby amended to modify the "Services" or "Work," as defined in the Agreement, to now include the additional professional independent financial auditing and accountant services for Fiscal Years 2016/17 and 2017/18 ("Option Periods"), as well as other as-needed auditing and accounting services, as described, specified and as set forth in the Proposal/Scope of Work, dated April 24, 2015, which is attached as Exhibit "A" to the Agreement.

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

"2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed in accordance with the established all-inclusive maximum fixed fees and hourly professional rates set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Thirty Thousand Dollars (\$130,000) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of

Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall nevertheless complete the Services and Work without liability on the City's part for further payment beyond the Maximum Contract Amount."

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

"3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of four (4) years, commencing on June 9, 2015 and ending on June 30, 2019."

4. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
5. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
6. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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

"CITY"

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

By: _____


DON SEDGWICK,
Mayor

ATTEST:

By: _____


MELISSA AU-YEUNG,
Assistant to the City Manager/City Clerk

APPROVED AS TO FORM:

By: _____


Gregory E. Simonian,
City Attorney

"CONSULTANT"

White Nelson Diehl Evans, LLP a California Limited Liability Partnership

By: _____


NITIN P. PATEL, CPA
Engagement Partner

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES**

White Nelson Diehl Evans, LLP

(Independent Financial Audit Services – City Audits for Fiscal Years 2018/19 – 2019/20)

THIS SECOND AMENDMENT to the White Nelson Diehl Evans LLP Professional Services Agreement for Independent Financial Audit and Accountant Services (the “Amendment”) is made and entered into to be effective this 9th day of April 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the “City”), and WHITE NELSON DIEHL EVANS LLP, a California limited liability partnership, (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Consultant previously entered into that certain professional services agreement for independent financial audit and accountant services, which was made and entered into on June 9, 2015 (the “Agreement”), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.3 (Changes in Scope of Work), 3.4 (Term and Term Extension), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be modified or amended in writing at any time by mutual consent of the Parties to include additional services and/or to provide for additional professional fees not originally contemplated by the Parties and not included within the original agreed upon scope of services described and set forth in the Consultant’s Proposal/Scope of Work, as defined in Section 1.1 of the Agreement. City does not have the personnel or the specialized technical expertise able to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is scheduled to expire on June 30, 2019, by operation of its own terms. By way of correspondence from Consultant to City, Consultant has requested that the City exercise a renewal option and that the term of the Agreement be extended for two additional years in order for Consultant to provide continued financial audit and accountant services for Fiscal Years 2018/19 and 2019/20, as well as to provide for other as-needed auditing and accounting services, which additional proposed professional services were expressly included within Consultant’s original Proposal/Scope of Work and identified therein as “Option Periods” and “Additional Professional Services”.

C. City has now determined that there is a need to (i) amend the Consultant’s original Proposal/Scope of Work set forth in Section 1.1 of the Agreement in order to provide for additional financial audit and accountant services for Fiscal Years 2018/19 and 2019/20, which additional professional services were included within Consultant’s original Proposal/Scope of Work at established maximum, fixed fees for “Option Periods”, (ii) extend the term of the Agreement for two additional years in order for Consultant to provide for these requested additional financial audit and accountant services, and (iii) modify and the amend the Maximum Contract Amount set forth in Section 2.1 of the Agreement in order to provide for these additional services, which

additional financial auditing and accountant services creates the need to increase the Maximum Contract Amount under the Agreement by \$70,000 from \$130,000 to \$200,000.

D. The Parties now desire to enter into this Amendment for the purpose of amending Sections 1.1, Section 2.1, and Section 3.4, of the Agreement in order to authorize the Consultant to perform additional requested financial audit and accountant services for Fiscal Years 2018/19 and 2019/20 at the same professional hourly rates and charges and under the same terms and conditions as established and set forth in the Agreement, which additional financial audit and accountant services were expressly included within Consultant's original Proposal/Scope of Work as optional services for the "Option Periods" at established maximum, fixed fees and professional hourly rates for special services as set forth in Consultant's compensation proposal, dated August 24, 2015, entitled "Sealed Dollar Cost Proposal for the City of Laguna Hills for Professional Auditing Services", attached as Exhibit "A" to the Agreement.

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

AGREEMENT

1. Amendment to Section 1.1, entitled "Scope of Services". Section 1.1 of the Agreement is hereby amended to include the following additional professional financial audit and accounting services, as follows:

Section 1.1 of the Agreement is hereby amended to modify the "Services" or "Work," as defined in the Agreement, to now include the additional professional independent financial auditing and accountant services for Fiscal Years 2018/19 and 2019/20 ("Option Periods"), as well as other as-needed auditing and accounting services, as described, specified and as set forth in the Proposal/Scope of Work, dated August 24, 2015, which is attached as Exhibit "A" to the Agreement.

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

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed in accordance with the established all-inclusive maximum fixed fees and hourly professional rates set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Two Hundred Thousand Dollars (\$200,000) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of

Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall nevertheless complete the Services and Work without liability on the City's part for further payment beyond the Maximum Contract Amount."

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

"3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of four (4) years, commencing on June 9, 2015 and ending on June 30, 2021."

4. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
5. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
6. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

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

“CITY”

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

By: _____
DORE J. GILBERT, M.D.,
Mayor

ATTEST:

By: _____
MELISSA AU-YEUNG,
Assistant to the City Manager/City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

“CONSULTANT”

White Nelson Diehl Evans, LLP a California Limited Liability Partnership

By: _____
NITIN P. PATEL, CPA
Engagement Partner



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Amendment No. 1 to Street Maintenance Services Agreement with Charles Abbott Associates, Inc.

RECOMMENDATION: That the City Council approve Amendment No. 1 to the Street Maintenance Services Agreement with Charles Abbott Associates, Inc., and authorize the City Manager to execute the Amendment.

SUMMARY:

In 2014, following a Request for Proposal process, the City entered into a Street Maintenance Services Agreement (Agreement) with Charles Abbott Associates (CAA) for the provision of civil engineering, street and roadway maintenance, repair, management, and related services. The initial term of this Agreement will expire as of June 30, 2019, unless extended. For continuity of services, operational efficiency and to continue the good work that has been provided to the City by CAA, Staff recommends a two-year term extension of the Agreement. Amendment No. 1 to the Agreement, attached, will extend the term of the Agreement by two years and update certain provisions of the contract language.

BACKGROUND:

The City utilizes a contract model for the provision of street maintenance, civil engineering and management services. Upon incorporation, the City contracted with the County of Orange to provide these services to aid the City in managing and maintaining the public right of way infrastructure. In 2014, the City evaluated other service delivery options and issued a Request for Proposal for these services. Following

Amendment No. 1 to Street Maintenance Services Agr

April 9, 2019

Page 2

an evaluation of the proposals and interviews, the City entered into a Street Maintenance Services Agreement (Agreement), attached, with Charles Abbott Associates (CAA) for the provision of civil engineering, street and roadway maintenance, repair, management, and related services. The initial term of this Agreement will expire as of June 30, 2019, unless extended by mutual consent.

The Agreement with CAA establishes 51 individual tasks that may be implemented upon the issuance of a Task Order by the City. These tasks range from filling potholes, to annually repainting all of the lane lines on the City's streets, to replacing worn signs and installing new signs and administration of these services. CAA has been providing the City with very good work in their efforts to maintain the City's infrastructure over these past five years. For continuity of services and operational efficiency, Staff recommends a two-year term extension of the Agreement. CAA has also requested this term extension. The Amendment No. 1 to the Agreement, attached, will provide for this two-year term extension and incorporates updates to the contract language as prepared by the City Attorney.

The original Agreement established an annual maximum compensation value of \$550,000. The Amendment No. 1 memorializes the actually incurred annual compensation and sets the new annual maximum compensation value at \$600,000 as well as resets the total maximum compensation value. This new maximum compensation value is necessary to account for the effects of the application of the Consumer Price Index changes to the actual annual compensation over time and to allow for variations in annual work needs.

FISCAL IMPACT:

The proposed Amendment No. 1 to the Street Maintenance Services Agreement with Charles Abbott Associates sets a new maximum annual compensation value of \$600,000. The proposed Fiscal Year 2019-2020 Operating Budget for these services is \$582,000.

ATTACHMENTS:

- Amendment No.1 Street Maintenance Services Agreement
- 2014 Street Maintenance Services Agreement - CAA

AMENDMENT NO. 1
TO
STREET MAINTENANCE SERVICES AGREEMENT
Charles Abbott Associates, Inc.
(Street and Roadway Maintenance and Management Services)

THIS FIRST AMENDMENT to the Charles Abbott Associates, Inc., Street Maintenance Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 1st day of July 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and CHARLES ABBOTT ASSOCIATES, INC., a California corporation, (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Contractor previously entered into that certain street maintenance services agreement for civil engineering, street and roadway maintenance, repair, management, and related services, which was made and entered into on July 1, 2014 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.2 (Amendments/Modifications) of the Agreement provide that the Agreement may be amended and the term extended in writing at any time by mutual consent of the Parties. City does not have the personnel or the specialized technical expertise or equipment necessary to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on June 30, 2019, by operation of its own terms. By way of correspondence from Contractor to City, dated February 28, 2019, Contractor has requested that that the term of the Agreement be extended for two (2) additional years in order for Contractor to provide continued, uninterrupted street maintenance and related services to City under the same terms and conditions as set forth in the Agreement and at the same rates, charges and unit prices established in the Pricing Form, which is set forth in Exhibit "A" of the Agreement. A copy of Contractor's February 28, 2019 letter requesting a two-year term extension is attached hereto as **Attachment 1**.

C. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for two (2) additional years in order for Contractor to provide for continued, uninterrupted street maintenance and related services, as defined in the Agreement, under the same terms and conditions as set forth in the Agreement and at the same rates, charges and unit prices established in the Pricing Form, which is set forth in Exhibit "A" of the Agreement, as well as to make other modifications and updates to the Agreement. The proposed two (2) year term extension now creates the need to increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$1,000,000.00 from \$3,000,000.00 to \$4,000,000.00, which sum shall not exceed \$600,000.00 per Fiscal Year during the two-year term extension authorized herein.

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

AGREEMENT

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of seven (7) years, commencing on July 1, 2014 and ending on June 30, 2021.

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

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Pricing Form attached in Exhibit "A" hereto, but not exceeding the total maximum contract amount of Four Million Dollars (\$4,000,000.00), which sum shall not exceed Four Hundred Thirteen Thousand Dollars (\$413,000.00) for the first Fiscal Year (i.e., from July 1, 2014 through June 30, 2015), which sum shall not exceed Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) for the second Fiscal Year (i.e., from July 1, 2015 through June 30, 2016), which sum shall not exceed Five Hundred Twenty-Six Thousand Dollars (\$526,000.00) for the third Fiscal Year (i.e., from July 1, 2016 through June 30, 2017), which sum shall not exceed Five Hundred Seventy Thousand Dollars (\$570,000.00) for the fourth Fiscal Year (i.e., from July 1, 2017 through June 30, 2018), which sum shall not exceed Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) for the fifth Fiscal Year (i.e., from July 1, 2018 through June 30, 2019), which sum shall not exceed Six Hundred Thousand Dollars (\$600,000.00) for the six Fiscal Year (i.e., from July 1, 2019 through June 30, 2020), and which sum shall not exceed Six Hundred Thousand Dollars (\$600,000.00) for the seventh Fiscal year (i.e., from July 1, 2020 through June 30, 2021) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable at the rates and unit prices set forth in the Pricing Form. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Pricing Form. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

3. Amendment to Section 10.8, entitled "Prevailing Wages," of the Agreement. In accordance with recent changes in state law, Section 10.8 of the Agreement is hereby amended and restated in its entirety to read as follows:

10.8 Prevailing Wages. The City has determined that the Work and Services under the Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

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

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

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

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

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

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

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

this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

4. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
5. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
6. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

///

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[SIGNATURES ON NEXT PAGE]

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

"CITY"

CITY OF LAGUNA HILLS,
a California municipal corporation

By: _____
Donald J. White.
City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
Gregory E. Simonian.
City Attorney

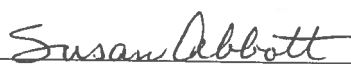
By: _____
Melissa Au-Yeung.
City Clerk

"CONTRACTOR"

CHARLES ABBOTT ASSOCIATES, INC., a
California corporation

By: 
Name: Rusty B. Reed, P.E..
Its: President

Date: 3-28-2019

By: 
Name: Susan Abbott,
Its: Secretary

Date: 3/26/2019

ATTACHMENT "1"

CONTRACTOR'S LETTER REQUESTING TWO-YEAR CONTRACT EXTENSION

DATED: FEBRUARY 28, 2019

FOR

CONTINUED, UNINTERRUPTED CIVIL ENGINEERING, STREET AND ROADWAY
MAINTENANCE AND MANAGEMENT SERVICES

CAA

CHARLES ABBOTT ASSOCIATES, INC.

February 28, 2019

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

SUBJECT: STREET MAINTENANCE SERVICES AGREEMENT – CONTRACT EXTENSION

Dear Mr. Rosenfield:

CAA respectively requests a two-year term extension of our Street Maintenance Services Agreement, entered into on July 1, 2014, with the City of Laguna Hills and which will expire, unless extended, on June 30, 2019. CAA makes this term extension request with the understanding and acknowledgement that CAA accepts the same rates and fees as currently in place and that the requested term extension will be under the same terms and conditions as those in the current Street Maintenance Services Agreement.

CAA, and our partner PVM, have appreciated the opportunity of serving the City these last 4-1/2 years, and look forward to continuing providing these services to the City of Laguna Hills. If you have any questions regarding this matter, please do not hesitate to contact Mike Podegracz at (949) 421-8447.

Sincerely,



Rusty Reed, P.E.
President, Charles Abbott Associates, Inc.

Cc: Joe Garza, PVM

*Charles Abbott Associates, Inc.
27401 Los Altos, Suite 220
Mission Viejo, CA 92691
(866) 530-4980*

Attachment: Amendment No.1 Street Maintenance Services Agreement (1808 : Amendment No. 1 to Street Maintenance Services Agr)

STREET MAINTENANCE SERVICES AGREEMENT

Charles Abbott Associates, Inc.

(Street and Roadway Maintenance and Management Services)

THIS STREET AND ROADWAY MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and CHARLES ABBOTT ASSOCIATES, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified civil engineering and management company to provide and manage both routine and specialized street maintenance, repair, and management services, as specified, for the proper repair and maintenance of the City's street and roadway system (the "Project").

B. Contractor has submitted to City a proposal, dated May 8, 2014, to provide professional street maintenance and repair services to City for the Project pursuant to the terms of this Agreement.

C. Contractor is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these street maintenance services and has agreed to provide such services to City for the Project as provided herein.

D. City desires to retain Contractor to provide such maintenance services for the Project.

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the maintenance services for the Project as set forth in the Proposal/Scope of Work, dated May 8, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and

work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Contractor's signed, original Proposal/Scope of Work dated May 8, 2014 ("Contractor's Proposal") submitted to City in response to City's Request for Proposals; (3) the Contractor's signed Street Maintenance Services Pricing Form ("Pricing Form") dated June 2, 2014, which is attached to Contractor's Proposal; and, (4) the City's Request for Proposals ("RFP") dated April 7, 2014, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal with attached Pricing Form and the City's RFP, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, Pricing Form, and the City's Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, specifications, requirements, and provisions of the City's Request for Proposals (RFP) (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal and Pricing Form (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any work or services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its elected and appointed officers and officials, directors, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the street maintenance and repair Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and

interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, directors, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

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

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

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

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

1.9 Compliance with Public Contracts Code. The Parties expressly understand and agree that in accordance with the Public Contract Code, Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code, performed by Contractor under this Agreement shall be limited to task orders of \$5,000 or less; and Work or Services for a "Public

Project," as defined by Section 20161 of the Public Contract Code estimated to be in excess of \$5,000 shall be subject to a separate public works Invitation for Bid (IFB) and, pursuant to State law, shall be competitively bid. It is understood and agreed by the Parties that competitive bidding for public works contracts for "Public Projects" over \$5,000 is required. Cal. Pub. Cont. Code § 20162.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Pricing Form, but not exceeding the total maximum contract amount of three million dollars (\$3,000,000.00), which sum shall not exceed five hundred fifty thousand dollars (\$550,000.00) per Fiscal Year for each of the first two Fiscal Years during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable at the rates and unit prices set forth in the Pricing Form. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Pricing Form. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor hereby acknowledges that it accepts the risk that the Services and Work identified in the Scope of Work may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefor, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

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

2.3 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The rates and unit prices in the Pricing Form shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Contractor may submit a request to adjust its rates and unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust rates and unit prices shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of the

Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of a rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City. If annual budget appropriations are made at less than the annual contract amount set forth in Section 2.1 above, then the actual budget appropriations shall become the maximum annual contract amount for that fiscal year.

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order and shall perform all Services within the time period(s) established in the Schedule of Performance in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Work or Services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of Work as all Work shall be authorized through task order issued by the City.

4. COORDINATION OF WORK

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

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

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

payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and

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

5.1.1. Errors and Omissions Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

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

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

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

5.1.2. Workers' Compensation Insurance. Contractor shall obtain and maintain, in

full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.1.3. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

5.1.3.1. The commercial general liability policy shall name the City of Laguna Hills as an additional.

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

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

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

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

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

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents,

and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Contractor pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.

5.3.3 Any failure by Contractor to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.3.8 Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide

the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.3.9 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.

5.3.10 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.

5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

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

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

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

5.4 Verification of Coverage. Contractor shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Contractor shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

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

6.2. Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Contractor shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Contractor is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly,

any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

8.4 Default of Contractor.

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

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

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

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a

waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

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

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment,

without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

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

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Contractor :</u>	Charles Abbott Associates, Inc. Attention: Rusty R. Reed, P.E., President 27401 Los Altos Mission Viejo, CA 92691 Telephone: (949) 367-2850 Facsimile: (949) 367-2852

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

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

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

10.7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he is signing is bound.

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

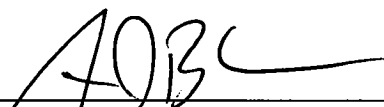
10.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

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

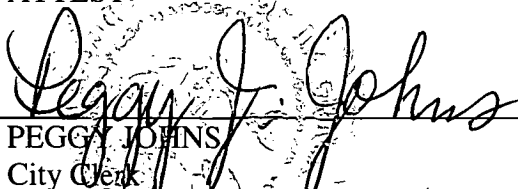
"CITY"

CITY OF LAGUNA HILLS,
a California municipal corporation



ANDREW BLOUNT,
Mayor

ATTEST:



PEGGY JOHNS,
City Clerk

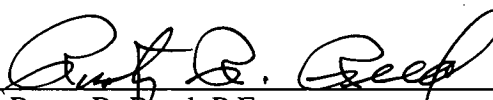
APPROVED AS TO FORM:



GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"

CHARLES ABBOTT ASSOCIATES, INC.,
a California Corporation



Rusty R. Reed, P.E.,
President



Susan Abbott,
Secretary

EXHIBIT "A"**May 8, 2014 PROPOSAL/ SCOPE OF WORK****INCLUDING,****SCHEDULE OF PERFORMANCE****AND****June 2, 2014 PRICING FORM/ SCHEDULE OF COMPENSATION/ FEES**

PROPOSAL

Street Maintenance Service

Submitted To
The City of Laguna Hills



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

Submitted By



Mr. Rusty R. Reed,
President
Charles Abbott Associates, Inc.
27401 Los Altos Blvd.
Mission Viejo, CA 92691

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1. LETTER OF TRANSMITTAL

May 8, 2014

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

Subject: Proposal for Street Maintenance Services

Dear Mr. Rosenfield:

Charles Abbott Associates, Inc. (CAA) is pleased to submit this proposal for Street Maintenance Services to the City of Laguna Hills. We are proud to claim the City of Laguna Hills as a current client for Building and Safety Services, and are confident that our professional and efficient street maintenance services will meet the additional service needs of the City as outlined in the Request for Proposal.

CAA is headquartered in Mission Viejo, less than 10 minutes from Laguna Hills. We currently provide street maintenance services to a number of California municipalities, including the nearby cities of Aliso Viejo, Laguna Niguel, and Rancho Santa Margarita.

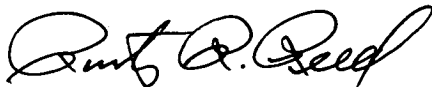
CAA is proposing a high quality, experienced team of professionals to provide the City's street maintenance services. Terry Gregory will serve as the single point of contact for all communication including scheduling, billing, reporting, contract, and performance-related matters. Dirk Lovett will serve as the Project Manager and ensure that our policies, procedures, and manpower will provide the level of service the City desires. We will comply with all Federal, State and Local regulations and acknowledge that in accordance with the Public Contract Code, service task orders under this agreement will be limited to \$5,000 or less.

Our proposal is valid for 180 days per the RFP request.

We very much look forward to discussing this proposal with you and appreciate the continued opportunity to provide our services to the City of Laguna Hills.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.



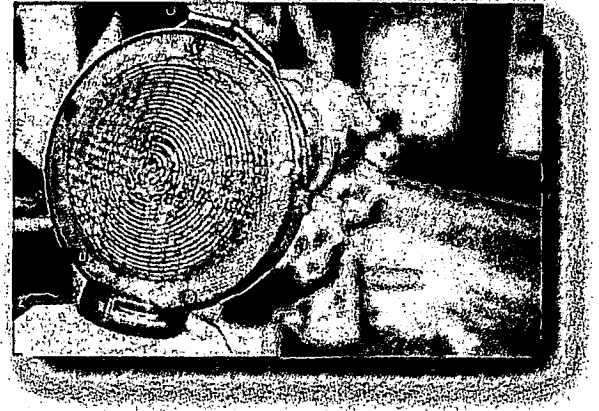
Rusty R. Reed, PE
President

2. EXECUTIVE SUMMARY

Charles Abbott Associates, Inc. (CAA) is a privately held management and engineering consulting firm specializing in municipal services. Founded in 1984, CAA has been providing a growing number of cities with outstanding professional services. Our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry. Our range of services includes, but is not limited to:

- Street Maintenance Services
- Public Works and City Engineering
- Environmental Management
- Building & Safety Services

CAA provides the range of professional services the City requires to handle the street maintenance functions outlined in this RFP, as well as a full range of other complementing services. We understand that no two cities are alike, and we pride ourselves in customizing our services to meet the particular needs of the constituents we serve at any one location.



The CAA professionals that will be assigned to the City of Laguna Hills have many years of municipal experience to support the City's Development Services Department. CAA's professional staff successfully services over 40 cities, including the nearby cities of Aliso Viejo, Laguna Niguel, and Rancho Santa Margarita in a similar capacity as the one requested by the City.

Aside from our expertise, CAA is known for providing high quality services at a highly competitive rate. We develop rate structures with each of our clients that guarantee cost effectiveness without sacrificing quality. The scope of our services ranges from part-time to full-service departments, and in each case we work closely with our clients to ensure the particular service demand is met. The City of Laguna Hills can be confident in the quality of our services and the responsiveness and professionalism with which we provide them, regardless of the size or nature of the contract.

CAA is a 126-person firm founded in 1984 providing onsite staffing to more than 40 government agencies, 27 of which are located in California. We have offices located throughout our service region.

The following promises demonstrate why CAA is the best-qualified service provider for the City of Laguna Hills:

Service Above and Beyond: CAA professionals believe that just doing a "good" job is not always enough for our clients. Our aim is to excel. This means that we do not function simply by the language of our contract, but that we constantly look out for the general good of the City, local neighborhoods, and its residents. Our employees become part of your team and view themselves as an extension of your staff in carrying out the duties of the City.

Innovations in Service Delivery: CAA continuously strives for innovations to improve public services. Government must be more accessible to the citizens, more convenient, timelier in responses, more cost effective, and performance oriented. Accountability in government has never been higher than it is today. We want to be your partner in delivering exceptional public service and promoting the City of Laguna Hills. We pledge the full resources and backing of our firm to assure that the City is able to deliver outstanding, cost-effective public service of the highest quality.

CAA has teamed up with longtime partner PV Maintenance (PVM) to provide this response to the City's Request for Street Maintenance Services. PVM provides Street & Public Works Maintenance Services as well as Emergency Services, and will provide all the resources necessary to perform the maintenance services in your community. PVM's services are based from the main office and maintenance yard located in the City of Rancho Santa Margarita, allowing PVM to provide fast response for all routine maintenance with guaranteed response to emergency call-outs within one hour. PVM guarantees that all equipment and operations are CAL-OSHA compliant. All PVM field crews are experienced in all maintenance activities and trained in traffic control measures, first responders hazardous materials emergency response, confined space entry safety, first aid, and adult CPR/AED. Field crews and supervisors are available 24/7 during evenings, weekends, and holidays. PVM staff prides themselves on performing all work in a thorough, competent, professional, and workmanlike manner.

CAA and PVM have a long and successful history of working together to provide comprehensive street maintenance services to the Cities of Laguna Niguel, Aliso Viejo, and Rancho Santa Margarita, and hope to add the City of Laguna Hills to our list of satisfied customers.



3. UNDERSTANDING OF PROJECT

It is Charles Abbott Associates understanding that the City of Laguna Hills is interested in examining the possibility of contracting out a portion of the City's street maintenance services. The City's street network to be maintained by this contract is composed of approximately 82 miles of streets including sidewalks, curb and gutter, street signs, driving and other appurtenances. There are also more than 550 storm drain inlets and associated piping which are to be maintained.

Since incorporation in 1991, Orange County Public Work personnel (OC) has provided street maintenance services to the City. This relationship has benefited the City through the years, however, as a matter of City policy the City is now exploring contracting opportunities with other providers.

The City manages the street maintenance function using a street superintendent who reviews street conditions and issues, and reports needs to the Director of Public Services. The Director then submits a work order to Orange County who schedules the work order through their in-house maintenance management system. The County performs the work and the City street superintendent reports accomplishment of the task to the Director. The City receives, reviews and pays invoices to the County under the supervision of the Director of Public Services.

It is the City's intent to generally continue the street maintenance operations as currently organized if a contractor is employed instead of the County. The City's street superintendent will continue to identify maintenance needs and forward the information to the contractor in the form of a work order. The contractor would prepare a two-week schedule of planned work and present it to the Director on alternating Thursdays. The contractor will perform the work, perform quality control procedures, report progress bi-weekly, and present a monthly invoice listing the work completed and the cost for each task.

The contractor will be responsible for implementing and using a Maintenance Management System (MMS), which must be compatible with the city's GIS and be accessible to City managers as well as the public.

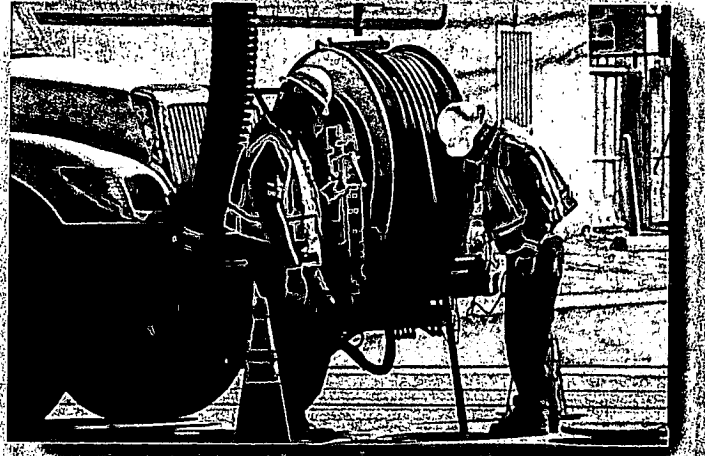
As part of the engagement CAA will provide the following services:

1. Street Maintenance Service including all labor, equipment, materials, traffic control, storm water best management practices, using highly qualified and trained staff.
2. On call emergency service seven days per week/24 hours per day, with a response time of 2 hours or less. The crews will do enough work to ensure public safety and protection of infrastructure compartments.
3. An automated maintenance management system acceptable to the City, which will be used to plan, schedule and report work and be accessible to City managers and the public.
4. Record keeping including detailed work records which will be accessible to the City within 24 hours of work completion. The records will form the basis for invoicing and work tracking.
5. Independent quality assurance provided by GMU, a well respected Orange County firm.
6. A nearby storage yard accessible and approved by the City.
7. Safe operations, at all times.

CAA, in working with PVM and various subcontractors, is highly confident that we can perform the services outlined in the RFP to a level exceeding the current operations measured by any metric the City chooses to use. Our confidence is based on our two firms' 29 years of successful experience doing similar work for several cities in Southern California. In fact, we are currently providing the exact work for the nearby cities of Laguna Niguel (since 1992); Aliso Viejo (since 2002); and Rancho Santa Margarita (since 2001).

We believe City officials will see the following benefits immediately upon our assuming responsibility for the street maintenance services:

- Officials will be more confident of work being performed in a timely manner with quality results.
- The new MMS will provide the opportunity for managers to participate in work planning on an annual basis and adjust the plans according to the City's needs on a short-term basis.
- Citizens will be aware of a new level of response and concern for their well being from field crews.
- Information will be more readily available about work results through the MMS and the City's GIS.
- Invoices will be more useful because they will provide more detail as to what the City was "buying".
- Work needs will be identified in a timely fashion with more "eyes" on City streets.
- Response times will be minimized for emergency incidents (as shown by calls we continually receive from Orange County Sheriff Deputies in nearby cities we are not currently working with.)



Over the past 20 years we have proven on a daily basis that our street maintenance services far exceed similar County services in Central and South Orange County. Ask our current clients. The reference section of this proposal has complete contact information for our references.

4. EXPERIENCE

Founded in 1984, our first 2 engagements were with the Cities of Rancho Palos Verdes and Palos Verdes Estates. CAA began managing the street maintenance work in Rancho Palos Verdes that same year using a small contracting company called Palos Verdes Maintenance (PVM), which was performing private construction work on the peninsula. That relationship between CAA and PVM has continued since those early days and is thriving today.

In 1992, the City of Laguna Niguel signed a contract with CAA to replace the Orange County Public Works agency in providing full street maintenance services for the City. CAA, working closely with PVM, demonstrated a significant increase in service levels with a significant decrease in overall costs, and the City has since renewed the agreement in 1997, 2002, 2007 and 2013. During that time period CAA has also expanded street maintenance services to several other Southern California cities such as Apple Valley in the high desert of San Bernardino County.

CAA and PVM are especially well qualified to provide the services you are requesting. PVM's project team has over 34 years of experience in providing similar services to public agencies in Southern California. We pride ourselves on constantly improving the quality, quantity, and timeliness of our work in order to ensure that our services are being provided in the most cost efficient manner possible.



Established in 1988, PVM possesses the local experience and expertise that your city needs to ensure the highest quality results. Our track record in South Orange County and Riverside County, specifically in the cities of Aliso Viejo, Laguna Niguel, Rancho Santa Margarita, Laguna Woods, Jurupa Valley, Menifee and Wildomar, is excellent in quality and delivery of services.

Our mission is to:

- Serve the residents of the City of Laguna Hills
- Improve the quality of life of the City's residents by keeping their City litter free
- Remove weeds from the public right-of-way
- Repair potholes the same day we are notified
- Patch or grind sidewalk displacements on the same day we are notified
- Trim trees clear of the pedestrian and vehicle right-of-way
- Remove graffiti the same day we are notified
- Respond immediately to public requests for service
- Maintain street signs in clean/new condition
- Respond immediately to emergency call-out

PV Maintenance Inc. is a California corporation with a Class A General Engineering license. PVM specializes in providing local City agencies with street repair and maintenance services, street maintenance services, street maintenance and maintenance management services, weed abatement services, municipal tree watering, drainage maintenance, facilities maintenance, landscape maintenance and NPDES implementation. Our highly skilled staff is well trained in municipal maintenance.

PVM's corporate headquarters office is located in Rancho Santa Margarita, California, with branch offices located in Laguna Niguel and Menifee.

Corporate Headquarters Office:

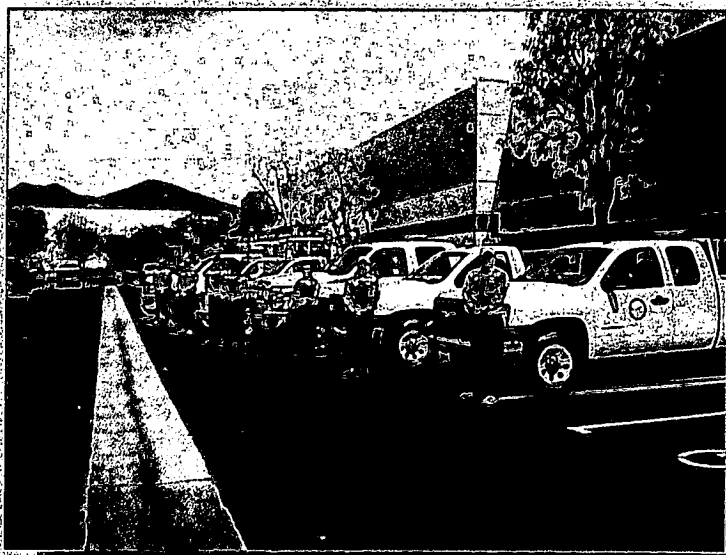
23282 Arroyo Vista
Rancho Santa Margarita, CA
92688
(949) 635-2919 FAX: (949) 635-
2930

Laguna Niguel Office:

27751 La Paz Rd. Unit B
Laguna Niguel, CA 92677
(949) 831-2716 FAX: (949) 831-
2719

Menifee Office:

PV Maintenance Inc.
29697 New Hub Drive, Suite A
Menifee, CA 92586
(951) 672-4474 FAX: (951) 672-4429



CAA and PVM currently have the 3 following Orange County cities under contract for their street maintenance work:

1. Laguna Niguel – since 1992
2. Aliso Viejo – since 2002
3. Rancho Santa Margarita – since 2011

These 3 cities are within 20 minutes of Laguna Hills, putting CAA/PVM in the unique position to provide Laguna Hills with the highest quality of service and full back up when needed. Over 40% of CAA's 126 employees live and work in central Orange County. In addition, PVM currently has 20 employees available locally who can respond to any need in Laguna Hills. A brief description of our experience in each of these 3 cities follows:

Laguna Niguel

The City of Laguna Niguel selected CAA in 1992 to replace the County of Orange as provider of street maintenance services. CAA has since held that contract continuously for 22 years. The City contracts directly with CAA, who in turn sub-contracts with PVM as well as several other contractors specializing in asphalt, vacuum track operations, concrete, earthwork and other maintenance components. CAA has a full street maintenance superintendent who has served in that capacity since the beginning of the contract and who directs all street maintenance work. The City has 2 public works inspectors who review streets, identify maintenance needs and review completed work. CAA provides an annual budget, monthly work plans, a weekly schedule, and a monthly status report and invoice.



CAA/PVM has been recognized many times for their outstanding work and support to the City. The City realized a significant reduction in cost, greatly improved response times, and vastly improved communications since replacing Orange County's services.

Aliso Viejo

The City of Aliso Viejo selected both CAA and PVM in a separate competitive evaluation process to supervise and perform all street and storm drain maintenance in the City beginning in 2002. The City has a contract with CAA to manage street maintenance operations and a contract with PVM to perform actual street maintenance work. PVM in turn subcontracts with specialty contractors as needed to perform maintenance operations. PVM reports to CAA's Public Works Director who plans, schedules and oversees all street maintenance. The Public Works Director prepares an annual street maintenance budget. The City generally asks for competitive proposals every 5 years for all work related to street maintenance operations. CAA and PVM have been selected each time to continue their roles based on their superior work performance.



In an effort to measure the quality and timeliness of the work, the City has commissioned 2 independently conducted, statistical valid citizen surveys of City services including street maintenance. Both surveys (2007 and 2012) revealed an overwhelming satisfaction with the work (both showed 97% satisfaction).

Rancho Santa Margarita

The City of Rancho Santa Margarita selected both CAA and PVM in competitive bids to supervise and perform street maintenance services. PVM was selected in 2001 and CAA was selected in 2011, displacing a competitor who had until then been performing the street maintenance supervision. The City holds independent contracts with both CAA and PVM for



the work we perform, and we contract with sub-consultants for specialty maintenance functions.

CAA's street maintenance superintendent who reports to the City's Director of Public Works identifies schedules and oversees all street maintenance work. He meets with the Director to provide status reports and receives instruction as to upcoming needs. Specialty work and CIP projects are performed under task orders.

CAA/PVM's experience in these 3 cities provides the following advantages to Laguna Hills:

- Resources are available locally to meet any City street maintenance need in a very timely manner.
- Experience and good working relationships with all utilities, the County Sheriff, Public Works and Caltrans, allowing a smooth transition and continued excellent relationships.
- Proven track record illustrating a highly trained, stable work force.
- Flexibility to do what is needed on a day-to-day basis.
- Communication, which provides a comfort level to all stakeholders including City Managers, other agencies and affected citizens.

5. PUBLIC AGENCY REFERENCES

The following list contains related projects with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for them.

Some of our references with services similar to those requested by the City of Laguna Hills include:

Joint CAA/PVM References	Services Provided	Years
City of Rancho Santa Margarita Mr. Max Maximus, Director of Public Works (949) 635-1800, ext. 1805 22122 El Paseo, Rancho Santa Margarita, CA 92688	City Engineering & Public Works Environmental Code Enforcement Building & Safety	5 years
City of Aliso Viejo Mr. David Doyle, City Manager (949) 425-2500 Mr. Mark Pulone, former City Manager (714) 961-7108 12 Journey, Suite 100 Aliso Viejo, CA 92656	City Engineering & Public Works City Planning Code Enforcement NPDES/AB 939 Building & Safety	13 years
City of Laguna Niguel Mr. Dave Rogers, Director of Public Works (949) 795-5233 30111 Crown Valley Parkway, Laguna Niguel, CA 92677	Public Works Street Maintenance Building & Safety	8 years

Other public agency references include:

CAA References	Services Provided	Years
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection	6 years
Town of Apple Valley Mr. Frank Robinson, Town Manager (760) 240-7000 14955 Dale Evans Parkway Apple Valley, CA 92307	Public Works Town Engineering Traffic Engineering NPDES Building & Safety	24 years
City of Mission Viejo Ms. Elain Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Construction Inspection Plan Check Inspection Building & Safety	18 years

City of Yucaipa Mr. Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Engineering Support Fire Marshall Services Building & Safety	21 years
Town of Yucca Valley Mr. Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Town Engineering Public Works Inspection Building & Safety	20 years
City of Twentynine Palms Mr. Richard Warne, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	City Engineering Traffic Engineering Building & Safety	21 years
City of Hidden Hills Ms. Cheri Paglia (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety Environmental	23 years
City of Palos Verdes Estates Anton Dahlerbruch, City Manager (310) 378-0383 340 Palos Verdes Drive West, Palos Verdes, CA 90274	City Engineering Building & Safety Code Enforcement	29 years

PVM References	Services Provided	Years
City of Laguna Woods Douglas C. Reilly, Assistant City Manager (949) 639-0561 24264 El Toro Road, Laguna Woods, CA 92637	Street Maintenance Services	1 year
City of Menifee Rudy Luna, Public Works Operations Manager (951) 672-6777 29714 New Hub Drive Menifee, CA 92586	Street Maintenance and Repair Services	5 years
City of Wildomar Steve Palmer, Supervising Engineer (951) 677-7751 23873 Clinton Keith Rd., Suite 201 Wildomar, CA 92595	Street Maintenance and Maintenance Management Services	5 years
City of Jurupa Valley Roy Stephenson P.E. Director of Public Works/City Engineer (951) 332-6464 8304 Limonite Ave., Suite M Jurupa Valley, CA 92509	Street Repair and Maintenance Services	2 years

6. QUALIFICATIONS OF THE PROPOSER

Since our incorporation in 1984, CAA has grown to a full-time staff of 126 employees. CAA has a demonstrated record of very low staff turnover, which has proven beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our engineering and building and safety commitments to our clients. The general make up of the staff includes the following:

Principals	2
Civil/Structural Engineers	20
Engineering Planning Associates	8
Certified Building Officials	13
Technicians	16
Inspectors	56
Environmental - Stormwater & Solid Waste	4
Administrative	7
TOTAL	126

For individual projects both on- and off-site, CAA appoints a Project Manager as the primary contact for all CAA services with the client. A client's direct communication with corporate and division managers is recommended and encouraged. Through open dialogue and communication, CAA continuously seeks to improve on its already outstanding services.

CAA prides itself on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, city staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand. We believe that we have already demonstrated our teamwork approach at the City of Laguna Hills with our current work in Building and Safety Services.

CAA assures you that our team members will learn and keep up to date on City policies and procedures as we commence the engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies who are coming to the city to procure services. CAA staff will adhere to all city personnel policies and directives including hours of operation, dress code, and other team building efforts. Our people are encouraged to participate in community activities including New Years, State of the City and other regularly scheduled public events. We also consistently reinvest in our customers through sponsorship of events and civic activities.

CAA expects and demands that the staff we assign to the City quickly become a productive part of the City Team. We will obtain prior written approval prior to substituting or adding individuals to our key staff. Although our agreements do not specifically require it, we assure you that if we make an assignment and our staff member is not compatible with City staff (due to personality, personal behavior, etc.), we

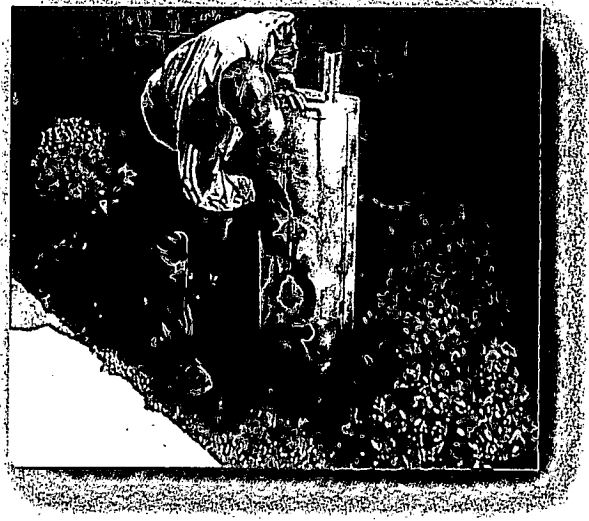
will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

Our staff will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media. We value each client and our staff conducts themselves in a manner not to bring attention to CAA but rather to always put the City of Laguna Hills in favorable public light. This is why the average length of service with our clients is over 16 years.

CAA/PVM has the demonstrated experience, staffing, and professional relationships to make all the cities we work with a success in all the departments we serve. We believe that as you evaluate service providers, you may very well find that several firms possess the technical skills necessary to provide the services that you are seeking. However, we believe that upon evaluation of our qualifications and consideration of our firm's unique and unmatched delivery of services, you will find that CAA is best qualified to serve you.

We assure the City of the following:

- Staff assignments or changes to key positions will not be made without your review and prior approval
- We will request any recommended staff changes 30 days in advance for your approval
- Should the City request any staffing changes for any reason, they will be made expeditiously



We understand that the individuals assigned to the City must possess:

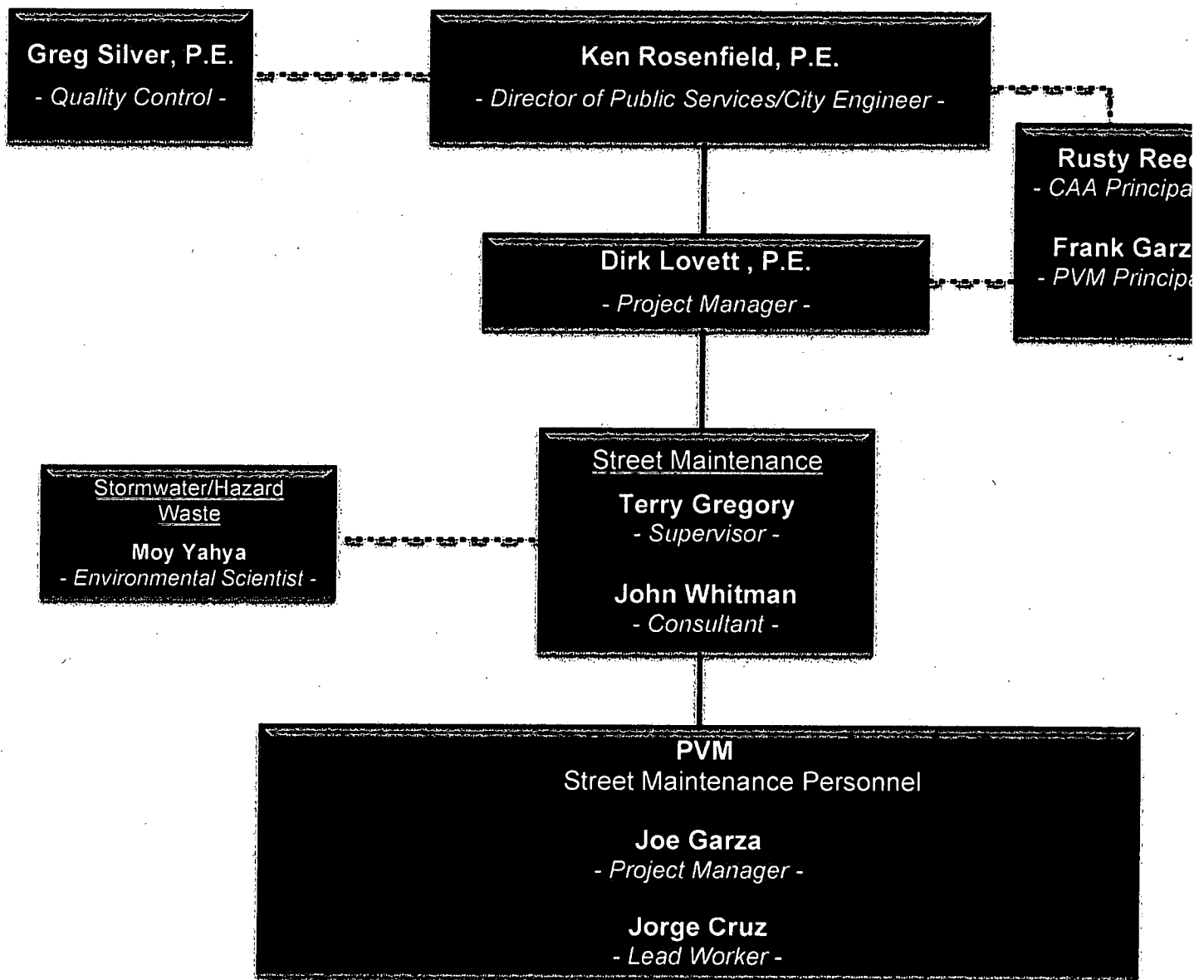
- On-going training and technical knowledge to perform their work activities
- Demonstrated experience in street maintenance services
- Required licensing to complete the work
- Excellent communication skills and relate well to the Public and City Management
- Motivated with desire to carry out their duties and work cooperatively with City staff

CAA/PVM's project team has all these skills and "hands-on" experience serving the public sector for many years on similar projects.

Organizational Chart for Street Maintenance

The following chart shows the organizational structure of CAA/PVM personnel as it relates to the City's street maintenance project. Additional personnel will be pulled in as needed.

City of Laguna Hills Public Services Department



Staff Qualifications

CAA/PVM employs full time personnel to staff municipal work engagements. We recruit individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that can work as a team with City staff, thereby augmenting their efforts and reach. With those principles in mind, the proposed key professionals are as follows:

RUSTY R. REED, P.E. – PRINCIPAL

Education: B.S., Civil Engineering, University of Illinois
Yrs. Experience: 30 Years / 26 Years experience with CAA
Registration/Licenses: Professional Civil Engineer, California and Arizona
 General Engineering Contractor (A) California

SUMMARY OF EXPERIENCE:

Mr. Reed has been the President of Charles Abbott Associates, Inc. (CAA) for the past ten years and has over 30 years of experience in providing consultant services. His work experience covers the expanse of the public sector from the city and local levels to the county, state, and federal levels. His managerial expertise covers everything from city director positions to city engineer positions. His broad experience and expertise in these areas, brings an understanding of unique problems and the ability to find solutions to meet the particular needs of any City. Mr. Reed is always available to City Management, as he has had direct involvement in all CAA projects in order to monitor the timeliness and quality of services being delivered.

Prior to becoming CAA's President, Mr. Reed served as Town Engineer for the Town of Apple Valley for over 10 years. He was responsible for all city engineering activities including the implementation of Apple Valley's Capital Improvement Programs. This included the assessment of infrastructure needs, project development, project prioritization, and revenue programming, including project financing through such mechanisms as the sale of revenue bonds, development of impact fees, and securing grants. Work included the development of program data tracking, community outreach and agency approval.

FRANK J. GARZA – PRINCIPAL IN CHARGE

Education: A. S. Mechanical Technology, Don Bosco Technical Institute
Yrs. Experience: 34+ Years
Key Qualifications: Municipal Background, Maintenance Management Expert, Development of long term goals for the City, Southern California Experience

SUMMARY OF EXPERIENCE:

Mr. Garza is the Principal of PV Maintenance Inc., which he founded in 1988. He is an expert in the full spectrum of public works maintenance, including:

- Management of projects for over 34 years
- Traffic control
- Facilities maintenance
- Parks and grounds maintenance

Recent Project Experience

- City of Rancho Santa Margarita, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services for the City. He monitors the timeliness and quality of service.
- City of Aliso Viejo, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services for the City. He monitors the timeliness and quality of service.
- City of Laguna Niguel, Public Works Maintenance Services. Mr. Garza served as the Assistant Street Superintendent. He is responsible for the public works maintenance services, and NPDES implementation.
- City of Jurupa Valley, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services for the City. He monitors the timeliness and quality of service.
- City of Wildomar, Street Maintenance and Maintenance Management Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services
- City of Menifee, Street Maintenance Services. Mr. Garza serves as the Principal-in-Charge of the street maintenance services
- City of Diamond Bar, Public Works Maintenance Services. Mr. Garza was responsible for the public works maintenance services, municipal tree watering services, weed abatement services, and City bus stop inspection services
- City of Rancho Palos Verdes, Public Works Maintenance Services. Mr. Garza was responsible for the public works maintenance services from 1988-1993.

DIRK LOVETT, P.E., CIVIL ENGINEER, PROJECT MANAGER

Years of Experience: 28+ Years, 28 years with CAA
Education: B.S., Civil Engineering, Brigham Young University
Registration/Licenses: Registered Civil Engineer, California

Mr. Lovett has served as a project manager for various aspects of projects, including public administration, project design and technical engineering issues. He has been responsible for administration and inspection of street maintenance, map and improvement plan review, design, and capital improvement projects. He coordinates preparation of economic analyses, oversees consultants' work, and administers design, scheduling, and field construction for public works and engineering projects. In addition, he performs inspections and plan checks.

He has served as City Engineer, Assistant City Engineer, Assistant Public Works Director, and Associate Engineer respectively in the following cities: Hidden Hills, Moorpark, Rancho Palos Verdes, and Palos Verdes Estates. In addition, he has served as interim City Engineer for the cities of Yucaipa, Stanton and Palos Verdes Estates.

SUMMARY OF EXPERIENCE

- As a Project Manager, oversees the City Engineering and Public Works functions including street maintenance and construction for the City of Hidden Hills, Palos Verdes, and Moorpark.
- Served as Project Manager for the Chino East Valley Developer's group project, a 947-acre residential development for 7 separate developers in Chino, CA: Included planning, design, and managing the construction of all infrastructure improvements to support a residential development, which included a water system, sewer system, street improvements, storm drain facilities and other utilities' improvements.
- Experience in public administration, project design, and technical engineering issues.
- Responsible for map review and improvement plans, as well as design, administration, scheduling, and inspection of street maintenance and Capital Improvement projects for the Cities of Moorpark and Hidden Hills.
- Coordinates the preparation of economic analyses, oversees consultants' work, administers maintenance and construction contracts and the design of public improvement projects.
- Supervises Engineering, Planning, and Building and Safety staff in their performance of inspections and plan checks.

TERRY GREGORY – SUPERINTENDENT

<u>Education:</u>	Cal Poly Pomona California State University, Los Angeles Coursework in Inspection Management
<u>Yrs. Experience:</u>	25 Years / 15 Years experience with CAA
<u>Registration/Licenses:</u>	APWA Certified Public Infrastructure Inspector (CPII) ACI Certified Concrete Inspector

SUMMARY OF EXPERIENCE:

Mr. Gregory has over 25 years of experience managing infrastructure maintenance and construction. He managed maintenance, rehab, tenant improvements, janitorial services for commercial, industrial and residential complexes ranging in size from 5,000 to 500,000 square feet. He inspects projects to ensure compliance with specifications, issues permits, and maintains records for all right-of-way encroachments. He assists in project coordination and traffic studies.

He has worked for Charles Abbott Associates since 1998, and has monitored contract services for street maintenance, traffic signals, street sweeping and landscaping. He performed field inspection and laboratory tests on construction materials for public works construction, and assisted in pavement evaluation for design and rehabilitation of roadways.

Recent Project Experience:

- City of Rancho Santa Margarita, Public Works Superintendent including facility maintenance and traffic signals – 3 years. Provides public works maintenance services, including capital improvements and the design, construction and maintenance of streets, storm drains, storm water treatment systems, parks and public buildings. He prepares plans and specifications for various public works construction projects. Responsible for public works inventories, plan check of construction plans, engineering services and traffic engineering services. Reviews street and parkway improvements, sewer and traffic studies for construction management projects on many of CAA's projects. He supervises a wide variety of public works projects including landscaping, building maintenance, and parks and wetlands improvements.
- Town of Yucca Valley, Project inspector for Warren Vista, Joshua and Onaga Trail rehabilitation. Coordinated with town staff for traffic control, and prepared daily reports of work performed and site conditions.
- City of Twentynine Palms, Project inspector for all CIP projects including but not limited to Street rehabilitation, Public Park construction and development project improvements. Prepare cost estimates, change orders and field reports. Coordinate construction with utility companies and other agencies.
- City of Yucaipa, Project inspector for Safe Routes to School Program. Coordinate with school district and submit documentation for federal aid requirements. Review and approve progress billing and certified payroll documents. Inspect materials and workmanship for conformance with project specifications.
- Town of Apple Valley, Assist in the planning and project development for the Yucca Loma Bridge project at the Mojave River. Review design proposals and prepare field reports for permitting and coordination with agencies involved the construction of the bridge.
- Town of Apple Valley – Street Superintendent – 5 years.

JOHN WHITMAN – STREET MAINTENANCE CONSULTANT

Education: M.S. Civil Engineering, B.S. Civil Engineering
Yrs. Experience: 30+ years
Registration/Licenses: Professional Engineer, California, Louisiana

SUMMARY OF EXPERIENCE:

Mr. Whitman directs the firm's asset management work. He has over 32 years of experience in infrastructure management systems, city engineering, traffic engineering, environmental planning and assessment, management of street maintenance, and design and development of capital improvement projects.

The following projects demonstrate Mr. Whitman's breadth and depth of experience related to the work in this engagement:

- Managed projects to develop street system maintenance needs for the SCAG, Gateway Cities. The project consisted of obtaining accurate estimates of pavement conditions in 26 Los Angeles County cities and developing long range maintenance needs based on pavement condition ratings. As a part of the project, a predictive model of user costs based on pavement conditions was developed.
- Managed projects to prepare pavement management systems for the Town of Apple Valley and Yucca Valley, CA and the Cities of Adelanto, Aliso Viejo, Bellflower, Diamond Bar, Duarte, Grand Terrace, Moorpark, Norwalk, Palos Verdes Estates, Santa Ana, and Whittier, CA.
- Project Manager for infrastructure portion of projects with the Cities of Corona, Garden Grove, Oceanside, and San Buenaventura, CA, that fully implemented a GASB-34 compliant Comprehensive Annual Financial Report including using the existing PMS to develop funding the and valuation.

JOE GARZA – PROJECT MANAGER

<u>Education:</u>	A.A. Business Management, Don Bosco Technical Institute
<u>Yrs. Experience:</u>	20+ Years
<u>Key Qualifications:</u>	Municipal Background, FEMA IS-100 for Public Works trained, Excellent Interpersonal Skills, Trained first responder for unusual & Hazmat occurrences, South Orange County, Experience & Resident

SUMMARY OF EXPERIENCE:

Mr. Garza has over 20 years of experience in public works and street maintenance, construction and maintenance of streets.

He is responsible for the project management, personnel, and subcontractors and ensures that project objectives, timelines, and budgets are accomplished. Mr. Garza schedules and coordinates with City management, work crews, equipment, and materials for the public works maintenance services. He provides job cost analysis, training, and evaluation of employees. **Mr. Garza resides in nearby Mission Viejo, which will allow for immediate response for any calls for service.**

Recent Project Experience:

- City of Rancho Santa Margarita, Street Maintenance Services. Mr. Garza has served as Project Manager since services transitioned from Orange County in 2001. He is responsible for coordinating work schedules with City officials, supervising the day-to-day operations of the work crew and provides budget tracking and cost projection analysis reports.
- City of Aliso Viejo, Street Maintenance Services. Mr. Garza serves as the Project Manager of the street maintenance services. He is responsible for overseeing the scheduling and completion of the street maintenance projects.

- City of Laguna Niguel, Public Works Maintenance Services. Mr. Garza has had hands on experience with right-of-way maintenance for the City of Laguna Niguel. He assists City entities with a variety of drain, concrete, and street repairs.
- City of Jurupa Valley, Street Maintenance Services. Mr. Garza serves as the Project Manager of the street maintenance services. He is responsible for overseeing the scheduling and completion of the street maintenance projects.
- City of Wildomar, Street Maintenance & Maintenance Management Services. Mr. Garza serves as the Project Manager of the street maintenance services. He is responsible for overseeing the scheduling and completion of the street maintenance projects.

JORGE CRUZ – LEAD WORKER

Yrs. Experience: 13+ Years

Key Qualifications: Traffic Control Certified, FEMA IS-100PWB Certified, First Aid Certified, Dale Carnegie I and II, Confined Space Safety, Hazardous Material First Responder Trained

SUMMARY OF EXPERIENCE:

Mr. Cruz will serve as the onsite, project crew lead worker assigned to the City to complete the day-to-day activities. As crew lead worker, he will also provide immediate response to work activity schedules, resident call-ins, and emergency call-outs. With over 13 years of experience in street maintenance, he will provide immediate, courteous and professional response to work activity schedules, resident call-ins and emergency call-outs. **Mr. Cruz resides in Aliso Viejo, which allows for immediate response for any calls for service.**

Recent Project Experience:

- City of Aliso Viejo, Street Maintenance Services. Mr. Cruz has served as Lead worker since 2002. He is responsible for the day-to-day operations of the work crew and overseeing the work performed by specialty subcontractors. He is familiar with all facets of street maintenance including the use of chain saws, concrete grinder operation, line trimmers and other hand tools.
- City of Rancho Santa Margarita, Street Maintenance Services. Mr. Cruz serves as a crewmember. He assisted with the day-to-day operations of the work crew.
- City of Laguna Niguel, Street Maintenance Services. Mr. Cruz serves as needed to provide additional support to the Lead worker and work crew. He assists with all aspects of the street maintenance and ongoing safety training activities and will serve as additional support for our field operations. He is familiar with all facets of public works maintenance including the use of chain saws, concrete grinder operation, line trimmers and other hand tools.

MOY YAHYA – SENIOR ENVIRONMENTAL SCIENTIST

Education: B.S., University of Mosul, Iraq
M.S., University of Mosul, Iraq

Yrs. Experience: 30 Years

SUMMARY OF EXPERIENCE:

Mr. Yahya possesses extensive experience in the environmental fields including water and wastewater analyses and regulations, and solid waste. He has over 30 years of experience working in environmental fields and managing numerous projects including drinking water, wastewater, recycled water and urban runoff. His project management experience includes project design, resources management, budget tracking and preparation of technical and scientific reports. Mr. Yahya has a US Patent in water treatment and over 30 published scientific articles.

Mr. Yahya is currently serving as the Environmental Programs Manager for the City of Aliso Viejo, and Code Enforcement and Water Quality Manager for the City of Laguna Woods. Mr. Yahya also provides water quality consulting service for City of La Palma. His responsibilities include the preparation of quarterly and annual NPDES and Solid Waste reports, and updating the City's ordinances, documents, procedures and database in compliance with the CalRecycle and Regional Water Quality Control Boards Permits regulations.

GREGORY SILVER, M.Sc., P.E., GE, PRESIDENT OF GMU GEOTECHNICAL, INC.

Years of Experience: 29+ Years

Education: M.S. Civil Engineering, California State University
B.A. Geological Sciences, University of California

Registration/Licenses: Registered Civil Engineer – State of California
Registered Geotechnical Engineer - State of California
Registered Civil Engineer – State of Nevada
Registered Civil Engineer – State of Utah

Mr. Silver has over 29 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies. He has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects. In addition, he has served as an expert witness in regards to numerous geotechnical issues over the last 20 years. Over the period of 1988 to 1997, Mr. Silver was City Geotechnical Engineer for numerous cities throughout Southern California. Currently, Mr. Silver serves as President and Principal Engineer.

7. SCOPE OF SERVICES

Charles Abbott Associates, Inc. has teamed with PVM to propose the street maintenance services outlined in the Request for Proposal. CAA/PVM will provide the following elements included in the RFP:

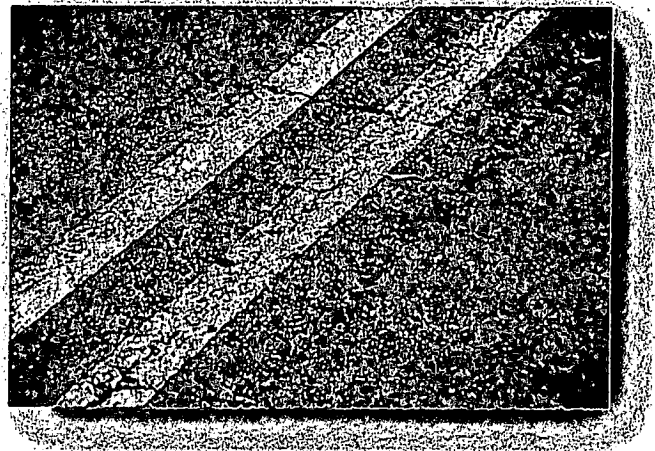
1. **Schedule and perform all street maintenance services using the City's task orders:** CAA/PVM will provide all resources required for the repair and maintenance services as directed by task order, including tools, labor, and materials. We will provide highly capable licensed and certified personnel to perform all work in a thorough, competent, and professional manner. CAA/PVM will work diligently to ensure the safety of the public as well as our staff during the performance of our services.
2. **Provide on-call emergency services:** Emergency crews will be available on an as-needed basis to perform work during evening, weekend, and holiday hours as requested and tasked by the City. Crews will respond in 2 hours or less and will perform all necessary work to ensure the safety of the public, while relegating all remaining non-emergency work to regular working hours.
3. **Implement a Maintenance Management System (MMS):** CAA will purchase, install, populate with data, operate and train City staff on a Maintenance Management system. The chosen MMS will be fully integrated into the City's GIS system and website, and will allow the City to request services, track requests, and provide access to both City employees and the public. The MMS will be used to record and report costs as well as labor hours and materials.
4. **Provide weekly and monthly reports:** CAA will provide reports on all work completed by activity and date as well as monthly billings reports for services rendered. CAA complies with all prevailing local, State, and Federal wage record-keeping requirements.
5. **Provide an independent quality assurance consultant to implement a quality assurance program:** CAA agrees to utilize an independent third party consultant to perform routine and random inspections of work as well as material testing during and after the work has been completed. The consultant will report and meet with the City monthly to discuss work completed and quality of service provided.
6. **Maintain a documented safety plan:** CAA will provide the City with a copy of our Safety Plan prior to commencing work and agrees to comply with all applicable local, State, and Federal laws, rules, and regulations in carrying out our services. CAA will take all necessary precautions to ensure the safety of our employees, including but not limited to proper training and adequate equipment.
7. **Provide labor, equipment, and materials to complete each of the work activities defined in Appendix A and numbered 1 through 51:** CAA/PVM will provide all labor, equipment, materials and supplies to complete each service outlined in Appendix A. We will have emergency crews on hand during off hours for emergency work. The size of these emergency crews will be dictated by workload. All CAA/PVM personnel is equipped with smart cellular technology to

aid in the fulfillment of their work. CAA agrees that all uniforms shall be CAL OSHA compliant and include ANSI 2010-107 Class III Safety Vests.

8. **Provide an independent quality assurance consultant to implement a quality assurance program.**
9. **Provide a single point of contact:** CAA will provide a single point of contact (Terry Gregory) and a back-up contact (John Whitman) for all scheduling, reporting, billing and contract management matters.
10. **U.S.A. membership and utility response:** CAA agrees to join Underground Service Alert on behalf of the City and to respond as required to USA utility mark out requests. CAA/PVM will comply with State law, maintain our membership in good standing, and respond in a timely manner to U.S.A. mark out requests.

We have familiarized ourselves with the information contained in Appendix A through H. In addition, we have driven all of the City arterial highways as well as many of the other collector and residential streets to familiarize ourselves with current street conditions. We have also randomly reviewed the various other components of the street system including:

- Sidewalks
- Curb and gutter
- Ramps
- Vegetation
- Signs
- Stripping
- Marking
- Storm drain inlets
- V ditches



CAAPVM has also reviewed Appendix C – General Specifications. We are thoroughly familiar with:

- The California MUTCD and WATCH manual
- Storm water requirements as detailed in the Regional Storm Water permit.
- Standard Specifications for Public Works Construction, and
- Caltrans Standard Specifications

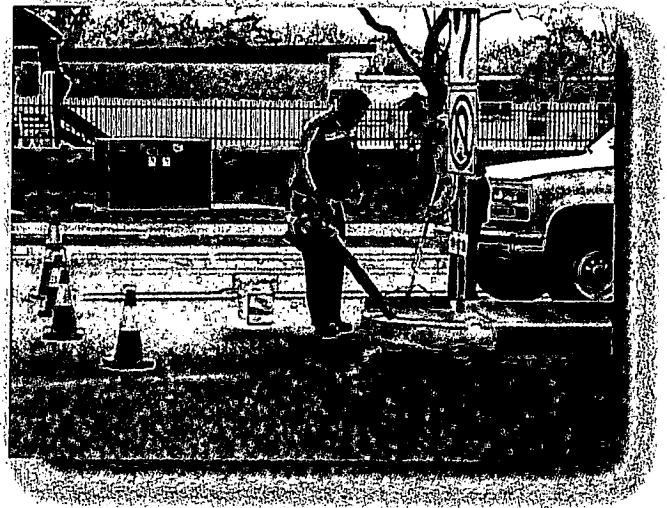
We will become familiar with City of Laguna Hills' Special Provisions for Street Maintenance Services including Part II – Construction Materials.

If selected, we will meet with the appropriate City staff to familiarize ourselves with current practices, desired improvements and changes in practices and policies. Based on our experience, we clearly understand that our operations must fit in with current City practices. We also understand that maintenance activities require flexibility due to the nature of the work and the unpredictability of weather, soil conditions, age of infrastructure, and budgeted funds. As situations arise which are outside the norm, we will communicate with City managers and together determine the most efficient and effective course of action to remedy the situation.

The following paragraphs will serve to illustrate our understanding of the 4 elements of the requested scope of services identified in the City's RFP.

I. Work Activities

The City has defined 51 work activities in the RFP, along with units of payment, work requirements, and quality requirements. CAA/PVM understands each of the work activities. We also understand that due to the variability of conditions each of these work activities may require "on-the-fly" modification, which can affect the cost of performing that activity. For the labor and asphalt activities, unit costs are more constant; for activities such as storm drain repair, we will quote a standard labor and equipment crew cost. Specialized equipment and materials will be at cost plus 10% basis. We agree to abide by there various performance guarantees such as 12-month performance for hot mix asphalt and concrete.



We pride ourselves in delivering our services with the utmost professionalism and flexibility, while also offering highly competitive rates.

II. Scheduling of Work

CAA/PVM understands that scheduling of street maintenance will be through the City's work order system. The City's Street Superintendent will be responsible for identifying maintenance needs and reporting them to the Director of Public Services. A work order will be prepared and passed to the CAA Supervisor who will schedule the work, ensure that the work is performed, and report back to the Director of Public Services.

In cases where the CAA Supervisor first observes a maintenance need, he will inform the City Superintendent who in turn will communicate with the Director. All routine work will be scheduled to occur within 2 weeks; however, in case of emergency work, PVM crews will respond within 2 hours or sooner. Of course, our crews can respond to any

work that comes up and can't be put off for the 2 weeks time. Calls are expected to come from the Orange County Sheriffs' Deputies, water utility, districts, citizens, city managers, and other sources and can range in nature from emergencies demanding immediate response to routine calls that can be plugged into an existing work schedule.

CAA/PVM will supply a 2-week schedule to the Director on Thursdays covering the following 2-week time period. We will meet at least monthly with the City's representative to discuss issues and update the status of our work.

III. Maintenance Management System

CAA will obtain and maintain a full-featured Maintenance Management System (MMS) from either eMaint Enterprises (eMaint.com) or MicroMain (micromain.com). Both companies offer stellar online MMS, and offer integration with third-party GIS systems, such as the City's ESRI system. Furthermore, both eMaint and MicroMain provide websites right out to the box that allow citizens and city employees to submit maintenance requests from anywhere and for any maintenance item. These websites can be integrated with the City's website and branded with the City's logo.

Other features of the eMaint and MicoMain programs are typical to most other maintenance management systems and include:

- Real-time data access by City employees, managers and street maintenance crews.
- Automated work order requests for planned preventative maintenance.
- Over 150 reports detailing any data as it pertains to the maintenance work in the city. Reports include: historical work, planned work, completed work, time-based tracking, work requests, inspection tracking, various cost tracking, weekly/monthly/quarterly/annual plans, actual work vs planned work, location history, asset history, etc.
- Monthly calendar views to show work planned, scheduled or completed.
- Mobile access via tablets for maintenance crews to record maintenance work, time worked, materials used, etc.
- Payment and purchase order capabilities.
- Monitoring by requestor as it relates to location, activity and date.
- User-level filtering to allow City employees full access to the MMS and field crews to only view work requests.
- Accessible via any computer web browser.
- ... and more.

Both eMaint and MicoMain can import existing data for databases such as signs, pavement markings, storm drains, MicroPAVER, or any other Excel asset database that the City may have. Export of the entire MMS database is also available for the City at

any time, and the reports mentioned above can be exported in any format (i.e. PDF, Excel, CSV, etc.) as well.

IV. Quality Assurance Program

CAA/PVM has retained the firm GMU Geotechnical, Inc. to develop, provide and implement a quality assurance program. The program will involve random inspections and materials testing as needed. The QA plan will be submitted to the City for approval prior to our first day of work.

GMU is a completely independent firm with whom CAA has had a long professional working relationship. GMU is familiar with Laguna Hills material standards and procedures, having a current open-ended contract for geotechnical services.

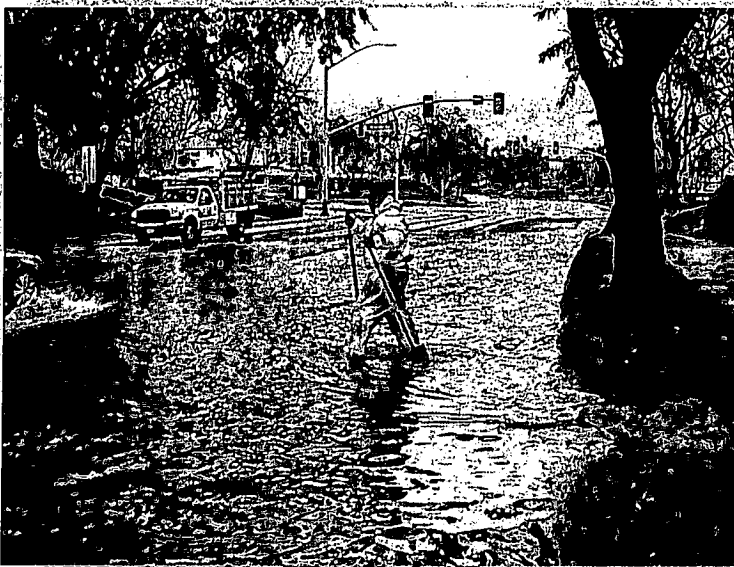
Any work GMU deems not up to City standards will be remediated to the City's satisfaction at no cost to the City.

8. SCHEDULE

CAA understands that this engagement does not entail full time staff located in the City offices. However, as we start up we will need to spend considerable time in the City to ensure a smooth transition. During the start up phase, our Project Manager Dirk Lovett is expected to spend 2 - 3 days per week at the City coordinating efforts, setting up the Maintenance Management System, meeting City staff, learning City procedures, establishing meeting schedules, and finalizing reporting and invoicing procedures. He will be assisted by Craig Sanchez and Mark Abbott who lead CAA's IT efforts with the Maintenance Management System. He will work with GMU in developing a Quality Control plan, which will be presented to the City for approval. As both City and CAA staff become comfortable with the procedures, Mr. Lovett will cut back his time at the City offices to approximately one half day per week for the duration of the engagement.

Our Project Supervisor, Terry Gregory, will spend at least 4 days per week in the City offices for the first 6 weeks ensuring that all field work is coordinated. He will meet with the utility companies to introduce himself and the project. He will familiarize himself with the City street and storm drain system, establish communications with all necessary City and contractor staff, including OCSD and OCFA, and meet with CALTRANS maintenance staff. As field work begins, Mr. Gregory will reduce the time he spends in the City offices to approximately 2 days per week, plus the time required to respond to any emergencies. He will oversee the subcontractors and make sure all work on City streets is acceptable. He will also be responsible for coordinating invoicing between the subcontractors and CAA, and will provide data to CAA's administrative personnel for the preparation of monthly invoices to the City.

General field crews will be scheduled as necessary according to the 2-week work schedule. The pricing form shows approximately 900 crew days of work. The crews will show up as scheduled 100% of the time unless there is an emergency situation, which both the City and CAA recognize and agree to.



9. STATEMENT OF ACCEPTANCE

May 8, 2014

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

Subject: Proposal for Street Maintenance Services – Acceptance of Street Maintenance Services Agreement

Dear Mr. Rosenfield:

Charles Abbott Associates, Inc. (CAA) has read and agrees to comply with the terms of the Street Maintenance Services Agreement (Appendix I), including the insurance requirements outlined in 5.1-5.4 of the services agreement. CAA takes the following exceptions:

Attachment: 2014 Street Maintenance Services Agreement - CAA (1808 : Amendment No. 1 to Street Maintenance Services Agr)

liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

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

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

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

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, ~~agents, and volunteers~~ shall be covered as additional insureds with respect to liability arising out of all work or services performed by Contractor pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, ~~agents, and volunteers~~. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, ~~agents, and volunteers~~, and their respective insurers.

5.3.3 Any failure by Contractor to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, ~~agents, and volunteers~~.

5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be ~~suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits~~, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be ~~suspended, voided, or cancelled~~ because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

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

5.4 **Verification of Coverage.** Contractor shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Contractor shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

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

6.2. Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Contractor shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Contractor is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties.

Please also note the following:

6.1: The contractual obligation to defend or pay the defense costs of the indemnified party is not insurable under CAA's professional liability insurance policy.

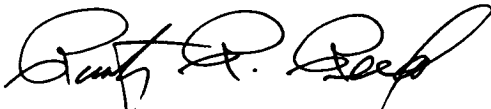
6.2: The obligation to defend the indemnified party is uninsurable. CAA proposes the following verbiage for provision 6.2 (changes are italicized):

Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorney's fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. *The other provisions of this agreement notwithstanding, in the event of a claim within the purview of any indemnification provision, the indemnified party will control its own defense, and at the time of claim resolution the Contractor will provide reimbursement for those defense costs caused by any negligence or willful misconduct by or attributable to the indemnitor to the extent coverage is available under the Contractor's Insurance Policies.*

We will be glad to discuss any of these exceptions in further detail.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.



Rusty R. Reed, PE
President

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF FIRM/VENDOR/CONTRACTOR/PROPOSER:

Charles Abbott Associates, Inc. (CAA)

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

CAA does not employ any Laguna Hills City officials or City employees, not do any City officials represent the business of Charles Abbott Associates, Inc.

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

No City officials or City employees have any financial interest in the business of CAA.

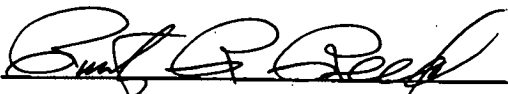
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 8 day of May 2014, at 27401 Los Altos #220

Mission Viejo, California.

Name: Rusty Reed

Title: Principal

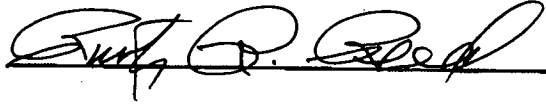
Signature: 

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of Charles Abbott Associates, Inc.
(Firm/Vendor/Contractor/Proposer) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Rusty Reed

Title: President

Signature: 

Date: May 8, 2014

12. FEES

Please find fees in a separate sealed envelope as instructed by the Request for Proposal. The following conditions apply to the pricing of Work Items:

1. Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 45, 50 and 51 include materials costs as an element of the price.
2. Material costs for all other work items will be billed to the City at cost plus 15% based on purchase documents.
3. Item 18 will be daytime survey using a reflectometer.
3. Pricing for work item 39 includes a work truck, a dump truck, and backhoe. Any other specialized equipment such as a crane will be billed at cost plus 15%.
4. Pricing for general labor crews include sufficient work truck(s) to transport the labor crew members. Other equipment will be billed at cost plus 15%.
5. Traffic control costs are included in the pricing.



PROFESSIONAL BUILDING & SAFETY/ENGINEERING/INFRASTRUCTURE MANAGEMENT

June 2, 2014

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

Subject: Proposal for Street Maintenance Services

Dear Mr. Rosenfield:

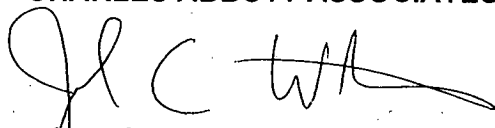
Charles Abbott Associates, Inc. (CAA), with PV Maintenance, Inc. (PVM), is very pleased to have the opportunity to submit negotiated pricing for your Street Maintenance Services. Attached is CAA/PVM's revised Appendix B Pricing Form, as we agreed, along with the revised Pricing Conditions/Limitations sheet from our proposal. Our final negotiated total is \$539,606.50. We are committed to provide the City of Laguna Hills with superior service and extremely high quality street maintenance services.

We understand that staff will present our proposal and agreement to the Laguna Hills City Council for their approval at your earliest convenience. We are eager to attend that meeting to answer any questions City Council may have for us.

Once approved, we will provide a seamless transition from your current service provider. We will begin preparing for assistance with your July 4th celebration upon receipt of event information. We also look forward to in-depth discussion between our staff and yours as we perform the transition process.

CAA accepts your agreement as it is written. CAA/PVM looks forward to a long and fruitful relationship with the City of Laguna Hills under this agreement.

Sincerely,

CHARLES ABBOTT ASSOCIATES, INC.

John Whitman
Director

CHARLES ABBOTT ASSOCIATES, INC.

27401 LOS ALTOS • SUITE 220 • MISSION VIEJO, CA 92691

TOLL FREE: (866) 530-4980 • PHONE: (949) 367-2850 • FAX: (949) 367-2852

WWW.CAAPROFESSIONALS.COM

Attachment: 2014 Street Maintenance Services Agreement - CAA (1808 : Amendment No. 1 to Street Maintenance Services Agr)

APPENDIX B		Firm's Name: Charles Abbott Associates, Inc			
		Page 1 of 2			
CITY OF LAGUNA HILLS					
STREET MAINTENANCE SERVICES					
PRICING FORM					
Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.					
Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total \$
1	Contract Administration	1 YEAR	LUMP SUM	22,000	\$ 22,000.00
2	Arterial Highway Weekly Inspection	1 YEAR	LUMP SUM	6,500	\$ 6,500.00
3	AC Pothole Patching - Cold Mix- Temporary	150	SQUARE FEET	12.95	\$ 1,942.50
4	AC Pothole Patching - Permanent	5,000	SQUARE FEET	3.70	\$ 18,500.00
5	AC Cold Plane up to 1" Depth	25,000	SQUARE FEET	0.70	\$ 17,500.00
6	Asphalt Concrete Hot Mix 1" Overlay	500	TONS	120.00	\$ 60,000.00
7	AC Pavement Crack Repair Cleaning and Filling	10,000	LINEAR FEET	0.78	\$ 7,800.00
8	Repair Curb & Gutter	100	LINEAR FEET	45.00	\$ 4,500.00
9	Repair Drive Approach	400	SQUARE FEET	12.75	\$ 5,100.00
10	Repair Access Ramp	10	EACH	1,250.00	\$ 12,500.00
11	Temporary Sidewalk Patching	100	EACH LOCATION	19.00	\$ 1,900.00
12	Sidewalk Grinding	500	EACH LOCATION	29.00	\$ 14,500.00
13	Repair Sidewalk	1,000	SQUARE FEET	10.90	\$ 10,900.00
14	Repair/Restore Miscellaneous PCC/Brick	500	SQUARE FEET	9.95	\$ 4,975.00
15	Weed Control (Curb, Gutter, and Parkways)	140	ACRES	117.00	\$ 16,380.00
16	Sign Maintenance	600	EACH SIGN	85.50	\$ 51,300.00
17	Special Sign Maintenance	30	LABOR HOURS	75.00	\$ 2,250.00
18	Nighttime Sign Reflectivity Survey **	1 YEAR	LUMP SUM	4,800.00	\$ 4,800.00
19	Nighttime Streetlight Outage Survey	1 YEAR	LUMP SUM	3,400.00	\$ 3,400.00
20	Guardrail Repair	100	LINEAR FEET	110.00	\$ 11,000.00
21	Sign and Shopping Cart Removal	1 YEAR	LUMP SUM	14,800.00	\$ 14,800.00
22	Removal of Marking or Striping	1,000	SQUARE FEET	3.47	\$ 3,470.00
23	Replace Raised Pavement Markers	1,500	EACH	3.50	\$ 5,250.00
24	Layout of New Striping	1,000	LINEAR FEET	0.19	\$ 190.00
25	Annual Paint Striping	1 YEAR	LUMP SUM	52,000.00	\$ 52,000.00
26	Annual Paint Stop Bars & Chevrons	9,000	LINEAR FEET	0.69	\$ 6,210.00
27	Annual Paint White Crosswalks	31,000	LINEAR FEET	0.50	\$ 15,500.00
28	Annual Paint Yellow School Crosswalks	6,700	LINEAR FEET	0.70	\$ 4,690.00
29	Annual Paint White Standard Legends	1,860	EACH	20.45	\$ 38,037.00
30	Annual Paint Yellow Standard Legends	40	EACH	26.00	\$ 1,040.00
31	Annual Paint Curbs	4,400	LINEAR FEET	0.78	\$ 3,432.00
32	Clean Drains By Vacuum Truck/Other Equip	50	EACH DRAIN	300.00	\$ 15,000.00
33	Clean Drains By Manual Means -Routine	500	EACH DRAIN	17.60	\$ 8,800.00
34	Replace Drain Stencil	50	EACH DRAIN	35.00	\$ 1,750.00
35	Raise Storm Drain Manhole to Grade	5	EACH	650.00	\$ 3,250.00
*Non standard RPMs are not included in the unit price. **Unit prices cover the cost of raising storm drain manholes a maximum of 12 inches.					

APPENDIX B

Firm's Name: Charles Abbott Associates, Inc.

Page 2 of 2

**CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
PRICING FORM**

Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.

Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total \$
36	Pre-storm Inspection	80	(1-PERSON CREW)	-	\$ -
37	Storm Patrol and Emergency Repair	30	(2-PERSON CREW)	130.00	\$ 3,900.00
38	Repair Underdrain/Subdrain	0	LINEAR FEET	-	\$ -
39	Manual Inspection of Underground Storm Drains	500	LINEAR FEET	0.75	\$ 375.00
40	Electronic/Video Inspection of Underground Storm Drains	500	LINEAR FEET	1.25	\$ 625.00
41	Removal of Paint or Material Spills	40	HOURS	130.00	\$ 5,200.00
42	Repair Underground - General	0	HOURS	-	\$ -
43	Miscellaneous Metal Repairs	48	CREW HOURS	95.00	\$ 4,560.00
44	Water Truck Operations	48	HOURS	125.00	\$ 6,000.00
45	Right of Way Trimming	32	CREW HOURS	90.00	\$ 2,880.00
46	General Labor A	300	(1-PERSON CREW)	70.00	\$ 21,000.00
47	General Labor B	100	(2-PERSON CREW)	167.00	\$ 16,700.00
48	General Labor C	100	(3-PERSON CREW)	205.00	\$ 20,500.00
49	General Labor D	0	(4-PERSON CREW)	-	\$ -
50	U.S.A. Membership and Utility Response	1 YEAR	LUMP SUM	1,200.00	\$ 1,200.00
51	Quality Assurance Program	1 YEAR	LUMP SUM	5,500.00	\$ 5,500.00
TOTAL FEE PROPOSAL				\$	\$ 539,606.50

TOTAL FEE PROPOSAL IN WORDS:

Five hundred thirty nine thousand, six hundred and six dollars and fifty cents.

NOTE: The estimated annual quantities included in these Pricing Form pages are supplied to give an indication of the general scope of the work but the accuracy of these figures is not guaranteed and are not, in any event, an obligation of the Agency to offer or supply. All work shall be authorized by Task Order. All fees shall remain unchanged for two years. Thereafter, fees may be adjusted based upon the Los Angeles/Orange County Consumer Price Index for the lagging 12 months as of the April report, to be effective July 1st. The City shall solely determine if a fee change will be approved. In no event, shall a fee adjustment exceed 5% in any one year and all fee adjustments are subject to the City Budget approval.

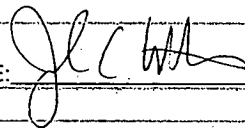
SUBMITTED BY

FIRM/CONTRACTOR: Charles Abbott Associates, Inc.

Name: Rusty Reed

Title: Principal

SIGNATURE:

 for Rusty Reed

DATE: 6/2/14

PRICING CONDITIONS/LIMITATIONS

The following conditions/limitations apply to the pricing of Work Items:

1. Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 18, 19, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 39, 41, 44, 45, 50 and 51 include materials costs as an element of the price.
2. Items 23 and 35 have footnotes on the pricing form limiting the material/depth, which are included in the unit price.
3. Material costs for all other work items will be billed to the City at cost plus 15% based on purchase documents.
4. Item 18 will be daytime survey using a reflectometer.
5. Pricing for general labor crews include sufficient work truck(s) to transport the labor crew members. Other equipment will be billed at cost plus 15%.
6. Traffic control costs are included in the pricing.

EXHIBIT “B”

**CITY OF LAGUNA HILLS
REQUEST FOR PROPOSALS FOR
STREET MAINTENANCE SERVICES
DATED APRIL 7, 2014**

Attachment: 2014 Street Maintenance Services Agreement - CAA (1808 : Amendment No. 1 to Street Maintenance Services Agr)

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

REQUEST FOR PROPOSAL FOR STREET MAINTENANCE SERVICES

April 7, 2014

The City of Laguna Hills, CA, invites interested firms to respond to this Request for Proposal (RFP) to provide Street Maintenance Services.

The City of Laguna Hills is located in South Orange County, approximately 60 miles south of Los Angeles and 70 miles north of San Diego. Incorporated on December 20, 1991, under the laws of the State of California, it enjoys all the rights and privileges pertaining to "General Law" cities. The City is home to approximately 30,700 residents and over 1,000 businesses. The City maintains approximately 82 centerline miles of streets.

The City of Laguna Hills operates under a Council-Manager form of government. Policymaking and legislative authority are vested in the City Council, which consists of a Mayor and a four-member Council. The City provides a wide range of services to its residents, either directly or by contracting for selected municipal services utilizing agreements with other governmental entities, private firms, and individuals. Police services are provided by the Orange County Sheriff's Department and fire services are provided through the Orange County Fire Authority, of which the City is a member.

SCHEDULE

4/7/2014	Issue Request for Proposal.
5/8/2014	PROPOSALS DUE NOT LATER THAN 3:00 p.m. Late Proposals shall be rejected.
5/21/2014	Conduct interviews. The specific time will be determined at a later date.
6/10/2014	Award Street Maintenance Services Agreement.
7/1/2014	Initiate Services at 12:01 am.

PROPOSAL INFORMATION

Requests for clarification or interpretations of information contained in the RFP should be directed to Kenneth Rosenfield, Director of Public Services, at (949) 707-2655 or krosenfield@ci.laguna-hills.ca.us.

PROPOSAL SUBMISSION

One signed unbound original and six copies of the proposal along with one sealed fee envelope must be received by the Director of Public Services for the City of Laguna Hills no later than 3:00 p.m. on Thursday, May 8, 2014.

Address all proposals to:

Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No amendments, additions, or alterations will be accepted after the submission date and time. Late proposals will not be accepted. Proposal and documents submitted become the property of the City of Laguna Hills.

FORMAT FOR PROPOSALS

Proposers shall provide the following information:

1. Letter of Transmittal - Limit to one page.
2. Executive Summary - Limit to two pages.
3. Understanding of the project and your general approach. Limit to five pages.
4. Experience with similar projects completed in the past ten years. Limit to five pages.
5. Public Agency References - provide a minimum of three contacts. Limit to two pages.
6. Qualifications of the Proposer and all team members. Limit to ten pages.
7. Scope of Services. See Appendices A through H. Limit to ten pages.
8. Schedule - Include team member's time commitment to the Scope of Services. Limit to two pages.
9. A Statement of Acceptance of the attached Street Maintenance Services Agreement including the insurance requirements. Use your letterhead. See Appendix I.
10. Warranty regarding non-discrimination. Use City form. See Appendix J.
11. Certificate of Financial Disclosure, signed under penalty of perjury, stating any financial or employment interests of City officials or employees with Contractor. Use City form. See Appendix J.
12. Fees in a separate sealed envelope. See Appendix B.

The proposed Scope of Services described in this Request for Proposal are only a guide to the anticipated work. The selected Contractor for the services described herein is not guaranteed any of the anticipated work as all work shall be authorized through task order issued by the City. Limit the total number of pages included in your proposal to 50 pages including all covers and Items 1 through 11, above, inclusive. Proposals should be as concise as possible while still conveying all required information.

GENERAL

The following items address general proposal preparation requirements.

- The Contractor is solely responsible for any costs incurred in responding to this Request for Proposal.
- An official authorized to bind the Contractor to the Proposal and Agreement shall sign the Proposal.

- The Proposal shall be valid for 180 calendar days. The contents of the Proposal and this Request for Proposal will become a contractual obligation and may become Public Records.
- The City reserves the right to reject any or all proposals without explanation. The City reserves the right to negotiate the specific requirements and fees using the selected proposal as a basis. Late or incomplete proposals will not be considered. The City reserves the right to determine the completeness of all proposals.
- The Consultant shall comply with all Federal, State and Local regulations governing all aspects of the project, including conflict of interest laws and regulations.
- All work, at a minimum, shall be performed in accordance with usual and customary standards of care for such similar services performed in this area.
- The Parties expressly understand and agree that in accordance with the Public Contract Code, Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code, performed by Contractor under this Agreement shall be limited to task orders of \$5,000 or less.
- The terms "firm," "vendor," "contractor" or "proposer" are interchangeable and shall mean the business entity that is providing the services contemplated in this RFP.

SCOPE OF SERVICES

The City is soliciting proposals from qualified Firms/Vendors/Contractors/Proposers to provide Street Maintenance Services on a task order basis for a five year term. See Appendices A through H, inclusive, attached hereto and incorporated herein.

The services meeting the definition of a "Public Project," as defined by Section 20161 of the California Public Contract Code, will be limited to task orders of \$5,000 or less. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (Greenbook), the Standard Plans for Public Works Construction, The State of California Department of Transportation (Caltrans) Standard Specifications and Standard Plans, or other standards and specifications as determined by the City Engineer (hereinafter Engineer), including Appendix C, attached hereto, to be the most appropriate for the work. All work, where required, shall include the use of the Underground Service Alert system, the setup and removal of Traffic Control per the current Manual of Uniform Traffic Control Devices (MUTCD), as modified by the State of California, and include best management practices for storm water quality control in accordance with both National Pollution Discharge Elimination System permits active in the City as issued by the Santa Ana Regional Water Quality Control Board and the San Diego Regional Water Quality Control Board and the State General Construction Permit. The Contractor shall be responsible for the work meeting the quality requirements of the City as solely determined by the Engineer.

TERM OF AGREEMENT

The term of the agreement will begin at midnight on July 1, 2014, for a period of five (5) years ending on June 30, 2019. Proposers shall review the descriptions of requirements,

scope of services, all appendices and the particular obligations as defined in the Street Maintenance Services Agreement.

SERVICE REQUIREMENTS

The description that follows is intended to familiarize each respondent with the general scope of work anticipated to be delivered for the services being contemplated by the City. The City is seeking a qualified Contractor to complete all of the services being requested and be responsible for identifying and performing the scope of work deemed necessary for meeting the objectives identified by the City.

1. STREET MAINTENANCE SERVICES

- A. Provide all needed resources including but not limited to labor, equipment, tools, and materials directly for the repair and maintenance services as directed by task order.
- B. Take responsibility for the performance of work as directed by the City.
- C. Provide all required resources for the safety of the public and your staff during the work.
- D. Identify and implement appropriate traffic control measures, best management practices for storm water quality and protection of utilities.
- E. Perform all work in a thorough, competent, professional and workmanlike manner.
- F. Provide a labor force with training and licensure commensurate with the work they will perform.

2. EMERGENCY SERVICES

- A. Provide on-call emergency services to the City as required and determined by the City. Crews shall be available during evening, weekend, and holiday hours in case of emergency or as requested by a short term City request.
- B. Crews shall respond to the scene of the emergency within two (2) hours of call-out and shall be compensated a minimum of four (4) hours of labor for any given call-out.
- C. The Contractor is to assure that adequate response and resources will be dedicated to the City of Laguna Hills to the satisfaction of the City.
- D. Crews shall perform the minimal amount of work in order to achieve the safety of the public. Any remaining non-emergency work shall be performed on a task-order basis during normal working hours.

3. MAINTENANCE MANAGEMENT SYSTEM

- A. Provide the capability for the City to request service with an automated Maintenance Management System.
- B. Allow historical tracking of work requested, planned, and completed by City employees.

- C. City employees shall have real-time access to the system.
- D. System is to be maintained by the Contractor, with data being owned by the City.
- E. Access should be provided for Citizens to make requests through the City's website.
- F. Specific details are outlined in the Scope of Services.

4. RECORDS / REPORTING

- A. Report all work completed by activity and date, provide weekly reports to the City, and submit a monthly, itemized report of all service activities to the City. On the initial submittal with the City, confirm the acceptable format and content to be included. Utilize this agreed upon format for the monthly reporting and otherwise adjust as requested.
- B. Maintain records of all work completed by activity and date, and provide regular reports to the City on all work order activity progress.
- C. Provide copies of all records and data, as requested by the City, within two working days.
- D. Comply with all prevailing local, State, and Federal wage record-keeping requirements.
- E. Provide monthly billings to the City for services rendered following an agreed upon procedure for review of such billings.
- F. Provide a work tracking/billing system with capabilities of retrieving information, at a minimum, on work completed by activity, project, location, date, duration (in hours), and personnel that completed the activity.
- G. All work completed shall be invoiced to the City within 30 days of work completion.

5. QUALITY ASSURANCE

- A. Develop a quality assurance program utilizing an independent third party Consultant that includes routine and random inspection of work and material testing during and after the work and at intervals consistent with best management practices and the requirements of the Engineer. Quality shall meet or exceed standards listed in the scope of work.
- B. Compare work processes and methods with best management practices and develop recommendations for improvement to refine work done for the City. Provide a system to identify acceptable work and work to be rejected and repeated.
- C. Program shall be documented and submitted to the City for approval prior to initiating any work. The program shall then be a guide for quality implementation of all work done by the Contractor.
- D. Report work quality monitoring in a standard format on a monthly basis demonstrating quality assurance. The Consultant shall report all monitoring performed with all actions taken or outlined for addressing all non-compliant work.

- E. Meet with City representatives monthly to indicate work completed and quality of service provided along with any planned actions for improvement.

6. STORAGE FACILITY / YARD

The City does not have a storage facility or public works yard. No equipment, materials or supplies shall be stored at any time on or in the public street system. The Contractor shall not store any materials or equipment within the City of Laguna Hills unless they contract with a private property for that need. The use of that property shall conform to the City's Zoning Code. The City shall be advised of any location within the City of Laguna Hills that is being used for staging of equipment, storing supplies, or manning of resources.

7. SAFETY

- A. **Safety Plan:** Contractor must have a current documented safety plan. The Contractor shall provide a copy of the Safety Plan to City and provide monthly reports summarizing the weekly safety meetings with employees, safety compliance and any actions taken to conform to the safety plan.
- B. The Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out services, the Contractor shall, at all times, be in compliance with all applicable local, State, and Federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:
 - 1. Adequate life protection and lifesaving equipment and procedures.
 - 2. Instructions in accident prevention ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment, and wearing apparel as necessary or lawfully required to prevent accidents or injuries.
 - 3. Adequate facilities for the proper inspection and maintenance of all safety measures.
 - 4. All employees at all times shall wear ANSI 2010-107 Class III vests while working.

8. LABOR, EQUIPMENT, AND MATERIALS

- A. **Personnel:** Provide all labor, equipment, materials and supplies to complete each service as defined in the Scope of Services on a unit price basis. In addition, provide a one-man, two-man, three-man and four-man crews to be

on-call, as determined by workload. Crews will be available on a 24-hour basis including evening, weekend, and holiday hours for emergencies.

- B. Communication: Smart cellular phones shall be compatible with the City's work request system, and the Contractor shall ensure all personnel have smart phones. Cell phones must be able to communicate via e-mail. Cell phones shall have the capability to take photographs and be used in documenting work.
- C. Uniforms: Uniforms worn by all personnel shall be CAL OSHA Compliant and reflect a professional image acceptable to the City. All personnel shall wear ANSI 2010-107 Class III Safety Vests at all times. Vests shall be replaced on a regular basis to maintain their condition in a "like-new" condition.
- D. Equipment: Equipment necessary to perform the work shall be less than five years old during the life of this Agreement, be well maintained and CAL OSHA compliant. Vehicles shall be equipped with top mounted warning lights (rotating or beacon) visible for 360 degrees.
- E. Wage Requirements: In accordance with the provisions of Section 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages, as determined by the State Director of Industrial Relations, are available on the Internet at the World Wide Web Site of the State Department of Industrial Relations at www.dir.ca.gov under Statistics and Research. It shall be mandatory for the Contractor to whom the contract is awarded and for any subcontractor under him to comply with all provisions of the California Labor Code relating to prevailing wage rates, as applicable.
- F. Vehicles: Must be equipped with spill kits, cones, and basic tools for any potential work that is to be done within the City's limits.

POINT OF CONTACT

The Proposer shall be required to designate a management-level employee to serve as a single point of contact for the City staff for all communication including scheduling, billing, reporting, contract, and performance-related matters. A back-up/alternate point of contact must also be designated and provided to the City. There shall be no direct charge for any individual's services and they must be available at all times (i.e. 24/7), Monday through Sunday.

SELECTION PROCESS

Selection of the successful Proposer shall be on the basis of price, demonstrated competence, and on the qualifications necessary for satisfactory performance of the services required. The City may determine that it is necessary to meet with the firms to discuss aspects of their proposal. Selection of the firms to be interviewed will be based upon but not limited to the following criteria:

- The firm's ability to provide optimal services at an acceptable cost;
- The firm's resources to complete projects in a satisfactory manner;
- The firm's approach to and understanding of the Scope of Services;

- The firm's experience with similar contracts and clients;
- The experience in providing similar services.

FEES

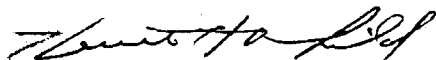
Contractor shall submit a transmittal letter and completed Appendix B in a separate sealed envelope labeled "Fees for Street Maintenance – Do Not Open." All fees shall remain unchanged for two years. Thereafter, fees may be adjusted based upon the Los Angeles/Orange County Consumer Price Index for the lagging 12 months as of the April report, to be effective July 1st. The City shall solely determine if a fee adjustment will be approved. In no event, shall a fee adjustment exceed 5% in any one year and all fee adjustments are subject to the City Budget approval.

APPENDICES

The following Appendices are incorporated herein. Proposers shall read and understand all of the requirements included in the Appendices and shall propose on all services. Failure to propose on all services shall be cause for rejection of the Proposal.

- APPENDIX A: SCOPE OF SERVICES
- APPENDIX B: PROPOSER PRICING FORM
- APPENDIX C: GENERAL SPECIFICATIONS AND SPECIAL PROVISIONS
- APPENDIX D: LISTING OF ARTERIAL HIGHWAYS
- APPENDIX E: LISTING OF SIGNAGE INVENTORY
- APPENDIX F: LISTING OF STRIPING, LEGENDS AND MARKINGS
- APPENDIX G: LISTING OF STORM PATROL LOCATIONS
- APPENDIX H: LISTING OF DRAIN CLEANING INVENTORY
- APPENDIX I: STREET MAINTENANCE SERVICES AGREEMENT
- APPENDIX J: CITY FORMS TO BE SUBMITTED WITH PROPOSAL

Sincerely,



Kenneth H. Rosenfield, P.E.
Director of Public Services

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

APPENDIX A

CITY OF LAGUNA HILLS STREET MAINTENANCE SERVICES SCOPE OF SERVICES

I. WORK DESCRIPTIONS

The Firm/Contractor will provide Street Maintenance Services, as determined by the City of Laguna Hills on a Task Order Basis, in accordance with this Scope of Services. The Firm will be required to provide and be responsible to utilize a Maintenance Management System (MMS) to document all work performed, schedule and implement all work and provide independent Quality Assurance for work quality control. The MMS database will be used to record and report costs, labor hours, materials, scheduling, and planning. The units of measurement described herein shall be inclusive of ALL costs including, but not limited to, labor, materials, equipment, markups and profit.

The services to be provided as shown below are to follow identified job standards, specifications, and industry requirements as shown in the Request for Proposal. Each work task listed below is defined with a reporting unit, a general description, and performance quality requirement. The latest edition of the Standard Specifications for Public Works Construction and/or the Caltrans Standard Specifications, and related Standard Plans and Special Provisions, as solely selected by the Engineer, as modified by the Engineer and selected by the Engineer to be most appropriate for the work, shall govern the work. See Appendix C for general specifications and special provisions.

1. **Contract Administration** (Units: Lump Sum - per year payable in equal monthly increments) **Define Unit:** Lump sum fee per year payable in equal monthly installments for all inclusive administrative work to support and fulfill the required street maintenance services.

This fee shall include all costs of mobilization as defined and all other items of work not specifically included in a unit price work task herein including, but not limited to, the services of the point of contact, backup contact staff, emergency contact staff, communications, scheduling services, providing and maintaining a maintenance management system, compliance with all NPDES water quality requirements including Best Management Practices, the cost of insurances, the provision of all aspects of worker and public safety, compliance with all local, state and federal laws, and all other related work.

Quality Requirements: General quality requirements would be to manage, plan, organize, schedule and track work as well as communicate and coordinate with

the City of Laguna Hills and others routinely while providing status and other requested reports on all work efforts. All work to be to the satisfaction of the Engineer.

2. **Arterial Highway Weekly Inspection** (Units: Lump Sum - per year payable in equal monthly increments) Define Unit: Lump sum fee per year payable in equal monthly installments for all inclusive field inspection and administrative work to perform Arterial Highway Weekly Inspections and one drain inspection. See Appendix D.

This activity encompasses the inspection of all arterial highways, each Monday morning, (or in the case of a Monday Holiday as observed by the City of Laguna Hills, Tuesday morning), between the hours of 7:00 am and 11:00 am, a one person crew shall drive all of the City's arterial highways, from City border to City border, to inspect and identify any Traffic Control Device damages, knockdowns or anomalies (herein variances) and report the need for their repair to the Engineer. One drain inlet location shall also be inspected weekly. See Appendix D for the arterial highway listing and drain location. This work shall include delineating the location of the variances with Traffic Cones and/or Type II Barricades, as appropriate, to temporarily address the immediate safety issue created by the variance, photographing the site, documenting the conditions, and immediately reporting the findings to the Engineer.

Quality Requirements: At the end of the work session, the area of the variance shall be temporarily made safe, the area should be cleaned of debris, and a report of the variance shall be made to the Engineer. All work to be to the satisfaction of the Engineer.

3. **AC Pothole Repair – Cold Patch - Temporary** (Units: Square Feet)
Define Unit: This is measured by the amount of Asphalt Concrete potholes patched in square feet, regardless of depth. The surface area will be measured by square feet. The payment shall be for the square feet of pavement patched, regardless of the final depth.

This activity encompasses hand patching of potholes, small depressions, and edge breaks in roadway surfaces to provide a smooth driving surface. This activity is performed in order to temporarily prevent further deterioration of the pavement. This will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, drying the area to be patched, patching depressions or minor cracking and cleaning the site. Temporary cold patch shall be guaranteed to perform satisfactorily for up to six (6) months. During the guarantee period, the Firm shall bear all costs to maintain the temporary cold patch to the City's satisfaction.

Quality Requirements: At the end of the work session, proper compaction will be attained, and all the loose debris removed from the work area. The patch area shall have a service life for a minimum of six months or the deficient area must be repaired at no cost to the City. All work to be to the satisfaction of the Engineer.

4. AC Pothole Patching - Permanent (Units: Square Feet)

Define Unit: This is measured by the amount of potholes patched in square feet. The surface area will be measured by square feet. The payment shall be for the square feet of pavement patched, regardless of the depth.

This activity encompasses minor permanent patching of potholes, depressions, and edge breaks in roadway surfaces using Flomix, Aquaphalt, or hot mix asphalt concrete to provide a smooth driving surface. This includes clearing and grubbing, sawcutting, excavation, hand patching and minor skin patching of potholes, small depressions and edge breaks in roadway surfaces to provide a smooth driving surface. This is performed to prevent further deterioration of pavement. This will include, but is not limited to, various subtasks for proper planning and performing the work including patching depressions or deteriorated pavement. Permanent pothole patching shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the permanent pothole patching to the City's satisfaction.

Quality Requirement: At the end of the work session, proper compaction will be attained, all the loose debris removed from the work area and the permanent patch installed to a sawcut joint. The patch area shall have a service life for a minimum of 12 months and any deficient area must be repaired at no cost to the City by the Firm. All work to be to the satisfaction of the Engineer.

5. AC Cold Plane up to 1" in Depth (Units: Square Feet)

Define Unit: This is measured by the amount of asphalt concrete area in square feet that is cold planed in preparation of an Asphalt Concrete Hot Mix Overlay. The surface area will be measured in square feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This item shall consist of traffic control, clearing and grubbing, cold planing of up to 1" of existing asphalt concrete surfacing, removal of debris, traffic control, street sweeping and the temporary replacement of removed striping by repainting or replacement striping. Limits of the pavement removal will be marked by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, performing cold planing of the

designated pavement area, removal of the existing asphalt concrete, cleaning the site by street sweeping and temporary repainting of existing pavement markings and striping (tabs not accepted) and clean the work site. Asphalt concrete shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the asphalt concrete to the City's satisfaction.

Quality Requirement: At the end of each work session, the cold planed asphalt concrete shall be removed and be ready to accept an asphalt concrete hot mix overlay pursuant to the specifications above, a level surface will be achieved, the work site cleaned, all debris removed, and traffic control restored. All work to be to the satisfaction of the Engineer.

6. Asphalt Concrete Hot Mix 1" Overlay (Units: Tons)

Define Unit: This is measured by the amount of asphalt concrete area in net tons that is to be placed. The tonnage will be measured by certified weigh tickets.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This item shall consist of cleaning of the limits of the area to receive the AC overlay, clearing and grubbing, routing, cleaning and sealing all cracks, placement of the Asphalt Concrete Hot Mix overlay, compacting the overlay to 95% relative compaction, providing traffic control and repainting all markings, legends and striping, installing raised pavement markers and cleaning the site. Limits of the pavement overlay will be marked by the Engineer. The pavement edge joins and match lines shall be neatly and cleanly made. A tack coat of grade SS-1h emulsified asphalt shall be applied to all surfaces prior to placement of new AC, with the exception that tack coat is not required to be applied to aggregate base surfaces. The Firm shall submit the Asphalt Concrete Mix Design in accordance with Greenbook Standard Specifications as required to construct the work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited, to various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, performing saw cutting of the designated pavement area (if any), placement of the asphalt concrete overlay by a fully operational self propelled paving machine, compact the overlay to 95% relative compaction, restore existing pavement markings with roadway striping, clean the work site and remove USA markings. The cost to restore final striping and painting of legends and markings shall be paid under that specific work activity. Asphalt concrete overlay shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain or restore the asphalt concrete to the City's satisfaction.

Quality Requirement: At the end of each work session, AC overlay shall be placed pursuant to the specifications above, a level surface will be achieved with no more than a 1/8" variation in ten linear feet as solely determined by the Engineer, the work site cleaned, debris removed and traffic control restored. All work to be to the satisfaction of the Engineer.

7. AC Pavement Crack Repair Cleaning & Filling (Units: Linear Feet)

Define Unit: This is measured by the amount of crack sealant in linear feet that is used to repair pavement cracks. The surface length will be measured in linear feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This is the operation of clearing and grubbing and applying joint filler into pavement cracks to prevent and protect the pavement from decay. All cracks that are 1/8 inch in width or larger shall be routed, blown clean with a hot air lance and filled with hot asphalt-rubber sealant material. Wide cracks should be filled with patch material. Prior to the application of hot asphalt-rubber sealant, joints and cracks shall be routed and cleaned to remove dust, dirt, moisture, and foreign material or old sealant. Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the surface. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishing proper traffic control, router all cracks greater than 1/8", clean crack using compressed air, apply crack seal so there is a smooth finish, restore any affected pavement legends or striping, and then clean the work site. Pavement filling shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the pavement filling and refill any depressed filled cracks to the City's satisfaction.

Quality Requirements: At the end of the work session, a level surface will be achieved, cracks shall be filled to prevent moisture from the sub base, the work site cleaned, debris removed, cracks repaired pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the Engineer.

8. Repair Curb and Gutter (Units: Linear Feet)

Define Unit: This is measured by the amount of curb and gutters removed and installed in linear feet. The surface length will be measured in linear feet. The height of the curb may variously be 6", 8", or the height to match the existing curb height with no change in compensation.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair of damaged or

deteriorated concrete curb and gutter to ensure proper drainage flow including forms and concrete work. This includes clearing and grubbing, both removal and replacement including one foot width of asphalt concrete by the length of the curb. As directed, remove curb and gutter when sections are damaged, raised or lowered, and water flow is impaired or diverted. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, saw cutting all joins, removing the concrete and asphalt concrete, setting forms, pouring and finishing the curb and gutter, concrete to be 520-C-2500 with Type V cement, repaving the asphalt concrete, flow checking the gutter, cleaning the work site, and removal of USA markings. Curb and gutter shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the curb and gutter to the City's satisfaction.

Quality Requirements: At the end of the work session, level surfaces will be achieved, drainage lines properly established, the work site cleaned, debris removed, curbs and gutters installed pursuant to proper standards and specifications and traffic control restored. All work to be to the satisfaction of the Engineer.

9. Repair Drive Approach (Units: Square Feet)

Define Unit: This is measured by the amount of drive approach area in square feet that is to be removed and replaced. The surface area will be measured in square feet. The thickness of drive approaches shall be 6" or greater to match existing.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the removal and replacement of driveways to replace damaged or deteriorated sections. This is performed to provide for level transition from the driveway to the street. This includes clearing and grubbing, removal operations including the adjacent curb and gutter and one foot width of asphalt concrete by the length of the curb and placement of the new concrete and AC. This service is provided when a driveway has been damaged, and movement of users is impaired, as determined by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the designated pavement area, placement of designated concrete driveway, placement of adjacent curb and gutter and asphalt concrete, setting forms, pouring and finishing the driveway and curb and gutter, concrete to be 560-C-3250 with Type V cement, re-pavement of the asphalt concrete, flow checking

the gutter, cleaning the work site and removal of USA markings. Drive approach shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the drive approach to the City's satisfaction.

Quality Requirements: At the end of the work session, level surfaces will be achieved, gutter flow checked, the work site cleaned, debris removed, drive approach replaced pursuant to proper standards and specifications, and traffic control restored. All work to be to the satisfaction of the Engineer.

10. Repair Access Ramp (Units: Each)

Define Unit: This is measured by the completion of each access ramp removed and replaced.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the removal and replacement of deteriorated ramps as directed by the Engineer. The repair of access ramps shall meet Americans with Disability Act (ADA) standards and Caltrans Standard Plans and is performed on an as needed basis when requested by the City. This includes clearing and grubbing, the removal of the adjacent curbs and gutters including a one foot width of asphalt concrete along the length of the curb and adjacent sidewalk as necessary to meet grade and placement of the new concrete and AC. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, establishment of proper traffic control, performing saw cutting of the designated pavement and concrete areas, removal of concrete and adjacent curb and gutter, removal and replacement of the asphalt concrete and sidewalk, setting forms, pouring and finishing the necessary ramp, placement of a cast-in-place Armor-tile Blue Truncated Dome Panel including pouring adjacent sidewalk as necessary to meet grade, pouring curb and gutter, concrete to be 520-C-2500 with Type V cement, repaving the asphalt concrete, flow checking the gutter, cleaning the work site and removal of USA markings. The access ramp shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the access ramp to the City's satisfaction.

Quality Requirements: At the end of the work session, a tapered ramp is achieved, adjacent sidewalks are level, the gutter is flow checked, the work site is cleaned, removing all debris, and the access ramp is replaced pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

11. Temporary Sidewalk Patching (Units: Each Location)

Define Unit: This is measured by the completion of the placement of temporary ramping materials across the width of a raised sidewalk panel and its immediate adjacent sidewalk panel, as needed, regardless of the width of the raised area. The width can range from a low of four feet to a high of ten feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the placement of temporary ramping material (asphalt concrete, concrete, epoxy or other acceptable material) at a raised sidewalk joint in order to address uneven, displaced sidewalks, as designated by the Engineer. This will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control, cleaning the site, removing loose materials and the placement of temporary ramping materials to resolve a raised sidewalk panel until permanent repairs can be scheduled. The work shall be guaranteed to perform satisfactorily for up to six (6) months. During the guarantee period, the Firm shall bear all costs to maintain the Temporary Sidewalk Patching to the City's satisfaction.

Quality Requirements: At the end of the work session, a tapered sidewalk is created to eliminate uneven, displaced sidewalks, as designated by the Engineer. The work site is cleaned, removing all debris, and the work area is completed to proper standards and specifications. All work to be to the satisfaction of the Engineer.

12. Sidewalk Grinding (Units: Each Location)

Define Unit: This is measured by the completion of each sidewalk grinding location.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the grinding of concrete sidewalks to provide a smooth surface free of edge displacement. This activity is performed on uneven, displaced sidewalks, as designated by the Engineer. The Firm may also be issued a directive to perform sidewalk grinding in a designated neighborhood including fully documenting each location of grinding before grinding is performed to the satisfaction of the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including clearing and grubbing, establishment of proper traffic control, grinding of concrete sidewalk or other concrete areas by mechanical means ranging in width from four feet to ten feet, and cleaning the work site. Sidewalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the sidewalk to the City's satisfaction.

Quality Requirements: At the end of the session, level surface will be achieved, the work site will be cleaned removing all debris, and sidewalk grinding shall be completed pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

13. Repair Sidewalk (Units: Square Feet)

Define Unit: This is measured by the amount of sidewalk area in square feet that is to be removed and replaced. The surface area will be measured in square feet. The sidewalk depth shall be 4" nominal.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair of sidewalks by replacement of damaged or deteriorated sections. This is performed to provide a level transition from slab to slab. This is also done to repair sidewalks that have been raised or lowered and the movement of pedestrians is impaired as determined by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, provide an alternate pathway for pedestrians, saw cutting the proposed removal section from joint to joint, the removal of the full section of concrete, removal of all roots to a depth of four inches below the bottom of the sidewalk, installing root barriers as directed, pouring of new concrete with a 520-C-2500 concrete with Type V cement to meet ADA standards, repairs of any impacted irrigation, cleaning the work area and removing USA markings. Sidewalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the sidewalk to the City's satisfaction.

Quality Requirements: At the end of the work session, the sidewalk will be repaired following standards and regulations so that it blends with adjacent sidewalk and curbs, the work site is cleaned, and debris removed. All work to be to the satisfaction of the Engineer.

14. Repair/Restore Miscellaneous PCC/Brick (Units: Square Feet)

Define Unit: This is measured by the amount of concrete and/or brick area in square feet that is repaired. The surface area will be measured in square feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair or replacement of damaged or deteriorated concrete or brick structures in the street area. This is performed as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will

include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, performing saw cutting of the designated pavement area, removing and replacing the damaged concrete, brick (including both flat and vertical brick installations), or patterned and colored stamped concrete as designated (hardscape), concrete to be 520-C-2500 with Type V cement, remove the hardscape, setting forms, pouring and finishing the hardscape with matching colors and materials, cleaning the work site and removing USA markings. Concrete and/or brick shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the concrete and/or brick to the City's satisfaction.

Quality Requirements: At the end of the work session, a concrete or brick structure is completed pursuant to the work request, hardscape is finished with matching color and materials, the work site is cleaned removing all debris, and concrete and/or brick shall be constructed pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

15. Weed Control – Curb and Gutters and Parkways (Units: Acres)

Define Unit: This is measured by the amount of weed control area in acres sprayed on curbs, gutters, and parkways. The surface area will be measured in acres.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses all applications of herbicides to control unwanted vegetation in roadbed, medians, curb and gutter, sidewalk and un-landscaped parkways including pre-emergent and contact spraying. All roadways are sprayed two times a year following a routine plan as approved by the Engineer. This must be performed or supervised by a person with a State of California Qualified Applicators Certificate. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing protective clothing, perform work while supervised by a person with State of California Qualified Applicators Certificate, use appropriate Best Management Practice's (BMP's) and utilize an approved weed control chemical. Treated areas shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the treated areas to the City's satisfaction.

Quality Requirements: At the end of the work session, weeds should be sufficiently removed, so as to provide a clean appearance and improve accessibility to the area where they were removed from, and weeds shall be

sprayed pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

16. Sign Maintenance (Units: Each Sign)

Define Unit: This is measured by the completion of each standard sign maintained or removed and replaced. See Appendix E.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the maintenance, repair, replacement, and installation of California MUTCD standard traffic signs, street name signs, and guide markers. See Appendix E for the signage inventory. This activity includes the removal and replacement of damaged signs and posts, the placement of new signs and posts, and maintenance of signs and posts. See Appendix E for the Sign Inventory. The replacement of damaged stop signs and posts shall be completed within 24 hours of the issued task order and all other signs will be installed in accordance with the regular schedule of activities as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), establishment of proper traffic control, removal of signs and posts, installation of signs and posts, and performing routine maintenance as directed and removal of USA markings. Signs replaced/installed shall utilize the highest grade of materials available on the market including aluminum based signs with high reflective sheeting and shall be guaranteed to perform satisfactorily for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the sign to the City's satisfaction.

Quality Requirements: At the end of the work session, proper signage should be posted, the area should be cleaned of debris, and signs shall be maintained pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

17. Special Sign Maintenance (Units: Labor Hours)

Define Unit: This is measured by the amount of labor hours spent on the maintenance, repair, replacement, fabrication, and installation of special signs.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the maintenance, repair, replacement, fabrication and installation of special signs by design or oversized signs as designated by the Engineer that require additional staff, equipment, and/or time. Special signs include large or non-standard traffic signs that require additional time to fabricate or install. Special Signs replaced/installed shall utilize the highest grade of materials available on the market including aluminum based signs with high reflective sheeting and shall be guaranteed to perform

satisfactorily for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the sign to the City's satisfaction.

Quality Requirements: At the end of the work session, the fabrication and installation of Special Signs is done in accordance with the Sign Maintenance standards and the area should be cleaned of debris. All work to be to the satisfaction of the Engineer.

18. Nighttime Sign Reflectivity Survey (Units: Lump sum)

Define Unit: This activity is to be completed on an annual basis to review the reflectivity of all MUTCD signage in the City to establish and monitor a baseline reflectivity standard in compliance with FHWA standards. Nighttime surveys can occur monthly, quarterly or annually as selected by the Firm. Payment for this work shall be paid on a prorated basis equivalent to the interval selected. See Appendix E.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the nighttime inspection and testing of 100% of the City's MUTCD signage on an annual basis. See Appendix E for a listing of the signage inventory. The work shall, utilizing standards developed by FHWA or other agency as approved by the Engineer, test the nighttime reflectivity of all City signage utilized for Traffic Control per the California MUTCD. The testing equipment shall be documented to be current and capable of testing to the standards established by FHWA. Any signage not meeting the reflectivity standard shall be fully identified and submitted to the Engineer for replacement approval. No signage shall be replaced without the Engineer's designation.

The Firm may utilize approved FHWA criteria to evaluate reflectivity.
(http://safety.fhwa.dot.gov/roadway_dept/night_visib/retrotoolkit/moreinfo/maint/assessment.htm)
They should choose to perform visual nighttime inspections or measure the retroreflectivity using a portable retroreflectometer or obtain approval by the Engineer as follows:

1. **Visual Nighttime Inspection Method:** This method assesses the visibility and retroreflectivity of the traffic signs as the inspector approaches the sign. All signs must have retroreflectivity levels at or above the minimum levels. One of three procedures shall be conducted in addition to visual inspection following MUTCD checklists. The three acceptable methods are the Calibration Signs Procedure, Consistent Parameters Procedure, and Comparison Panels Procedure.
2. **Measured Retroreflectivity Method:** All signs must have retroreflectivity levels at or above the minimum levels. Signs shall be measured using a handheld retroreflectometer following ASTM E1709, Standard Test Method for Measurement of Retroreflective Signs Using a Portable

Retroreflectometer. A sign needs to be replaced if the average retroreflectivity value is less than the appropriate minimum level.

Quality Requirements: At the end of the work session, annually, every traffic control sign in the City shall be tested for nighttime reflectivity. All work to be to the satisfaction of the Engineer.

19. Nighttime Streetlight Outage Surveys (Units: Lump Sum)

Define Unit: This activity is to be completed on a quarterly basis to review the operational status of street lights and safety lights on every public street in the City in both the SCE and SDG&E service territories. The annual lump sum payment shall be paid on a prorated quarterly basis.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the nighttime inspection of every street light and safety light on all public streets in the City of Laguna Hills on a quarterly basis and reporting any outages to the responsible party. The City is serviced by both SCE and SDG&E for general streetlighting. The City is responsible for all Safety Lights at traffic signals, Bridge Underdeck lights and, on El Toro Road, the Median Island streetlights, decorative and area lights. The light outages shall be reported to the responsible party and the repair completion shall be monitored and reported to City.

Quality Requirements: At the end of the work session, quarterly, every streetlight and safety light associated with public streets in the City shall be inspected and outages reported to the responsible party to the satisfaction of the Engineer.

20. Guardrail Repair (Units: Linear Feet)

Define Unit: This is measured by the amount of guardrail repaired in linear feet. The length will be measured in linear feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the installation and repair of structurally damaged guard or bridge rail sections and posts to prevent vehicle access. A repair response is required within 24 hours on structurally damaged guardrails. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, removal and replacement of damaged guardrail sections as designated in accordance with Caltrans Standards, setting forms, pouring and finishing the hardscape, if any, restoring landscaping or irrigation damage, if any, and cleaning the work site. Guardrail shall be guaranteed to perform satisfactorily

for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the guardrail to the City's satisfaction.

Quality Requirements: At the end of each work session, the site should be clean, correct signs and markers replaced on the barricades and guardrails, the overall construction should be strong, and the guardrail shall be repaired pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

- 21. Sign and Shopping Cart Removal** (Units: Lump Sum - per year payable in equal monthly installments) **Define Unit:** This is a lump sum annual fee payable in equal monthly installments. All efforts included in illicit sign and shopping cart removal will be covered under this lump sum. The streets to be inspected to complete this task are as shown on Appendix D.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the removal of illicit signs and shopping carts to ensure public safety and to enforce City codes. This activity is to be performed on Sunday mornings of every week year round and is used for removal of unauthorized signs and shopping carts from street right of ways as defined in the Laguna Hills Municipal Code. See Appendix D for a listing of the arterial streets to be inspected to complete this task. A one person crew shall be sent every Sunday morning to patrol the Arterial Highways and remove the signs and shopping carts, store the signs and shopping carts for 30 days at a location acceptable to City for retrieval by the owners, discard signs and shopping carts not collected after 30 days and provide a weekly activity report of all signs and shopping carts collected by the end of the day of the Monday following the weekly Sunday sign removal. Note that certain "Real Estate Open House" signage is allowed to be in designated locations of the City street areas and are not to be removed. Note that during "Election Season," no political signs shall be removed unless site specific direction is provided by the Engineer.

Quality Requirements: When work is completed, all unapproved signs and shopping carts will be removed from the Arterial Highways. All work to be to the satisfaction of the Engineer.

- 22. Removal of Markings or Striping** (Units: Square Feet)

Define Unit: This is measured by the amount of markings or striping in square feet to be removed by wet sandblasting. The surface area of the paint to be removed will be measured in square feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the temporary painting over of traffic markings or lane striping on the traveled portion of the roadway to

temporarily remove markings and/or lane striping that are to be moved or eliminated followed by permanent removal by wet sandblasting. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, applying black flat paint for the markings to be removed pursuant to a coordinated schedule for the new installation of markings and striping, and permanent removal by wet sandblasting within 14 calendar days of the temporary painting over of the markings or lane striping. Removal work is to include street sweeping to removal all debris. Work is to be performed during either daytime or nighttime work hours, as directed by the Engineer. Marking and striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the markings and striping to the City's satisfaction.

Quality Requirements: At the end of each session, markings or striping should be removed so that the public cannot see them to ensure safety, comply with standards and specification, and the work area should be cleaned of all debris. All work to be to the satisfaction of the Engineer.

23. Replace Raised Pavement Markers (RPM's) (Units: Each Marker)

Define Unit: This is measured by the completion of each RPM replaced in kind. This work will be grouped to occur at various locations to provide the Firm with a minimum of one eight hour labor shift per task order for work efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the installation and replacement of raised pavement markers on new and existing delineated roadways. The Firm shall install new raised pavement markers after roadway repairs or to replace worn out markers as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and placement of raised pavement markers per task order. Three test specimens may be randomly selected from the sample for each test except as otherwise specified and tested for conformance with Greenbook standards and specifications. If any one of the three specimens fails to comply with the requirements of the specifications, the failure shall be a basis for rejection of the entire lot or shipment represented by the sample. RPM's shall be guaranteed to perform satisfactorily for up to five (5) years. During the guarantee period, the Firm shall bear all costs to maintain the RPM's to the City's satisfaction.

Quality Requirements: At the end of each session, RPM's should be replaced or maintained so that the public can see them with proper reflectivity to ensure

safety, conform to standards and specifications, and the work area should be cleaned of all debris. All work to be to the satisfaction of the Engineer.

24. Layout New Striping (Units: Linear Feet)

Define Unit: This is measured by the amount of new striping and pavement legends in linear feet to be installed.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. The work includes the pre-marking of lane lines following construction activity or for the installation of new striping to provide a guide for striping operations as designated by the Engineer. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and placement of striping guide lines (cat-tracking) per plans as provided by the Engineer.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, create straight and neat paint guide lines, and otherwise have the work area ready to receive lane lines and marking painting. All work to be to the satisfaction of the Engineer.

25. Annual Paint Striping (Units: Annual Lump Sum)

Define Unit: This is measured by the lump sum completion of annual painting of all existing lane lines on every street in the City. See Appendix F.

This activity is generally described, but it is the Firm's responsibility to fully evaluate the quantity of work and meet the quality requirement. This activity encompasses painting traffic lines to provide defined travel lanes and proper vehicle guidance. This includes annual restriping of all existing citywide painted stripes, regardless of color, type or location and the placement of new striping as designated by the Engineer. See Appendix F for a summary inventory of existing striping, legends and markings by color and type. It is the Firm's sole responsibility to understand the scope of the work and the quantity of work to be done. The lump sum payment for the annual paint striping is deemed to include all existing striping on every City street whether or not it is represented on Appendix F.

Striping shall occur once per year on an agreed schedule. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting of all lane striping City-wide on an annual basis with approved paint materials and approved paint thickness. Repainting of existing painting shall be done in one coat. Painting new striping shall be done with two coats of paint

which application shall be separated by seven calendar days. A three inch black stripe shall be painted between all double yellow striping. Arterial Highways shall be painted during nighttime work hours. Collector and Residential streets shall be painted during daytime work hours.

The Firm shall submit to the Engineer certified copies of the manufacturer's test reports and Material Safety Data Sheet (MSDS) showing conformance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in no more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All white paint shall contain at least 12 percent titanium dioxide. All striping shall be reflectorized. Striping shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the striping, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, paint all existing striping throughout the City once per year and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

26. Annual Paint Stop Bars and Chevrons (Units: Linear Feet)

Define Unit: This is measured by the amount of stop bars and chevrons painted in linear feet for traffic markings. See Appendix F.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting stop bars on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual and as designated restriping of existing citywide stop bars and chevrons. See Appendix F for a summary inventory of existing striping, legends and markings. This activity is for stop bars and chevrons only; crosswalks and standard markings are covered under separate activities. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all white stop bars and chevrons city wide on an annual basis with approved paint materials and approved paint

thickness. Repainting shall be done in one coat. New Painting of stop bars and chevrons shall be done with two coats of paint which application shall be separated by seven calendar days. All paint shall be reflectorized.

The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All white paint shall contain at least 12 percent titanium dioxide. Work on Arterial Highways shall be performed during nighttime work hours. Work on collector and residential streets shall be performed during daytime work hours. Stop bars and chevrons shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the painted areas, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

27. Annual Paint White Crosswalks (Units: Linear Feet)

Define Unit: This is measured by the amount of white crosswalk length in linear feet for traffic markings. See Appendix F.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting or refurbishing crosswalks on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual repainting of existing citywide crosswalks and as designated by the Engineer. See Appendix F for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all white crosswalks city wide on an annual basis with approved paint materials and approved paint thickness. All painting shall be reflectorized.

Repainting shall be done in one coat. New painting of crosswalks shall be done with two coats of paint, and application shall be separated by seven calendar days.

The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All white paint shall contain at least 12 percent titanium dioxide. Work on Arterial Highways shall be performed during nighttime work hours. Work on collector and residential streets shall be performed during daytime work hours. Crosswalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the crosswalk, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

28. Annual Paint Yellow School Crosswalks (Units: Linear Feet)

Define Unit: This is measured by the amount of yellow school crosswalk length in linear feet for traffic markings. See Appendix F.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting yellow crosswalks on the traveled portions of the highway to provide defined markings for vehicle and pedestrian control. This the annual repainting of existing citywide School Crosswalks and as designated by the Engineer. See Appendix F for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all yellow school crosswalks City-wide on an annual basis during the month of August with approved paint materials and approved paint thickness. Repainting shall be done in one coat. New painting of yellow crosswalks shall be

done with two coats of paint which application shall be separated by seven calendar days. All painting shall be reflectorized.

The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. Painting on Arterial Highways shall be performed during nighttime work hours. Painting on collector and residential streets shall be performed during daytime work hours. Crosswalk shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the crosswalk, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

29. Annual Paint White Standard Legends (Units: Each)

Define Unit: This is measured by the completion of each white standard or oversized legend painted. See Appendix F.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting white traffic markings on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual repainting of existing citywide Legends and as designated. See Appendix F for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all white standard legends city wide on an annual basis with approved paint materials and approved paint thickness. All paint shall be reflectorized. Repainting shall be done in one coat. New painting of legends shall be done with two coats of paint which application shall be separated by seven calendar days. All painting of Legends shall meet the size and shape of existing City Legends whether or not

the Legends are standard size or oversized. A legend is defined as a whole word such as "25," "Stop," "Ahead," or "Signal," regardless of the number of letters painted, and including all types of painted arrows.

The Firm shall submit certified copies of the manufacturer's test reports and the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. All white paint shall contain at least 12 percent titanium dioxide. Painting on Arterial Highways shall be performed during nighttime work hours. Painting on collector and residential streets shall be performed during daytime work hours. Legend shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the legend, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session the Firm should follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

30. Annual Paint Yellow Standard Legends (Units: Each)

Define Unit: This is measured by the completion of each yellow standard legend painted. See Appendix F.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses painting yellow traffic markings on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. This includes the annual repainting of all yellow standard legends and as designated by the Engineer. See Appendix F for a summary inventory of existing striping, legends and markings. The job and work must follow identified job standards, specifications, and industry requirements. All painting of Legends shall meet the size and shape of existing City Legends. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and painting or repainting all yellow standard legends city wide on an annual basis during the month of August with approved paint materials and approved paint thickness.

Repainting of existing legends shall be in one coat. New painting of yellow standard legends shall be done with two coats of paint which application shall be separated by seven calendar days. All paint shall be reflectorized. A legend is defined as a whole word such as "Slow," "School," or "Xing," regardless of the number of letters painted,

The Firm shall submit certified copies of the manufacturer's test reports and MSDS in accordance with the Greenbook Standard Specifications or Caltrans Standard Specifications, as selected by the Engineer, and best management practices. Test reports shall indicate the name of the manufacturer, type of material, date of manufacture, quantity, State Specification number, manufacturer's lot or batch number, and results of the required tests. Test reports shall be signed by an authorized representative of the manufacturer. White, yellow, and black traffic line paint shall dry to a "no traffic pickup" condition in 30 seconds. The "no traffic pickup" time shall be determined in accordance with ASTM D711. The paint shall be completely dry in not more than 3 minutes when preheated to the temperature recommended by the manufacturer before application. Painting on Arterial Highways shall be performed during nighttime work hours. Painting on collector and residential streets shall be performed during daytime work hours. Legend shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the legend, including repainting as necessary, to the City's satisfaction.

Quality Requirements: At the end of each work session, the Firm shall follow standards and specifications, have a manufacturer's test report specifying compliant materials, create straight and neat paint edges, and have all materials and debris cleaned from the work area. All work to be to the satisfaction of the Engineer.

31. Annual Paint Curbs (Units: Linear Feet)

Define Unit: This is measured by the amount of curb and gutter in linear feet painted per color designated on an annual basis. The top of curb will be measured for surface length in linear feet. See Appendix F.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the painting of curbs with various colors to enforce parking regulations on an annual basis and as designated by the Engineer. See Appendix F for a summary inventory of existing striping, legends and markings. The curb surface must be prepared by cleaning or scraping prior to applying paint. The application of appropriate curb paint shall be done with rollers or airless paint spray equipment as requested by the City. Curbs are painted on an annual basis based on inventory and new assignments are painted pursuant to work as designated by the Engineer. The job and work must

follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of temporary no parking zones and traffic control, cleaning and scraping the existing painted curb prior to applying new paint, applying two coats of new paint, protecting all adjacent surfaces from paint overspray, and removal of traffic control after the paint has dried. Curb painted shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the curb paint to the City's satisfaction.

Quality Requirements: At the end of the work session, the curb will be painted pursuant to the specifications and standards, painted with requested color, the work site is cleaned, and curbs shall be painted pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

32. Clean Drains by Vacuum Truck/Other Equipment (Units: Each Drain)

Define Unit: This is measured by each drain or catch basin or inlet cleaned with a Vacuum Mounted Truck and related equipment. See Appendix H.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the cleaning of drains, catch basins, drainage inlets, pipes, down drains and storm drainage lines with a vacuum truck to insure the drainage system is functioning at full capacity. See Appendix H for a listing of all inlet locations. This work task shall not be utilized unless it is demonstrated to the City's satisfaction that the manual "Clean Drains by Manual Means – Routine" was unable to satisfactorily complete the work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing proper safety equipment, utilizing confined space entry safety standards, as required, and use of appropriate BMP's.

Quality Requirements: At the end of each work session, storm drains should be cleaned by removing any debris, work site cleaned, and drains shall be cleaned pursuant to proper standards and specification with full documentation of the quantity of materials removed. All work to be to the satisfaction of the Engineer.

33. Clean Drains by Manual Means - Routine (Units: Each Drain)

Define Unit: This is measured by each drain or catch basin or inlet cleaned by manual labor and hand tools. See Appendix H.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the annual inspection and manual cleaning of drains, catch basins, inlets, grates, screens, inserts, pipes, down

drains, and storm drainage lines to insure the drainage system is functioning at full capacity. See Appendix H for a listing of all inlet locations. Drains are manually checked and cleaned pursuant to a drain cleaning inventory (see Appendix H) and the work is to be completed between June 1st and September 30th of each calendar year. Recurring problem drains are checked and cleaned (as required) after storms. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing proper safety equipment, utilizing confined space entry safety standards, and use of appropriate BMP's. Drains shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the drain to the City's satisfaction.

Quality Requirements: At the end of each work session, storm drains should be cleaned removing any debris, work site cleaned, drains shall be cleaned pursuant to proper standards and specifications and the quantity of debris removed shall be fully documented. All work to be to the satisfaction of the Engineer.

34. Replace Drain Stencil (Units: Each Drain)

Define Unit: This is measured by the completion of each drain stencil, and the proper documentation to the City of Laguna Hills.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the maintenance of storm drain stencils/decals throughout the City to provide public awareness about stormwater. The drainage inlet curb surface should be prepared by cleaning, scraping, or washing prior to application of stencil. Appropriate curb markers should be installed using adhesive or by painting the stencil. This activity includes maintaining marking inventory as needed. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control and applying drain stencil pursuant to the work request. Stencil shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the stencil to the City's satisfaction.

Quality Requirements: At the end of each work session, storm drain inlets shall be marked with approved City stencil, stencil should be legible to the public, and work area should be clean. All work to be to the satisfaction of the Engineer.

35. Raise Storm Drain Manhole to Grade (Units: Each)

Define Unite: This is measured by the completion of each storm drain manhole/access structure raised to grade with grade rings with a grade difference of one inch to twelve inches from existing condition.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses all labor, equipment and materials to excavate existing storm drain manhole/access structures in order to raise the surface of the structure to existing grade from one inch to twelve inches in grade change and the restoration of the site including related concrete and/or asphalt concrete work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, clearing and grubbing, inspecting the storm drain manhole/access structure to determine the amount of grade adjustment required, excavating the structure, providing grade rings and mortar to adjust the grade as needed, compacting the work site, restoring the existing concrete and asphalt concrete in a neat and clean manner and cleaning the site.

Quality Requirement: At the end of each work session, storm drain manhole/access structures are to be flush with adjacent grade to the satisfaction of the Engineer.

36. Pre-Storm Inspection (Units: One Person Crew Hours)

Define Unit: This is measured by the number of hours needed for pre-storm inspections including all labor, equipment and materials to perform the work as defined. This includes a maximum of one person for 80 hours during normal business hours to conduct the necessary inspections. See Appendix G.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses a one person crew, vehicle, and equipment necessary to site visit approximately 30 drainage inlet locations to determine their condition prior to winter storm events (see Appendix G). The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including inspecting storm drains, photographing findings, and producing an inventory to the City of drain inlets which may require attention during storm events. Work is to be completed annually during the month of September. Thereafter, the City will issue task orders as necessary to prepare the drain inlets for the winter storm season as designated by the Engineer.

Quality Requirement: At the end of each work session, drain inlets are inspected and photographed to create a document and inventory of all drain inlets

susceptible to inundation, siltation, clogging and overflow during certain storm events.

37. Storm Patrol and Emergency Repair (Units: Two Person Crew Hours)

Define Unit: This is measured by the number of hours needed for storm patrol and emergency repair including all labor, equipment and materials to perform the work as defined. This requires a two-person crew to conduct the necessary inspections with an annual estimated need of 30 crew hours, subject to substantial rain events, day or night. See Appendix G.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses a two person crew, vehicle, hand equipment and materials necessary to perform a site visit to any inlet identified as not operational during a storm event and to take actions required to clear the drain for proper drainage flow. See Appendix G for a listing of typical locations to inspect. This is an emergency service that shall be provided within two-hours of notice and shall continue until the storm event has passed. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including inspecting storm drains, photographing findings, and evaluating and performing maintenance/cleaning of drain inlets that are not operation during a storm event. This is an on-call emergency activity which may occur during the daytime or nighttime.

Quality Requirement: At the end of each work session, the drain is cleared of debris to ensure storm water is not backed up causing flooding and drains are photographed to create a document and inventory of all problem drain inlets. All work to be to the satisfaction of the Engineer.

38. Repair Underdrain/Subdrain (Units: Linear Feet)

Define Unit: This is measured by the amount of underdrains repaired in linear feet. The surface length along the alignment of the drain will be measured in linear feet.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses the repair and/or installation of underground drainage systems to provide effective subsurface ground water control. This is performed when persistent surface and subsurface ground water is damaging streets or creating a hazard. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert, clearing and grubbing, establishment of proper traffic control, performing saw cutting of the designated pavement area, removal of asphalt concrete or concrete, if any, locating the

damaged pipe and/or installing all necessary pipes and fittings to complete the system, placing base materials, repaving the asphalt concrete, cleaning the work site and removing USA markings. Underdrain shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the underdrain to the City's satisfaction.

Quality Requirements: At the end of the work session, level surfaces will be achieved, necessary pipes and fittings installed, the work site cleaned, removing all debris, and underdrain shall be repaired pursuant to proper standards and specifications. All work to be to the satisfaction of the Engineer.

39. Manual Inspection of Underground Storm Drains (Units: Linear Feet)

Define Unit: This is measured by the amount of storm drains in linear feet maintained or inspected by a crew of a size necessary to safely enter into confined spaces. This is measured in linear feet from the start to the end of the pipeline inspected. A minimum of four hours time will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses a crawling or walking inspection of underground storm drain facilities of 36" or greater in diameter or dimension for general conditions of facility, structural soundness, construction defects, blockages, illicit connections, and general acceptability for City acceptance and maintenance. Re-inspection is done as required until deficiencies have been repaired. The job and work must follow identified job standards, specifications, and industry and regulatory safety requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including providing workers trained and certified in confined space entry to inspect, traffic control, photographing and report on the condition of storm drain lines, and cleaning work site when inspection is completed.

Quality Requirements: At the end of each work session, storm drain lines are inspected, photographs taken, and a report is presented to the Engineer on the condition of the storm drain lines. All work to be to the satisfaction of the Engineer.

40. Electronic/Video Inspection of Underground Storm Drains (Units: Linear Feet)

Define Unit: This is measured by the amount of storm drain in linear feet inspected with video or electronics. This is measured from the start to the finish of the pipeline inspected. A minimum of four hours time will be scheduled for this activity for work efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses electronic/video inspections of

storm drains less than 36" diameter or dimension for general conditions of facility, structural soundness, construction defects, blockages, illicit connections and general acceptability for maintenance. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including providing workers trained and certified in confined space entry to inspect, video recording, photographing and reporting on the condition of storm drain lines, traffic control and cleaning work site when inspection is completed.

Quality Requirements: At the end of each work session, appropriate BMP's are used to inspect storm drain lines to produce an MP3 video that can be downloaded and stored on the City's computer. All work to be to the satisfaction of the Engineer.

41. Removal of Paint or Material Spills (Units: Hourly Rate)

Define Units: This is measured by the number of hours taken to complete the sandblasting or otherwise removal of paint or material spills and cleaning up the debris.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses providing wet sandblasting or other removal methods of paint or material spills including all traffic control, street sweeping, and clean-up. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, wearing the proper safety equipment, and the use of appropriate BMPs to remove existing traffic control marking so that they are not visible to the public. This activity includes the removal of any hazardous materials or debris that does not belong in the roadway. Removal shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the paint or material spills to the City's satisfaction.

General Requirement: At the end of each work session, existing traffic control marking are removed so that they are not visible to the public, and/or hazardous materials and debris are removed from the roadway. All work to be to the satisfaction of the Engineer.

42. Repairs Underground - General (Units: Hours)

Define Unit: This is measured by the number of hours taken to complete each underground repair made.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. All work associated with the repair of stormwater, storm drain, inlet, or drainage conveyance, including manholes, joints, pipes, and steps.

This is performed when indicated on the inspection report from the City. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, utilizing concrete, mortar, epoxy or other fill materials appropriate for the work, patching, miscellaneous metal work, restoring metal access steps, repairing joints, provide an alternate pathway for pedestrians, repairs on any impacted irrigation, and cleaning the work area. Underground repair shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the underground repair to the City's satisfaction.

Quality Requirements: At the end of each session, original structural and hydraulic capacity of the original operation is established and reported for the stormwater system. All work to be to the satisfaction of the Engineer.

43. Miscellaneous Metal Repairs (Units: Hours)

Define Units: This is measured by the number of hours of a crew, regardless of size of crew, taken to complete each metal repair. A minimum of four hours will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. All work associated with the repair of miscellaneous metals including but not limited to pedestrian protection rails, gates, storm drain inlet protection bars and similar miscellaneous work. The job and work must follow identified job standards, specifications, and industry requirements. This will include, but is not limited to, various subtasks for proper planning and performing the work including contacting Underground Service Alert (USA), clearing and grubbing, establishment of proper traffic control, utilizing field welding, metal bending and metal fabrication to repair and replace miscellaneous metals as designated by the Engineer. Repairs shall be guaranteed to perform satisfactorily for up to twelve (12) months. During the guarantee period, the Firm shall bear all costs to maintain the underground repair to the City's satisfaction.

Quality Requirements: At the end of each session, original structural condition of the repaired miscellaneous metal shall be restored to the original operational intent. All work to be to the satisfaction of the Engineer.

44. Water Truck Operations (Units: Hours)

Define Unit: This is measured by the number of hours spent on water truck operations including all labor, equipment, materials and the cost of water necessary to perform the work as defined. A minimum of four hours time will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses providing manual watering as directed by the City. This includes acquiring a construction water meter from either the El Toro Water District or Moulton Niguel Water District, as appropriate, providing water to meet compaction test requirements, landscape or tree irrigation and cleaning of sites. The job and work must follow identified job standards, specifications, industry requirements and NPDES Best Management Practices.

Quality Requirements: At the end of each work session, water is provided to specified location, task is completed pursuant to the Task Order, and work area is cleaned of debris. All work to be to the satisfaction of the Engineer.

45. Right of Way Trimming (Unit: Hours)

Define Unit: This is measured by the number of hours spent on right of way trimming of shrubs, bushes and trees that hang from private property over City sidewalks in various locations. Work to be done as directed on a quarterly basis with a three person crew to clear sidewalk areas to a height of nine feet over sidewalk and flush with right of way and 15' over travel lanes. A minimum of eight hours time will be scheduled for this work for efficiency.

This activity is generally described, but it is the Firm's responsibility to meet the quality requirement. This activity encompasses providing manual labor to trim shrubs, bushes and trees clear of the right of way and at nine feet above sidewalk and 15' over travel lanes. This will include, but is not limited to, various subtasks for proper planning and performing the work including establishment of proper traffic control, clearing and grubbing, the safe utilization of cutting tools and the elimination of debris.

Quality Requirements: At the end of each work session, right of way is to be clear for safe passage of pedestrians, task is completed pursuant to the Task Order, and work area is cleaned of debris. All work to be to the satisfaction of the Engineer.

46. General Labor A (Units: One Person Crew Hours)

Define Units: This is measured by the number of hours taken by a one person crew, including labor, equipment and materials, to complete tasks as assigned by the Engineer including responding to 24-hour emergency call out services. This activity encompasses providing a one person crew with vehicles, equipment and labor to perform maintenance work or emergency response work for which there is no unit price, as solely designated by the Engineer.

This work activity is deemed to include access to an emergency call out person, material and equipment on a 24-hour continuous basis. Any work assigned to

General Labor A is herein defined to be at the proposed hourly rate for any work occurring between 7:00 am and 7:00 pm Monday to Friday. Any work assigned to General Labor A outside of the above described days and hours shall be compensated at 1.5 times the stated hourly rate. Emergency call outs shall be responsible to respond to the scene of the emergency event within two hours of the first call out contact. Emergency call outs shall be charged the equivalent of a four hour labor charge and shall not exceed four labor hours without expressed permission of the Engineer.

For Emergency call out purposes only, the responding person shall assess the event, take temporary measures to make the area safe for the public, including but not limited to, temporary traffic control, removal of debris that is blocking travel lanes, bicycle lanes or sidewalks, cutting or removing trees or tree limbs that are blocking travel lanes, bicycle lanes or sidewalks, clearing drainage inlets, filling potholes or other pavement or sidewalk depressions, and supporting Police Services as requested, and identify the remaining work to be performed at a later time during normal business hours. Additional work shall be as approved and designated by the Engineer.

Quality Requirements: The one-person crew has completed the assignment as given in the Task Order or has addressed the safety of the public as the result of an emergency call out and has met the requirements specified. All work to be to the satisfaction of the Engineer.

47. General Labor B (Units: Two Person Crew Hours)

Define Units: This is measured by the number of hours taken by a two person crew to complete tasks as assigned by task order.

This activity encompasses providing a two person crew with vehicles, equipment and labor to perform street maintenance work for which there is no unit price, as solely directed by the City and authorized by the issuance of a Task Order.

Quality Requirements: The two-person crew has completed the assignment as given in the Task Order and has met the requirements specified. All work to be to the satisfaction of the Engineer.

48. General Labor C (Units: Three Person Crew Hours)

Define Units: This is measured by the number of hours taken by a three person crew to complete tasks as assigned by task order.

This activity encompasses providing a three person crew with vehicles, equipment and labor to perform maintenance work for which there is no unit price, as solely directed by the City.

Quality Requirements: The three-person crew has completed the assignment as given in the Task Order and has met the requirements specified. All work to be to the satisfaction of the Engineer.

49. General Labor D (Units: Four Person Crew Hours)

Define Units: This is measured by the number of hours taken by a four person crew to complete tasks as assigned by task order.

This activity encompasses providing a four person crew with vehicles, equipment and labor to perform maintenance work for which there is no unit price, as solely directed by the City.

Quality Requirements: The four-person crew has completed the assignment as given in the Task Order and has met the requirements specified. All work to be to the satisfaction of the Engineer.

50. U.S.A. Membership and Utility Response (Units: Lump Sum – per year payable in equal monthly increments) Define Unit: Lump Sum fee per year payable in equal monthly installments for the cost of membership in Underground Service Alert, response to utility call outs and administration.

This activity encompasses joining Underground Service Alert on behalf of the City of Laguna Hills, representing the City's interests and responsibilities to USA, responding as required to USA utility mark out requests including researching City records of storm drain utilities, marking City facilities in the field and administering this program as required by law.

Quality Requirements: Compliance with State law, maintaining membership in good standing in USA, and responding in a timely manner to all USA mark out requests. All work to be to the satisfaction of the Engineer.

51. Quality Assurance Program (Units: Lump Sum - per year payable in equal monthly increments) Define Unit: Lump sum fee per year payable in equal monthly installments for all inclusive quality assurance work to fulfill the required street maintenance activities.

This activity encompasses all work associated with providing quality assurance to meet the City's general requirements.

General Requirements: General quality requirements would be to ensure all tasks are completed with general requirements met. All work to be to the satisfaction of the Engineer.

II. SCHEDULING

The cost of Scheduling is deemed included in Contract Administration and no additional compensation will be allowed therefore. The Firm shall perform the services as directed by Task Order expeditiously, within the term of these specifications. The Firm represents that it has the professional and technical personnel required to perform the services in conformance with such conditions. All routine work shall be scheduled to occur within 14 calendar days of the issuance of a Task Order. Emergency work shall be scheduled within a two-hour response time. Upon request of the City, the Firm shall provide a detailed schedule of anticipated performance to meet the schedule outlined by the City. The extension of any time period must be approved in writing by the City. In addition, Firm shall accommodate City directed work by Task Order for which the schedule cannot wait for the standard two-week schedule and must be "plugged" into the current work schedule, as solely determined by City.

The Firm shall supply the City with a written two week schedule of all work that is planned on the Thursday prior to the Monday of the start of the two week scheduling period with a report of accomplishment of prior two week schedule. The Firm representative shall meet monthly with City's representatives updating City on current work and any anticipated issues.

Service levels in the Work Descriptions are the minimum performance standards for the level of work to be completed. The Firm shall attain completion of the works and services at or above the required service levels within the time and schedule or within such extended time.

III. MAINTENANCE MANAGEMENT SYSTEMS FOR TRACKING WORK ORDERS

The cost of providing a Maintenance Management System is deemed included in Contract Administration and no additional compensation will be allowed therefore. The Firm shall develop, populate with data, utilize, and train City staff to use a Maintenance Management System that is fully integrated into the City's GIS system and website. The Firm shall have full responsibility of purchase and maintaining the system, yet the data shall be the City's information and a copy of the data shall be provided monthly. The Firm shall provide capability for the City to request service with an automated system and shall provide historical tracking of work requested, planned, and completed. City employees should have real-time access to the system. System is to be maintained by the Firm with data being the City's ownership. Firm shall assume the cost for all licensing for any City, employees, and residents use of the system. Access should be provided for citizen to make requests through the City's website. The system shall provide:

- The ability to store or link to GIS for inventory of all streets, sidewalks, and signs including digital images

- The ability to automate a time-based log
- The ability to store or link to a condition of each pavement section of street
- Track inspection records of inspection date, condition, planned action, and estimated cost
- Include the work history of all maintenance services provided with date requests, date completed, amount of work done, cost, location, and materials used
- Provide for tracking details of each service request and response as well as improvement projects completed
- Provide an annual plan of work that is anticipated by work tasks
- Produce a period report (i.e. weekly, monthly, annually) comparing the annual plan to actual work completed and cost concurred
- Allow monitoring of all request actions by requester, location, activity, and date

This effort shall include the import of existing access databases for signs and markings, excel data for drain inlets and the City's MicroPAVER database. This information will be placed into the Maintenance Management System provided by the consultant or the City's GIS which is linked to the Maintenance Management System.

IV. QUALITY ASSURANCE PROGRAM

The Firm shall retain an independent quality assurance Consultant to develop, provide, and implement a quality assurance program that includes routine and random inspection of street maintenance services and testing of all materials utilized in the work, during and after street maintenance, at intervals that are indicative of the life expectancy of the asset and to the requirements of the Engineer to determine quality of work, methodologies, and material. The Consultant shall identify the quality of the completed work and the need for remedial work to resolve any quality discrepancies. The Quality Assurance Plan shall be submitted to and approved by City and then implemented on all work conducted by the Firm.

The Consultant shall report results monthly in a standard form demonstrating quality assurance and monitoring. The program shall track all work, the labor, material and equipment utilized, determine the level of service being provided by the Firm, report all testing and inspection results, and provide recommendations for remedial actions. Material testing shall include compaction testing, strength testing, compliance testing and other testing associated with best management practices and reviews of Certificates of Compliance.

The Quality Assurance Program shall be implemented by an independent entity or firm that will provide to the City and Firm the results of the Firm's work and actions taken on a monthly basis. This entity shall be totally independent financially and legally from the Firm.

Any required remedial or quality related work that is identified in related inspections will be completed without any cost to the City and verified by the independent quality assurance Consultant. The cost of Quality Assurance shall be included in the Lump Sum annual fee for this work and paid for in equal monthly installments.

APPENDIX B

Firm's Name: _____

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**CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
PRICING FORM**

Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.

Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total \$
1	Contract Administration	1 YEAR	LUMP SUM		
2	Arterial Highway Weekly Inspection	1 YEAR	LUMP SUM		
3	AC Pothole Patching - Cold Patch -Temporary	150	SQUARE FEET		
4	AC Pothole Patching - Permanent	5,000	SQUARE FEET		
5	AC Cold Plane up to 1" Depth	25,000	SQUARE FEET		
6	Asphalt Concrete Hot Mix 1" Overlay	500	TONS		
7	AC Pavement Crack Repair Cleaning & Filling	10,000	LINEAR FEET		
8	Repair Curb & Gutter	400	LINEAR FEET		
9	Repair Drive Approach	400	SQUARE FEET		
10	Repair Access Ramp	10	EACH		
11	Temporary Sidewalk Patching	100	EACH LOCATION		
12	Sidewalk Grinding	500	EACH LOCATION		
13	Repair Sidewalk	1,000	SQUARE FEET		
14	Repair/Restore Miscellaneous PCC/Brick	1,000	SQUARE FEET		
15	Weed Control (Curb, Gutter, and Parkways)	140	ACRES		
16	Sign Maintenance	600	EACH SIGN		
17	Special Signs Maintenance	30	LABOR HOURS		
18	Nighttime Sign Reflectivity Survey	1 YEAR	LUMP SUM		
19	Nighttime Streetlight Outage Survey	1 YEAR	LUMP SUM		
20	Guardrail Repair	100	LINEAR FEET		
21	Sign and Shopping Cart Removal	1 YEAR	LUMP SUM		
22	Removal of Markings or Striping	2,000	SQUARE FEET		
23	Replace Raised Pavement Markers	1,500	EACH		
24	Layout of New Striping	1,000	LINEAR FEET		
25	Annual Paint Striping	1 YEAR	LUMP SUM		
26	Annual Paint Stop Bars and Chevrons	9,000	LINEAR FEET		
27	Annual Paint White Crosswalks	31,000	LINEAR FEET		
28	Annual Paint Yellow School Crosswalks	6,700	LINEAR FEET		
29	Annual Paint White Standard Legends	1,860	EACH		
30	Annual Paint Yellow Standard Legends	40	EACH		
31	Annual Paint Curbs	4,400	LINEAR FEET		
32	Clean Drains By Vacuum Truck/Other Equip	50	EACH DRAIN		
33	Clean Drains By Manual Means -Routine	500	EACH DRAIN		
34	Replace Drain Stencil	50	EACH DRAIN		
35	Raise Storm Drain Manhole to Grade	5	EACH		

Attachment: 2014 Street Maintenance Services Agreement - CAA (1808 : Amendment No. 1 to Street Maintenance Services Agr)

APPENDIX B

Firm's Name: _____

Page 2 of 2

**CITY OF LAGUNA HILLS
STREET MAINTENANCE SERVICES
PRICING FORM**

Estimated Quantities are for one year and include ALL costs including labor, materials, equipment, markups and profit.

Item #	Item Description	Quantity Estimate	Unit	Unit Price	Total \$
36	Pre-storm Inspection	80	(1-PERSON CREW)		
37	Storm Patrol and Emergency Repair	30	(2-PERSON CREW)		
38	Repair Underdrain/Subdrain	500	LINEAR FEET		
39	Manual Inspection of Underground Storm Drains	500	LINEAR FEET		
40	Electronic/Video Inspection of Underground Storm Drains	500	LINEAR FEET		
41	Removal of Paint or Material Spills	40	HOURS		
42	Repairs Underground - General	40	HOURS		
43	Miscellaneous Metal Repairs	48	CREW HOURS		
44	Water Truck Operations	48	HOURS		
45	Right of Way Trimming	32	CREW HOURS		
46	General Labor A	300	(1-PERSON CREW)		
47	General Labor B	200	(2-PERSON CREW)		
48	General Labor C	100	(3-PERSON CREW)		
49	General Labor D	100	(4-PERSON CREW)		
50	U.S.A. Membership and Utility Response	1 YEAR	LUMP SUM		
51	Quality Assurance Program	1 YEAR	LUMP SUM		
				TOTAL FEE PROPOSAL: \$	

TOTAL FEE PROPOSAL IN WORDS: _____

NOTE: The estimated annual quantities included in these Pricing Form pages are supplied to give an indication of the general scope of the work but the accuracy of these figures is not guaranteed and are not, in any event, an obligation of the Agency to offer or supply. All work shall be authorized by Task Order. All fees shall remain unchanged for two years. Thereafter, fees may be adjusted based upon the Los Angeles/Orange County Consumer Price Index for the lagging 12 months as of the April report, to be effective July 1st. The City shall solely determine if a fee change will be approved. In no event, shall a fee adjustment exceed 5% in any one year and all fee adjustments are subject to the City Budget approval.

SUBMITTED BY
FIRM/CONTRACTOR: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX C

CITY OF LAGUNA HILLS GENERAL SPECIFICATIONS FOR STREET MAINTENANCE SERVICES

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Contract Documents for the above stated project. The general items of work to be done hereunder consist of all street maintenance services as defined in Appendices A through H, inclusive, incorporated herein.

LOCATION OF WORK

The general location and limits of the work are on various streets throughout the City.

TIME COMPLETION

The Contractor shall complete all work in every detail in accordance with Task Orders issued for the particular work.

PAYMENT

Refer to Street Maintenance Services Agreement.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the Work Area Traffic Control Handbook (WATCH) and/or California Department of Transportation Traffic Manual and provide a traffic control plan. No full street closures or parking prohibition shall be made in this project without the prior approval of the City Engineer. The travel lanes of the streets to be closed each day shall be submitted as a two-week advance schedule for the approval of the Engineer. Residents along the affected streets are to be able to park within reasonable walking distance of their homes. The following requirements shall also apply: (1) business access shall be maintained at all times; (2) no lane closure on arterial streets from 6:00 a.m. to 9:00 a.m. or 4:00 p.m. to 7:00 p.m.; (3) only one lane shall be closed at a time; and (4) no cold planing or AC overlay work on the day before or the scheduled day of trash services.

The Contractor shall utilize a California Registered Engineer to prepare Traffic Control Plans to City's satisfaction, as required, including all required detour plans, advance notices, and road closures.

UTILITY REQUIREMENTS

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

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

AT&T	1265 N. Van Buren St. #180	Anaheim, CA 92807	Vic Perez	714/666-5696
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
San Diego Gas & Electric	662 Camino de los Mares	San Clemente, CA 92673	Patti Good	949/361-8047
Moulton Niguel Water District	27500 S. La Paz	Laguna Niguel, CA 92607	Ray McDowell	949/425-2814
El Toro Water District	24251 Los Alisos Boulevard	Lake Forest, CA 92630	Brian Miller	949/837-7050
The Gas Company	1919 S. State College Boulevard, SC 8320	Anaheim, CA 92806	J Garcia	714/634-3056
Cox Communications	29947 Ave de las Banderas	Rancho Santa Margarita, CA 92668	Glen Albios	949/546-2814

In addition, Contractor shall notify the following entities on a continuing basis on the project schedule and impacts to access.

OCTA (Bus Operations)	550 S. Main Street	Orange, CA 92613-1584	Bill Batory	714/560-5912
CR&R (Waste Hauler)	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	A. Quinonez	949/728-0446 Ext.1232
Saddleback Unified School District	25631 Diseno Drive	Mission Viejo, CA 92691	Jeff Starr	949/580-3335

The California Public Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680 at least 2 working days prior to the start of construction.

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

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface, or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk. The Contractor, at all times, shall comply with the State General Construction Permit, the NPDES permit issued by the Santa Ana Regional Water Quality Control Board and the NPDES permit issued by the San Diego Regional Water Quality Control Board. The Contractor, if required by Agency, shall prepare a Storm Water Pollution Prevention Plan and shall use Best Management Practices to minimize adverse water quality impacts from the project before initiating construction.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

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The Contractor shall conform all operations to be in compliance with NPDES and shall utilize Best Management Practices for control of all pollutants.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the most recent edition (2012) of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(310) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Street Maintenance Services Agreement (Appendix I), General Specifications, Special Provisions, and other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the Standard Specifications (May 2006) of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

State of California - Department of Transportation
Central Publication Distribution Unit
6002 Folsom Boulevard
Sacramento, California 95819

References in the Special Provisions to Standard Plans shall mean those specific standard plans as selected by the Engineer from the Standard Plans of the City of Laguna Hills, and where applicable, the APWA Standard Plans for Public Works Construction, latest Edition, the OC Public Works Standard Plans, 2013 Edition, and State Department of Transportation, 2010 Edition.

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Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

**CITY OF LAGUNA HILLS
SPECIAL PROVISIONS FOR
STREET MAINTENANCE SERVICES**

PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS. [Add the following]:

Agency/City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

2-9 SURVEYING.

2-9.2 Survey Service. [Replace the first two paragraphs with the following]:

The Contractor shall, as may be required, retain the services of a State of California licensed surveyor and shall provide the initial construction staking for the construction to include one set of rough grade stakes, one set of finish grade stakes, and as otherwise required by the Inspector.

The Contractor shall be responsible for the finished work's conforming to the lines, grades, and benchmarks given by the Engineer. The contractor shall establish supplementary benchmarks, elevations, lines, and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work.

The cost of surveying and/or construction staking and for replacement of stakes lost for any reason will be the responsibility of the Contractor.

SECTION 5 - UTILITIES

5-1 LOCATION. [Add the following paragraphs]:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities

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prior to commencing work. He agrees to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. [Add the following]:

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

7-7 COOPERATION AND COLLATERAL WORK. [Add the following]:

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City of Laguna Hills, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule his work and conduct his operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the Engineer in the event of a delay in scheduling caused solely by this concurrent work.

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control [Add the following]:

The Contractor shall keep adjacent properties clean and free of rubbish and debris on a daily basis as necessary and as directed by the Engineer.

7-8.8 Refuse, Recycling, and Litter. [Add the following subsection]:

The Contractor shall solely contract with CR&R for all Refuse Services. The Contractor shall place all recyclables into a recycled materials container and ship to

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a CR&R approved recycling plant. All green waste shall be sent to a CR&R approved compost facility. Contractor shall maintain records of recycled material volumes and weights for submission to Agency prior to final payment. Contractor shall, on a daily basis, collect and dispose of litter throughout the entire project limits. Payment for this work shall be included in various items of work and no additional compensation shall be allowed.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 Traffic and Access. [Add the following paragraph]:

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

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of 72 hours in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. The "Notices" will be furnished by the Contractor.

The existing bus stops shall remain in operation during the project. Contractor shall coordinate with OCTA on bus access and shall safeguard the public's use of these locations. Contractor shall maintain access to all driveways at all times, including, but not limited to, the placement of steel plates to span the construction site and provide access, and work with homeowner's to accommodate special access needs.

7-10.2 Storage of Equipment and Materials in Public Streets. [Replace with the following]:

Contractor is prohibited from storing equipment or materials within a public way, right-of-way, or street. The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case, the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work without compensation. Location of site to be approved by Agency.

The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of

such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-10.3 Street Closures, Detours, Barricades. [Add the following]:

It shall be the Contractor's responsibility to furnish a detailed detour signing, traffic control, and barricade plan for Agency approval. Detours shall be in accordance with CalTrans standards. The Contractor shall submit detailed drawings of any proposed detour(s) to the Engineer for approval prior to the commencement of work. All traffic control devices, flaggers, labor and materials shall be included. The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of two weeks prior to the start of construction. In addition to a Traffic Control Plan, a Detour Plan shall be prepared and implemented each day to include two (2) changeable message boards with four (4) lines of text to provide advance notice of the construction and the detour plan.

Payment for the above shall be deemed as included in the lump sum price bid for clearing and grubbing and no additional compensation shall be allowed.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each work day. Access to the Citywide bus stops for pedestrians and buses shall be maintained.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways.

Special emphasis shall be placed on use of "CONSTRUCTION ZONE AHEAD" (C18R) signs at the beginning, end and any access and/or intersection streets with roads under construction.

Portable delineators shall be placed as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet on tangents or 25 feet on curves except when used for lane closure.

When used for lane closures, the fluorescent traffic cones or portable delineators shall be placed at intervals not to exceed the following:

Tapers.....	25 Feet
Edge of Closed Lane	
Tangents.....	100 Feet
Curves.....	50 Feet

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

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

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

The Contractor shall also be required to post "Temporary No Parking" signs 48 hours prior to start of work. The notification to property owners mentioned in Section 7-10.1 and "Temporary No Parking" signs will be furnished by the Contractor.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Orange County Sheriff's Department at (949) 707-2645
2. Schools and School Bus Organizations – SVUSD (949) 586-1234
3. CR&R Waste Disposal at (949) 728-0446
4. OCTA stops and zones (714) 560-5912
5. City Engineer
6. Sunset Property Services Street Sweeping at (949) 551-5151

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the plans and the Engineer. Signs which need not be maintained during construction or permanently relocated shall be salvaged to the Agency. Traffic lane lines shall be restored with reflective tabs at the end of each day and repainted each seven (7) days. Contractor shall coordinate with the County of Orange, Public Works Striping Crew, for the placement of permanent striping in a timely manner.

Full compensation for conforming to this article shall be considered as included in the lump sum per bid for clearing and grubbing and no additional compensation will be allowed therefore.

7-10.4 Safety

7-10.4.1 Safety Orders [Add the following paragraph]:

The Contractor shall comply with the provisions of any Agency ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

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

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for construction safety and for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to as Class I, Class II or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for,

III) That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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PART II - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.1 General. [Add the following]:

Unless otherwise indicated by the Special Provisions, Alternate Rock Material – Type “S” is specified. Part 4, Section 400, of the Standard Specifications for Public Works Construction will be used, as modified by OCPR&RD Standard Plan 1804.

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. [Delete the subsection and add the following]:

Aggregate Base Material shall be class 2 as specified in Caltrans Standard Specifications.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class and Alternate Class. [Add the following]:

The class of concrete shall be 520-C-2500 with a maximum slump of four (4) inches for all sidewalks, driveways, curbs and gutters. The class of concrete shall be 560-C-3250 or as specified by the Structural Engineer for all foundations. The concrete for the cross-gutters shall be designed for early high strength.

201-1.1.3 Concrete Specified by Special Exposure. [Add the following]:

Test for Portland Cement Concrete

1. All material shall comply with Orange County Standards, American Concrete Institute (Act 1) and Uniform Building Code.
2. Product Data:
 - a) Submit complete materials list of items proposed for the work. Identify materials source.
 - b) Submit admixture, curing compound, retarder, and accessory item product data.
 - c) Submit material certificates for aggregates, reinforcing, and joint fillers.
3. Submit concrete delivery tickets. Show the following:

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- a) Batch number
 - b) Mix by class or sack content with maximum size aggregate
 - c) Admixture
 - d) Air content
 - e) Slump
 - f) Time of loading
4. Submit concrete test reports.
 5. Provide field quality control testing and inspection during concrete operations.
 6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.
 7. Testing:
 - a) Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
 - b) Provide air indicator test and air meter tests for all air entrained concrete.
 - i) Perform air indicator test with a "Chase" AE 35 or equal air indicator, and air meter test in accordance with ASTM C231 or 173. Test first load of concrete delivered each day.
 - ii) Furnish copies of field records and test reports as listed for strength tests.
 - c) Strength Testing:
 - i) Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ASTM C31.
 - ii) Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.
 - iii) Furnish copies of field records and test reports as follows:
2 copies to City's representative

1 copy to Contractor

1 copy to Ready Mix supplier

- d) Record the exact location of the concrete in the work represented by each set of cylinders and show on test reports.
- e) Provide an insulated moist box for protection of the test cylinders until shipped to the laboratory.

201-1.2 Materials

201-1.2.1 Portland Cement. [Replace the first sentence of the first paragraph]:

All cement to be used or finished shall be Type V.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.2 Premolded Joint Filler. [Replace with the following]:

The Contractor shall use ¼" bituminous type expansion joint filler only.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds.

Contractor shall use TYPE II "Hunts" clear curing compound, unless otherwise specified by the Engineer.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. [Add the following to the end of the subsection]:

Asphalt concrete shall conform to the provisions of Subsection 400-1, "Rock Products," and Subsection 400-4, "Asphalt Concrete," as modified by OCPF&RD Standard Plan 1805, and herein.

Note that the asphalt concrete paving shall be a III-C2-PG 64-10 mix for the asphalt concrete overlay placement and a III-B2-PG 64-10 mix for all asphalt concrete placement below the finish surface course. Submit mix designs for approval.

SECTION 207 – PIPE

207-17 PVC PLASTIC PIPE

207-17.1 General [Add the following]

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Subdrain pipe shall be 4" nominal with perforations on the bottom of the pipe and covered with a filter fabric sleeve. Contractor shall provide a submittal for approval of this material.

SECTION 210 - PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6

210-1.6.1 General. [Replace the following]:

The paint for traffic striping and marking shall be as follows:

- I. Rapid Dry Water-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-42L-30.
- II. Rapid Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-12F0-05.
- III. Fast Dry Solvent-Borne Traffic Line Paint; White, Yellow and Black; California Material Specification 8010-51K-04.

The paint for concrete curbs and asphalt curb shall be the following, or an approved equal:

- I. J.E. Bauer Company #2133 A-9 Red.
- II. J.E. Bauer Company #2134 A-9 Green.
- III. J.E. Bauer Company #1864 A-9 Blue.
- IV. J.E. Bauer Company #1653 A-9 Yellow.

Thinner shall not be mixed with paint. Paint shall dry "tack-free" within thirty (30) minutes. Paint used for pavement legends shall be a compound of paint and glass beads.

210-1.6.5 Reflective Material. [Replace the first sentence of the second paragraph with the following]:

Glass beads for traffic paint shall conform to State Material Specification 751-80-34.

SECTION 211 - MATERIAL TESTS

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211-1 COMPACTION TESTS**211-1.1 Laboratory Maximum Density. [Replace with the following]:**

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D 1557.

211-1.2 Field Density. [Add the following paragraph]:

Field density tests will be made by the Engineer during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense. The Contractor's compensation may be reduced for asphalt concrete compaction not in conformance with these specifications in accordance with the CalTrans Compaction Reduction Procedure.

SECTION 215 – TRUNCATED DOME PANELS [Add new Section]**215-1.0 General.**

Truncated Dome Panels shall comply with the design promulgated by the United States Access Board, or better, and shall be Armor-Tile cast-in-place panels in transit blue color. Submit manufacturer's material product data sheet.

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PART III - CONSTRUCTION METHODS

300-1 CLEARING AND GRUBBING

300-1.3.2 Requirements. [Add the following]:

(d) Miscellaneous

In addition to the work outlined in subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item:

- (1) Mobilization/demobilization including multiple occurrences of mobilization/demobilization.
- (2) Clearing, removal, and disposal of debris generated from the work.
- (3) Hand removal and disposal of all vegetation, trees, tree roots, trash and other objectionable material from the affected portion of the project and areas adjoining thereto on a daily basis.
- (4) Protection of existing plant materials and fencing.
- (5) Sediment and erosion control and implementation of Water Quality Best Management Practices.
- (6) Protection and maintenance of existing improvements, including but not limited to fencing, storm drains, parking lot, sidewalks, utilities, and traffic controls within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (7) Maintain dust control at all times. Developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.
- (8) Daily clean up of work site. Daily litter removal. Daily street sweeping. Recycling of waste materials and provisions for refuse containers.
- (9) Maintenance of traffic control and all signs, barricades and flashers necessary to maintain proper control.
- (10) Notices to property owners, coordination with others, coordination with utility companies, and coordination with County of Orange Public Works Striping Crew.
- (11) Traffic control including preparation of a Traffic Control Plan.
- (12) Other items of work as directed in these Special Provisions.

300-2 UNCLASSIFIED EXCAVATION

300-2.2 Unsuitable Material [Add Subsection 300-1.3.2(a). "Bituminous Pavement" as Subsection 3090-2.2.3 and amend as follows]:

The areas and quantities shown on the plans are given only for the Contractor's aid in planning the work and/or preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedence over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer. Spilled or loose blocks of pavement and pavement cracks wider than 3/8 inch will be deemed justification for extending or adding to the removal and replacement of asphalt or Portland cement concrete pavement.

The areas indicated for removal and replacement shall be excavated to the full depth of the proposed pavement section. Where directed by the Engineer, additional aggregate base and/or native soil shall be removed to correct a subsurface problem.

300-2.6 Surplus Material. [Add the following]:

All surplus material shall be disposed of in a legal manner at the expense of the Contractor.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. [Add the following paragraph after the first paragraph]:

Existing or new subgrade shall be compacted to 95% relative compaction in the top 12" of subgrade. Compaction requirements shall be as specified in Subsection 211-2.3 of the Standard Specifications.

SECTION 302 – ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT

302-1.12 Measurement and Payment. [Replace 302-1.11 and 302-1.12 with the following].

Bituminous Pavement/PCC Cold Planing shall include edge grinding of 0" to 1" for a 6' wide grind, end of street grinding of 1" depth for a 15' wide transverse grind and bump grinding.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. [Replace the last paragraph with the following]:

Asphalt Concrete shall conform to the requirements of Subsection 203-6.1 as modified by these Special Provisions, and OC Public Works Standard Plan 1805. Bituminous pavement removals shall conform to the provisions of Subsection 300.2.2 as modified as follows:

The AC pavement to be removed shall be sawcut to full depth and in case of concrete (PCC) to a minimum depth of 100-mm (4") to provide a neat and straight pavement break. The joint between the existing pavement and the new pavement shall be sealed.

Only areas that can be repaved to finish grade in one work day shall be excavated in the same one work day. AC pavement shall be placed on the same day as the related excavation or cold planing. All travel lanes shall be reopened at the end of the work day. AC shall be placed in two (2) inch lifts and compacted to 95% relative compaction.

At the conclusion of each work day, the newly paved areas shall be smooth, flush with finish grade and suitable for traffic. The Contractor shall place temporary reflective tabs to restore all lane lines affected by the new paving.

302-5.4 Tack Coat.

Tack coat material shall be Grade SS-1h emulsified asphalt.

302-5.5 Distribution and Spreading. [Delete the subsection and add the following]:

Spreading and compacting of the AC shall comply with Section 39-6 of Caltrans Standard Specifications. A layer of prime coat to be applied between all bonded and unbonded layers. A layer of tack coat shall be applied to all vertical cut faces and between subsequent AC lifts.

302-5.5 Distribution and Spreading. [Delete the sixth paragraph and add the following]:

The depositing, distributing, and spreading of the asphalt concrete shall be accomplished in a single, continuous operation by means of a self-propelled mechanical spreading and finishing machine designed specifically for that purpose. The machine shall be equipped with a screen or strike-off assembly capable of being accurately regulated and adjusted to distribute a layer of the material to a definite predetermined thickness. The machine shall be equipped with automatic screen controls. The automatic screen controls require a reference system for the automatic system to follow. This reference can be the base on which the asphalt concrete is being placed, the lane next to the material being placed, or a string line. The automatic screen control can also follow a traveling reference system. A

traveling reference system may be a ski attached to a control arm, which notes changes in base contours and adjusts the screen automatically to compensate. A string line or traveling reference system shall be used to allow the automatic control to adjust screen height as necessary to maintain proper longitudinal (length-wise) grade of the pavement. To maintain proper transverse (width-wise) grade, the automatic screen control shall use a pendulum system attached to a beam running between the two screen pull arms. When paving is of a size or in a location that use of a self-propelled machine is impractical, the Engineer may waive the self-propelled requirement.

At those locations where new asphalt concrete pavement overlay joins existing asphalt pavement, the Contractor shall rake out all aggregate 3/8-inch or larger and feather the new paving to form a smooth transition to join the existing pavement.

Spillage resulting from hauling operation along or across any publicly travel way shall be removed immediately by the Contractor at its expense.

302-5.5.1 Miscellaneous Asphalt Concrete Placement. [Add the following section].

This item shall consist of all preparatory work (including all handwork) necessary to place miscellaneous asphalt concrete. It shall include the following:

- (1) Fine grading to the tolerances set forth in Subsection 301-1.4 of the Standard Specifications.
- (2) Applying soil sterilant in accordance with Subsection 301-6 as modified by these Special Provisions.
- (3) Providing headers (if shown on plans) in accordance with Subsection 302-5.5 of the Standard Specifications.

302-5.8 Manholes (and Other Structures). [Add the following]:

302-5.8.1 Adjustment of Manholes. [Add the following subsection].

Adjustments to grade of manholes and vault shall conform to the provisions of the Moulton Niguel Water District, as appropriate.

The method of adjusting existing manholes and vault in areas of new construction or reconstruction shall be as follows:

- 1) Manhole and vault locations shall be marked prior to pavement operations.
- 2) Manhole frames and covers and manhole shafts shall be removed to a depth of six inches below subgrade and covered with an adequate steel cover.
- 3) Upon completion of roadway construction, circular holes shall be cut where the manhole and vault exists.

- 4) The manholes and vault shall then be raised to the proper grade, the manhole frames and covers replaced, and the pavement shall be replaced with an asphalt concrete structural section equivalent to that existing in adjacent areas.

If the manhole cover is unstable or noisy under traffic, said conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic type washer or asphaltic compounds, as approved by the Engineer, on the cover seat.

The Contractor will exercise care so that surface materials such as rocks, dirt and debris do not enter sewer lines.

302-5.8.2 Adjustment of Water Valve Covers/Gas Valves/Survey Covers. [Add the following subsection].

Existing valve covers shall be adjusted to grade by the Contractor, to the satisfaction of the Moulton Niguel Water District.

Water valves shall be protected in a place and shall be accessible at all times during construction.

Valve covers shall be marked as to their location by the Contractor prior to the placement of the pavement. The Contractor shall remove and replace the valve box. Valve covers shall be adjusted to new pavement grade after paving operation.

302-11 Bituminous Pavement Crack Sealing. [Add new section]:

302-11.1 General.

Bituminous Pavement Crack Sealing consists of furnishing all labor, equipment, and materials and performing all operations in connection with bituminous pavement crack sealing. Crack sealing shall be performed upon all streets scheduled for A.C. pavement repair and surfacing without further designation.

302-11.2 Cleaning.

All pavement cracks greater than or equal to 1/8" width shall be routed by mechanical means and cleaned by air blowing. All debris resulting therefrom shall immediately be removed by mechanical means and disposed of in a legal landfill or pavement recycling facility.

302-11.3 Material.

The crack sealing material shall be an asphalt cement, aromatic rubber extender oil, and a minimum of 20% powdered rubber by weight combined in such manner as to produce a material with the following properties:

1. **WORKABILITY**

The material shall pour readily and penetrate large cracks at temperatures below 400° Fahrenheit.

2. CURING

The product shall contain no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tacking by traffic.

3. LABORATORY EVALUATION

When a sample of the product has been heated at 350° Fahrenheit for two hours, it shall pass the following tests:

Softening Point (R&B) 135° F Min. (ASTM D312)

Flexibility A 1/8" thick specimen of the product conditioned to 10° F shall be capable of being bent to a 90° angle over 1" mandrel without cracking.

The sealer shall be forced into the crack by use of a squeegee. The sealer shall be flush with the existing pavement surface prior to the application of the AC overlay or slurry seal.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. [Add the following paragraph]:

Construction of Portland Cement Concrete curb and gutter, rolled curb, cross gutter, sidewalk, driveway approach, driveways, tree wells, mow curb, and access ramps shall be constructed in accordance with the Contract Documents as modified herein and shall include the removal and replacement of 12" wide by 12" deep by "length of work of PCC" of deep lift AC paving.

Sawcutting, excavation, grading, preparation of subgrade and installation of crushed aggregate base if necessary for the construction of these items shall be included in each corresponding bid item and no additional compensation will be made therefore.

All cement products shall be Type V.

Curing compound shall be Type I conforming to the provisions in Section 201-4, "Concrete Curing Compound," of the Specifications. Contractor shall exercise

caution in using such curing compounds so as to avoid spraying any cars which may be parked adjacent to the work site.

The compensation for the removal of existing sidewalk, curb and gutter, local depression, ramps, driveway approach, driveway, cross-gutter, including removal of tree roots, protection of irrigation, and repair of irrigation damaged by the contractor including sawcutting to construct sidewalk, curb and gutter, curb, driveway approach, driveway, cross-gutter and access ramp with blue truncated dome panels by Armor-Tile, and removal, protection, and reinstallation of bus bench and trash receptacle, if any, shall be included in each corresponding bid item, and no additional compensation shall be allowed.

Contractor shall match existing curb face height and gutter width.

The Contractor shall schedule his operations so that P.C.C. work shall be constructed within forty-eight (48) hours subsequent to removals at any given locations.

As soon as the concrete will allow, strip the forms and trowel smooth the curb face and top. Tool the edges of expansion joints with an approved 1/8 edging tool.

After curing, AC deeplift shall be placed per pave-out detail. Completed curb and gutter, curb, sidewalk, cross-gutter, and driveways shall be protected from damage until accepted.

Concrete curbs, walks, gutters and driveways shall conform to the Standard Specifications as modified by OCPF&RD Standard Plan 1803 and herein.

Prior to acceptance of the curb and gutter constructed by the Contractor, a flow test shall be conducted by the Contractor in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303-5.7 of the Standard Specifications.

At select locations of sidewalk removals and replacements, existing drain outlets shall be modified to incorporate a drain grate cover depicted in "Appendix D." The cost for the addition of the drain grate cover shall be included in the unit cost for removal and replacement of sidewalk.

Access ramps shall be constructed in accordance with Caltrans Standard Plan RSP A88A or equivalent, monolithic pour of curb and gutter and ramp, including a back-of-walk retaining curb as directed and as needed, and including cast in place blue truncated dome panels by Armor-Tile.

303-5.2 Forms.

303-5.2.1 Standard Forms. [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.

2. Install, align and level forms, stake and brace forms in place. Maintain following grade and alignment tolerances.

a) Top of Form: Maximum 1/8" in 10'-0".

b) Vertical Face: Maximum 1/4" in 10'-0".

3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

303-5.4 Joints.

303-5.4.1 General. [Add to the first paragraph]:

The surface sidewalks shall be marked into rectangles of not less than 12 square feet nor more than 20 square feet with a scoring tool which will leave the edges rounded or scored to match the adjoining sidewalk.

A monolithic pour of sidewalk and curb and gutter shall not be permitted except at the access ramp locations.

303-5.4.2 Expansion Joints. [Modify second paragraph as follows]:

The expansion joints consisting of premolded Expansion Joint Filler (Bituminous Fiber Type) 1/4-inch thick, shall be installed on all curb, gutter, and sidewalk as specified below:

1. At beginnings and ends of all curb and sidewalk returns.
2. Adjacent to walls and buildings at locations where sidewalk is constructed over the full width between the curb and walls.
3. As an alternate to weakened plane joints.
4. At a maximum of twenty (20) feet spacing in the curb and gutter.
5. At any other location where required by the Engineer.

Provide expansion joints using premolded joint filler at concrete work abutting curbs, walks, and other fixed objects.

1. Locate expansion joints as indicated. When not indicated, provide joints at maximum 10'-0" on center for curbs and walks. Align joints in abutting curbs and walks.

2. Install joint fillers full-width and depth of joint. Recess top edge below finished where joint sealants are indicated.

3. Install joint fillers full-width and depth of joint. Provide top edge flush with adjacent finished surface.
4. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.
5. Where intersecting joints occur, joint top edge and continue any spliced joints without deviation of form line or direction.
6. Protect the top edge of the joint filler during concrete placement.

303-7.1 General

The work done under this section is the removal of tree roots under the existing sidewalk, and curb and gutter to be replaced. All excavation, backfill and other earthwork incidental to performance of the work shall conform to the requirements of "Earthwork" Section 300.

303-7.1 Root Pruning.

Sidewalk areas which are to be repaired due to tree roots.

1. Cut tree roots along both side of sidewalk, and behind existing sidewalk to a minimum of 20-inches deep.
2. Tree roots will not be cut up to the base of the trunk.
3. All tree root cutting will be approved by the City's representative.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.

All cuts shall be backfilled whether immediately upon completion of root pruning or upon completion of sidewalk and curb and gutter repairs and root barrier installation provided that adequate warning devices are placed and maintained at each location. Backfill material shall consist of dirt, Crushed Aggregate Base or crushed miscellaneous base.

The Contractor shall repair or replace sprinkler system and all utility service connections within the right-of-way which are damaged or removed as a result of the root pruning operation. Repairs shall be initiated immediately and completed by the end of each working day. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension, and will be done at Contractor's expense.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**306-1 – OPEN TRENCH OPERATIONS****306-1.2 Installation of Pipe****306-1.2.1.1 General [Modify as follows]:**

Bedding material shall be crushed aggregate $\frac{3}{4}$ " sieve. Compaction shall be by mechanical means. Jetting is prohibited. Bedding shall be compacted to 95% relative compaction. Installation of the subdrains shall include all trenching, sawcutting, pipe, bedding material, compaction, clean-outs, coring into catch basins, collars, junctions, and final AC trench paving.

APPENDIX D

CITY OF LAGUNA HILLS LISTING OF ARTERIAL HIGHWAYS/OTHER MONDAY MORNING INSPECTION LOCATIONS

<u>Street</u>	<u>Limits</u>	<u>(East-West Oriented Streets)</u>
Alicia Parkway	- East City Limits (I-5) to West City Limits (West of Ramona Street)	
El Toro Road	- East City Limits (I-5) to West City Limits (Paseo de Valencia)	
Lake Forest Drive	- East City Limits (I-5) to West City Limits (West of Santa Vittoria Dr)	
La Paz Road	- East City Limits (I-5) to West City Limits (West of Moulton Pkwy)	
Laguna Hills Drive	- Paseo de Valencia to Moulton Parkway	
Los Alisos Blvd	- East City Limits (I-5) to Paseo de Valencia	
Nellie Gail Road	- Moulton Parkway to Cabot Road	
Oso Parkway	- East City Limits (Railroad) to West City Limits (West of Moulton Pkwy)	
Ridge Route Drive	- Avenida de la Carlota to Santa Vittoria Drive	
San Remo Drive	- Santa Maria Avenue to Santa Vittoria Drive	
Santa Maria Ave	- Via Vista to East of Santa Vittoria Drive	
Santa Vittoria Drive	- Santa Maria Avenue to Lake Forest Drive	

<u>Street</u>	<u>Limits</u>	<u>(North-South Oriented Streets)</u>
Aliso Hills Drive	- Alicia Parkway to La Paz Road	
Ave de la Carlota	- Lake Forest Drive to Los Alisos Boulevard	
Cabot Road	- North of Rapid Falls Road to South City Limit (South of Park Entrance)	
Cabot Road	- South of Oso Parkway to La Paz Road	
Hidden Trail Road	- Nellie Gail Road to Greenfield Drive	
Mill Creek Drive	- Lake Forest Drive to Ridge Route Drive	
Moulton Parkway	- North City Limit (Lake Forest Drive) to Santa Maria Avenue	
Moulton Parkway	- North of Glenwood to South City Limit (I-73)	
Paseo de Valencia	- Avenida de la Carlota to Cabot Road	

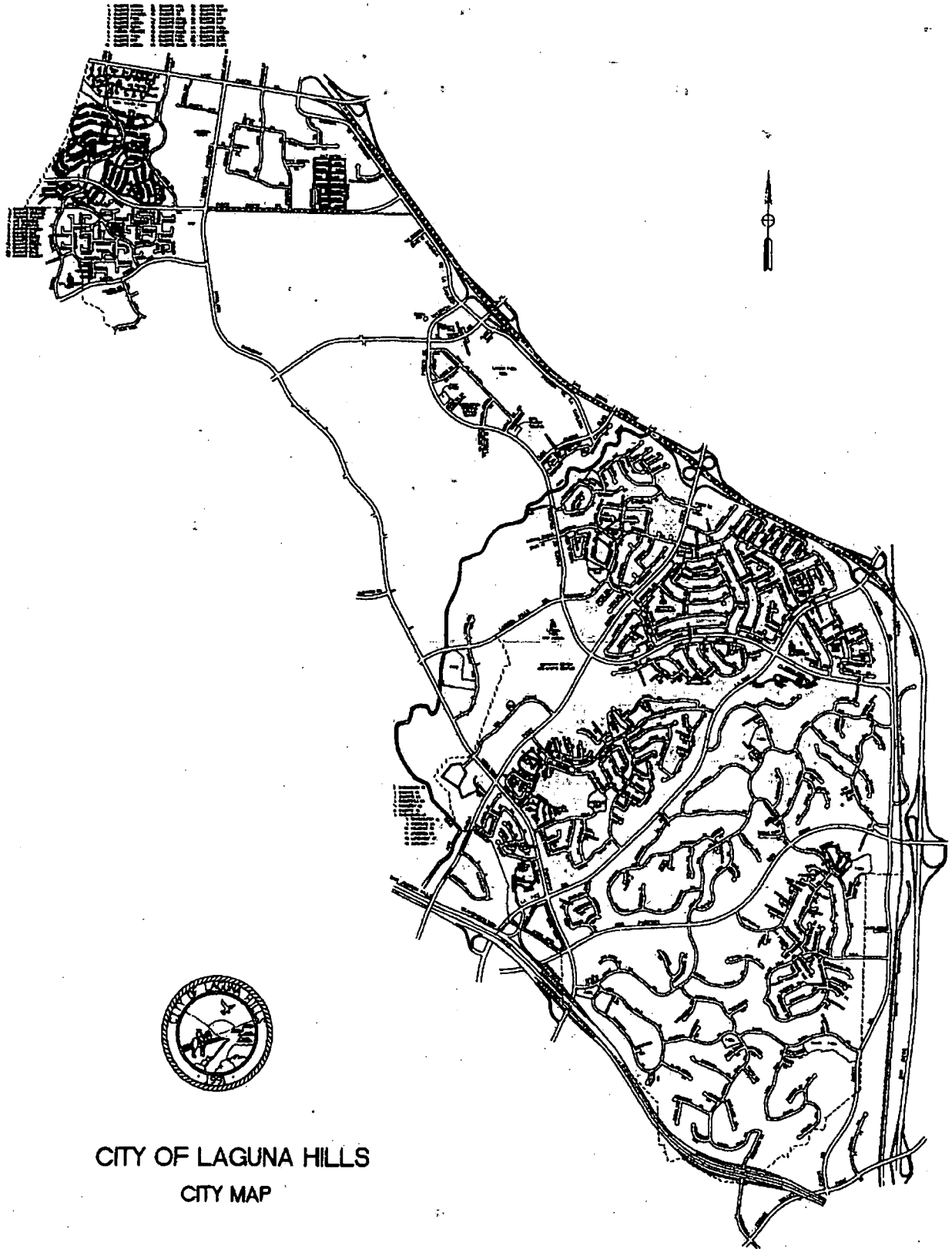
Drain Inlet Location

25416 Empty Saddle Lane

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length(mi)</u>	<u>Lanes</u>	<u>Speed Limit</u>
ALICIA PKWY	CL .24M S/MOULTON PK	MOULTON PKWY	0.24	6	45
ALICIA PKWY	MOULTON PKWY	CL@I-5	1.72	6	45
AVE DE LA CARLOTA	LOS ALISOS BLVD	EL TORO RD	0.74	4	40
AVE DE LA CARLOTA	EL TORO RD	PASEO DE VALENCIA	0.12	4	40
AVE DE LA CARLOTA	PASEO DE VALENCIA	LAKE FOREST DR	1.29	4	45
CABOT RD	CL .2M S/RAPID FALLS	RAPID FALLS RD	0.2	4	45
CABOT RD	CL.18M S/OSO PKWY	OSO PKWY	0.18	4	45
CABOT RD	OSO PKWY	NELLIE GAIL RD	0.5	4	45
CABOT RD	NELLIE GAIL RD	LA PAZ RD	0.7	4	45
EL TORO RD	PASEO DE VALENCIA	I-5	0.27	6	35
LA PAZ RD	CL .08W/MERIENDA	PASEO DE VALENCIA	1.62	4	45
LA PAZ RD	PASEO DE VALENCIA	CABOT RD	0.52	4	45
LA PAZ RD	CABOT RD	I-5	0.08	4	45
LAGUNA HILLS DR	MOULTON PKWY	PASEO DE VALENCIA	0.73	4	45
LAKE FOREST DR	CL .08M W/SANTA VITTORIA	MOULTON PKWY	0.65	6	45
LAKE FOREST DR	MOULTON PKWY	CL@I-5	0.5	6	35
LOS ALISOS BLVD	PASEO DE VALENCIA	AVE DE LA CARLOTA	0.27	6	40
LOS ALISOS BLVD	AVE DE LA CARLOTA	CL @I-5	0.2	6	40
MILL CREEK DR	RIDGE RTE DR	LAKE FOREST DR	0.7	2	30
MOULTON PKWY	0.17 N/LAKE FOREST DR	SANTA MARIA AVE	0.82	6	45
MOULTON PKWY	ALICIA PKWY	CL@SR 73	1.55	6	45
MOULTON PKWY	.13 N/GLENWOOD DR	ALICIA PKWY	0.97	6	45
NELLIE GAIL RD	MOULTON PKWY	CABOT RD	0.2	2	0
OSO PKWY	CL.05M W/MOULTON PKY	CL .1M E/CABOT RD	1.85	6	50
PASEO DE VALENCIA	CABOT RD	LA PAZ RD	0.59	4	45
PASEO DE VALENCIA	LAGUNA HILLS DR	LOS ALISOS BLVD	0.66	5	40
PASEO DE VALENCIA	EL TORO RD	AVE DE CARLOTTA	0.25	4	40
PASEO DE VALENCIA	LA PAZ RD	ALICIA PKWY	0.89	4	45
PASEO DE VALENCIA	ALICIA PKWY	LAGUNA HILLS DR	0.3	6	45
PASEO DE VALENCIA	LOS ALISOS BLVD	EL TORO RD	0.85	6	40
RIDGE ROUTE DR	SANTA VITTORIA	MOULTON PKWY	0.08	4	45
RIDGE ROUTE DR	MOULTON PKWY	AVE DE CARLOTTA	0.93	4	45
SANTA MARIA AVE	.1M E/ SANTA VITTORIA	CL@VIA VISTA	0.2	4	45
SANTA VITTORIA DR	RIDGE RTE DR	LAKE FOREST DR	0.64	2	30
LOCAL URBAN GROUP	LAGUNA HILLS		60.08	2	0

TOTAL CENTERLINE MILES:

82.09



CITY OF LAGUNA HILLS
CITY MAP

APPENDIX E

CITY OF LAGUNA HILLS

SIGN INVENTORY SUMMARY

Sign Description	Designation	Size	Count	Notes
STREET NAME SIGN	CS 1	STAND	1,091	CITY SPECIAL
LAGUNA MALL PARK & RIDE W/ARROW	CS 10	STAND	3	CITY SPECIAL
NO TRESPASSING WRITTEN PERMISSION OF CITY REQUIRED FOR ENTRY	CS 100	STAND	1	CITY SPECIAL
SYMBOL HANDICAP PARKING ONLY	CS 101	STAND	22	CITY SPECIAL
STRICT ENFORCEMENT CAR RADAR SYMBOL	CS 102	STAND	1	CITY SPECIAL
BUMP AHEAD	CS 103	STAND	2	CITY SPECIAL
ADVANCE INTRSCN-RT APRCH+LT	CS 104	STAND	2	CITY SPECIAL
SHEEP HILLS PARK ACCESS W ARROW	CS 105	STAND	1	CITY SPECIAL
1000 FT AHEAD	CS 109	STAND	1	CITY SPECIAL
NO PARKING IN AREAS MARKED AS FIRE LANE	CS 11	STAND	3	CITY SPECIAL
WARNING COYOTES AND OTHER ANIMALS ARE IN THE AREA	CS 114	STAND	1	CITY SPECIAL
SIDEWALK ENDS 425 FT	CS 118	STAND	1	CITY SPECIAL
TRAIL NARROWS	CS 12	STAND	43	CITY SPECIAL
LANE ENDS MERGE LEFT	CS 120	STAND	1	CITY SPECIAL
TREE CITY USA	CS 125	STAND	5	CITY SPECIAL
FOR ACCESS CALL # CITY OF LAGUNA HILLS	CS 126	12X18	3	CITY SPECIAL
NO DUMPING LHMC 5-32.060	CS 13	STAND	20	CITY SPECIAL
WAYFINDING - OVERSIZED SIGNS	CS 134	STAND	52	CITY SPECIAL
TRESPASS, LOITERING PROHIBITED BY LAW	CS 14	STAND	13	CITY SPECIAL
LT-LT-TH-RT	CS 145	30X48	1	CITY SPECIAL
CABOT RD RT TURN	CS 146	24X30	1	CITY SPECIAL
LEFT LANE TURNS LEFT AHEAD	CS 147	36X36	1	CITY SPECIAL
TH TH RT RT	CS 15	STAND	2	CITY SPECIAL
END BIKE LANE / BEGIN BIKE TRAIL	CS 16	STAND	1	CITY SPECIAL
BUS EXEMPT	CS 17	STAND	16	CITY SPECIAL
TH TH TH TH+RT	CS 18	STAND	2	CITY SPECIAL
LT TH TH TH TH+RT	CS 19	STAND	1	CITY SPECIAL
LOCAL ACCESS ONLY	CS 20	STAND	2	CITY SPECIAL
NEIGHBORHOOD WATCH W/SYMBOL	CS 21	STAND	133	CITY SPECIAL
BIKE SYMBOL (BROWN SIGN)	CS 22	STAND	1	CITY SPECIAL
AUTHORIZED VEHICLES (BROWN)	CS 23	STAND	1	CITY SPECIAL
STRICT ENFORCEMENT BIKE RADAR SYMBOL	CS 24	STAND	8	CITY SPECIAL
STRICT ENFORCEMENT AREA	CS 25	STAND	9	CITY SPECIAL
8AM TO 9AM / 2PM TO 3PM	CS 26	24X18	2	CITY SPECIAL
TH TH RT RT	CS 27	STAND	2	CITY SPECIAL
LEFT ARROW BTWN ISLANDS SYMBOL	CS 29	24X30	2	CITY SPECIAL
LT LT LT RT	CS 30	STAND	1	CITY SPECIAL
WATCH THRU TRAFFIC	CS 31	STAND	3	CITY SPECIAL

APPENDIX E **CITY OF LAGUNA HILLS** **SIGN INVENTORY SUMMARY**

LT TH RT	CS 32	STAND	9	CITY SPECIAL
NO PKNG-COMMERCIAL VEH OVER 5 TONS	CS 33	STAND	12	CITY SPECIAL
ADVANCE INTRSCN-CROSS +RT APPROACH	CS 34	STAND	2	CITY SPECIAL
LT+RT RT I-S ADVANCE LANE NOTICE	CS 35	STAND	1	CITY SPECIAL
ADVANCE INTRSCN-LT APRCH +RT APRCH	CS 36	30X30	3	CITY SPECIAL
LT RT RT	CS 37	STAND	1	CITY SPECIAL
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT L.H.M.C.11-24.090	CS 38	18X24	48	CITY SPECIAL
NO STOPPING ANYTIME ENTIRE BLOCK	CS 39	18X24	253	CITY SPECIAL
PARKING PROHIBITED TIME/SIZE	CS 4	STAND	39	CITY SPECIAL
NO PARKING ANYTIME ENTIRE BLOCK	CS 40	18X24	191	CITY SPECIAL
LOADING ZONE & UNLOADING ZONE	CS 41	STAND	7	CITY SPECIAL
AUTO POST	CS 42	STAND	51	CITY SPECIAL
CABOT PARK REGULATIONS	CS 43	STAND	4	CITY SPECIAL
NO MOTOR VEHICLES INCLUDING MOTOR	CS 44	STAND	21	CITY SPECIAL
U TURNS OK	CS 45	STAND	4	CITY SPECIAL
END PLATE RED ON WHITE 12X6	CS 46	STAND	11	CITY SPECIAL
BEGIN PLATE RED ON WHITE 12X6	CS 47	STAND	11	CITY SPECIAL
NO PARKING IN RED ZONE FIRE LANE TOW- AWAY OR CITATION	CS 48	STAND	11	CITY SPECIAL
WATCH FOR PEDESTRIANS	CS 49	STAND	1	CITY SPECIAL
LAGUNA HILLS MALL W/ARROW	CS 5	STAND	6	CITY SPECIAL
STOCKPORT PARK NO SKATEBOARDING CABOT PARK	CS 50	STAND	1	CITY SPECIAL
DO NOT USE WHEN FLOODED	CS 51	STAND	5	CITY SPECIAL
DRUG FREE ZONE	CS 52	STAND	2	CITY SPECIAL
SCHOOL CLUSTER SPEED LIMIT 25	CS 54	24X48	34	CITY SPECIAL
NO PARKING IN RED ZONE FIRE LANE	CS 56	STAND	10	CITY SPECIAL
FIRE LANE NO PARKING TOW AWAY ZONE	CS 57	STAND	14	CITY SPECIAL
PASSENGER LOADING ZONE	CS 58	STAND	1	CITY SPECIAL
RIGHT 2 LANES MUST TURN RIGHT	CS 59	STAND	3	CITY SPECIAL
BUS LOADING ZONE	CS 6	STAND	1	CITY SPECIAL
BIKES USE SIDEWALK 300 FT.	CS 60	12X18	1	CITY SPECIAL
BIKES USE SIDEWALK (ARROW)	CS 61	12X18	1	CITY SPECIAL
FIRE STATION	CS 62	STAND	2	CITY SPECIAL
FIRE TRUCK SYMBOL	CS 63	STAND	3	CITY SPECIAL
6:30 AM 9:30AM	CS 66	STAND	1	CITY SPECIAL
20 MINUTE PARKING ZONE LT ARROW	CS 68	STAND	1	CITY SPECIAL
20 MINUTE PARKING ZONE RT ARROW	CS 69	STAND	1	CITY SPECIAL
WATCH FOR MAINTENANCE VEHICLES	CS 7	STAND	3	CITY SPECIAL
CUL-DE-SAC AHEAD	CS 70	STAND	1	CITY SPECIAL

APPENDIX E **CITY OF LAGUNA HILLS** **SIGN INVENTORY SUMMARY**

NO THROUGH TRAFFIC	CS 71	STAND	1	CITY SPECIAL
RADAR ENFORCED	CS 74	STAND	3	CITY SPECIAL
NO PARKING WEDNESDAY STREET SWEEPING DAY W/ TIME	CS 75	STAND	9	CITY SPECIAL
1 HOUR LOAD+UNLOAD W/LT ARROW	CS 76	STAND	1	CITY SPECIAL
1 HOUR LOAD=UNLOAD W/RT ARROW	CS 77	STAND	1	CITY SPECIAL
NOTICE NO PARKING IN AREAS MARKED AS FIRE LANE	CS 79	STAND	0	CITY SPECIAL
BIKE EQUEST PED TRAIL -REGULATIONS	CS 8	STAND	2	CITY SPECIAL
NO PARKING FIRE LANE	CS 80	STAND	9	CITY SPECIAL
WATCH DOWNHILL SPEED	CS 82	STAND	2	CITY SPECIAL
COMMUNITY CENTER DR REGULATIONS	CS 83	STAND	2	CITY SPECIAL
TRAIL MAYBE SLIPPERY WHEN WET	CS 84	STAND	2	CITY SPECIAL
NO PARKING TUESDAY THIS TRACT 8-12PM STREET SWEEPING DAYS	CS 85	STAND	2	CITY SPECIAL
CAUTION VERTICAL CLEARANCE HEIGHT LIMIT 15'3"	CS 87	STAND	1	CITY SPECIAL
15' 3" BRIDGE HEIGHT WITH ARROWS	CS 88	STAND	1	CITY SPECIAL
DISTANCE PLATE 1500 FEET AHEAD	CS 89	STAND	1	CITY SPECIAL
LEFT OR U TURN ON LEFT ARROW ONLY	CS 9	STAND	1	CITY SPECIAL
CAUTION TRAIL MAYBE SLIPPERY WHEN WET	CS 90	STAND	0	CITY SPECIAL
NO PARKING THURS THIS TRACT 8-12 PM ON STREET SWEEPING DAY W/ TIME	CS 93	18X24	4	CITY SPECIAL
NO PARKING MONDAY THIS TRACT 8-12P MON STREET SWEEPING DAY W/ TIME	CS 94	18X24	6	CITY SPECIAL
NO PARKING TUESDAY THIS TRACT 8-12PM ON SWEEPING DAY W/TIME	CS 95	18X24	1	CITY SPECIAL
DISTANCE PLATE 225 FEET AHEAD	CS 97	STAND	1	CITY SPECIAL
SIDEWALK ENDS 200 FEET AHEAD	CS 98	STAND	1	CITY SPECIAL
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT TEMPORARY RES 2003-28-3	CS 99	STAND	3	CITY SPECIAL
S 18 COUNTY ROUTE MARKER	CS 116	STAND	1	GUIDE
S 19 COUNTY ROUTE MARKER	CS 117	STAND	1	GUIDE
BIKE SYMBOL BIKE ROUTE (GREEN)	D 11-1	24x18	30	GUIDE
STREET NAME SIGN (ADVANCE NOTICE)	D 3	STAND	44	GUIDE
PARKING SIGN W/ARROW	D 4-1	STAND	0	GUIDE
HOSPITAL SYMBOL	D 9-2	STAND	7	GUIDE
I-5 NORTH BOUND ON RAMP	G 20-1	LARGE	4	GUIDE
LANE DESTINATION	G 21-1	STAND	1	GUIDE
HOSPITAL SYMBOL W/MESSAGE	G 66-16	STAND	6	GUIDE
FREEWAY INT. 2 LANE CROSS STREET	G 77-1	STAND	1	GUIDE

APPENDIX E

CITY OF LAGUNA HILLS

SIGN INVENTORY SUMMARY

TOLL ROAD 73	G 78-1	STAND	5	GUIDE
DESTINATION & STREET NAME W/ARROW	G 8-1	STAND	3	GUIDE
FREEWAY DIRECTIONAL SIGN W/ARROW	G 85-1	STAND	8	GUIDE
PARK & RIDE	G 95A	STAND	1	GUIDE
INTERSTATE HIGHWAY SIGN	M 1-1	STAND	15	GUIDE
COUNTY ROUTE MARKER	M 1-6	STAND	3	GUIDE
NORTH	M 3-1	STAND	2	GUIDE
SOUTH	M 3-3	STAND	11	GUIDE
BEGIN	M 4-11	STAND	3	GUIDE
DIRECTIONAL ARROW ALISO VIEJO	M 4-5	STAND	1	GUIDE
END	M 4-6	STAND	1	GUIDE
DIRECTIONAL ARROW LEFT AND RIGHT	M 6-1	STAND	6	GUIDE
DIRECTIONAL ARROW DIAGONAL RIGHT-UP	M 6-2	STAND	7	GUIDE
DIRECTIONAL ARROW UP	M 6-3	STAND	2	GUIDE
DIRECTIONAL ARROW LEFT OR RIGHT	M 6-4	STAND	3	GUIDE
CAMPGROUND SYMBOL	RM-010	STAND	1	GUIDE
RT, RT ARROWS	CS 106	30X30	2	REGULATORY
TH TH TH RT	CS 110	STAND	2	REGULATORY
TH TH TH TH+RT	CS 111	STAND	2	REGULATORY
MOTORIZED VEHICLES PROHIBITED ON TRAIL LHMC 8-07.160	CS 113	12X18	4	REGULATORY
KEEP CLEAR DO NOT BLOCK FIRE STATION	CS 115	STAND	1	REGULATORY
NO PARKING 8AM TO 12 PM TUESDAY STREET SWEEPING	CS 119	18X24	4	REGULATORY
NO PARKING EXCEPT BY PERMIT L. H. RES NO. 2007-04-10-3	CS 122	18X24	6	REGULATORY
NO PARKING WEDNESDAY THIS TRACT 12PM- 4PM ON SWEEPING DAY	CS 127	18X24	4	REGULATORY
LT-RT-RT	CS 128	30X48	2	REGULATORY
NO PARKING EXCEPT BY PERMIT L.H.M.C.11- 24.090	CS 129	18X24	3	REGULATORY
WHEN CHILDREN ARE PRESENT	CS 131	12X24	1	REGULATORY
SCHOOL	CS 132	12X24	1	REGULATORY
FIRE LANE NO PARKING NEXT TO ISLAND L.H.M.C. 5-16.010	CS 133	12X18	32	REGULATORY
NO PARKING ENTIRE BLOCK EXCEPT BY PERMIT RES 2005-07-12-2 NO PARKING 10PM 6AM	CS 135	12X18	3	REGULATORY
NO PARKING THIS TRACT 8 AM TO 12 PM FRIDAYS STREET SWEEPING	CS 136	12X18	32	REGULATORY
NO PARKING FIRE LANE CABOT PARK 12X18	CS 137	12X18	2	REGULATORY
PENAL CODE 290	CS 139	24X24	15	REGULATORY
TH-TH	CS 140	48X42	2	REGULATORY
LT-LT-TH-TH	CS 141	48X64	1	REGULATORY

APPENDIX E **CITY OF LAGUNA HILLS** **SIGN INVENTORY SUMMARY**

LT+RT RT-RT	CS 142	42X48	2	REGULATORY
LT-LT-LT-TH-TH	CS 144	42X78	1	REGULATORY
NO TURN ON RED	R 10-11	LARGE	7	REGULATORY
TURNING TRAFFIC MUST YIELD TO PEDESTRIANS	R 10-15	24X30	1	REGULATORY
TURNING TRAFFIC MUST YIELD TO PEDESTRIANS	R 10-51	STAND	1	REGULATORY
DO NOT BLOCK INTERSECTION	R 10-7	STAND	7	REGULATORY
STOP SIGN	R 1-1	30X30	289	REGULATORY
ONE WAY - DO NOT ENTER	R 11C	STAND	1	REGULATORY
3 WAY	R 1-3	6X12	11	REGULATORY
NO RIGHT TURN ON RED	R 13A	STAND	4	REGULATORY
ALL-WAY	R 1-4	STAND	7	REGULATORY
NO RIGHT TURN	R 16B	STAND	6	REGULATORY
NO LEFT TURN	R 17B	STAND	12	REGULATORY
RIGHT LANE MUST EXIT	R 18A	STAND	1	REGULATORY
SPEED LIMIT 15 MPH	R 2(15)	STAND	2	REGULATORY
SPEED LIMIT 25 MPH	R 2(25)	24X30	189	REGULATORY
SPEED LIMIT 30 MPH	R 2(30)	24X30	46	REGULATORY
SPEED LIMIT 35 MPH	R 2(35)	24X30	28	REGULATORY
SPEED LIMIT 40 MPH	R 2(40)	24X30	35	REGULATORY
SPEED LIMIT 45 MPH	R 2(45)	24X30	88	REGULATORY
SPEED LIMIT 50 MPH	R 2(50)	24X30	6	REGULATORY
SPEED LIMIT 55 MPH	R 2(55)	24X30	2	REGULATORY
OVER 5 TONS	R 20D-1(5)	STAND	2	REGULATORY
SPEED LIMIT 50 MPH	R 2-1	STAND	15	REGULATORY
3S ZONE AHEAD	R 2-4(35)	STAND	1	REGULATORY
REDUCED SPEED AHEAD	R 2-5	36X48	4	REGULATORY
NO PARKING ANYTIME	R 26	12X18	239	REGULATORY
NO STOPPING ANYTIME	R 26(S)	12X18	273	REGULATORY
NO PARKING ANYTIME/ARROW	R 26A	12X18	2	REGULATORY
NO STOPPING ANYTIME	R 26A(S)	LARGE	15	REGULATORY
NO PARKING EXPT BY PERMIT	R 26B	STAND	6	REGULATORY
NO PARKING HERE TO CORNER W/LEFT ARROW	R 26CL	12X18	8	REGULATORY
NO PARKING HERE TO CORNER W/RIGHT ARROW	R 26CR	12X18	5	REGULATORY
SUPP.PLAKE-SPEC.TIME/LOC.	R 26E	STAND	14	REGULATORY
NO STOPPING FIRE LANE	R 26F	12X18	4	REGULATORY
NO STOPPING ANYTIME-ARROW LEFT	R 28(S)LT	12X18	60	REGULATORY
NO STOPPING ANYTIME-ARROW RIGHT	R 28(S)RT	12X18	52	REGULATORY
NO PARKING ANYTIME-ARROW LEFT	R 28-LT	12X18	78	REGULATORY
NO PARKING ANYTIME-ARROW RIGHT	R 28-RT	12X18	114	REGULATORY

APPENDIX E **CITY OF LAGUNA HILLS** **SIGN INVENTORY SUMMARY**

NO PARKING W/TIMES	R 30	12X18	21	REGULATORY
BEGIN PLATE	R 30A	12X6	4	REGULATORY
NO PARKING W/TIMES+ARROW	R 30A(LT)	12X18	5	REGULATORY
NO PARKING W/TIMES + ARROW	R 30A(RT)	12X18	5	REGULATORY
NO RIGHT TURN SYMBOL	R 3-1	STAND	3	REGULATORY
NO STOPPING W/TIMES-PARK DURATION	R 31(S)	STAND	0	REGULATORY
NO LEFT TURN/NO U-TURN SYMBOL	R 3-18	STAND	34	REGULATORY
NO LEFT TURN SYMBOL	R 3-2	24X24	32	REGULATORY
NO U-TURN SYMBOL	R 3-4	STAND	63	REGULATORY
NO U-TURN	R 34A	STAND	2	REGULATORY
DIRECTNL ARROW R T-ONLY	R 3-5	STAND	1	REGULATORY
COMMERCIAL VEHICLES PROHIBITED OVER 5 TONS	R 36	24X24	5	REGULATORY
ARROWS THRU-RT	R 3-6	STAND	1	REGULATORY
TOW-AWAY NO STOP/PARK W/TIMES	R 37	12X18	1	REGULATORY
RIGHT LANE MUST TURN RIGHT	R 3-7	30X30	94	REGULATORY
RIGHT TURN ONLY	R 3-RS	30X30	92	REGULATORY
DO NOT PASS	R 4-1	STAND	2	REGULATORY
KEEP RIGHT SYMBOL	R 4-7	24X30	221	REGULATORY
NO DUMPING ALLOWED	R 47A	STAND	1	REGULATORY
UNLAWFUL TO LITTER ON HWY	R 47SP	STAND	0	REGULATORY
SPEED ENFORCED BY RADAR	R 48	30X30	32	REGULATORY
KEEP LEFT SYMBOL	R 4-8	STAND	1	REGULATORY
RADAR ENFORCED	R 48-1	STAND	5	REGULATORY
NO PEDESTRIAN CROSSING	R 49	STAND	37	REGULATORY
DO NOT ENTER	R 5-1	STAND	15	REGULATORY
PEDESTRIANS PROHIBITED	R 5-10C	STAND	1	REGULATORY
WRONG WAY	R 5-1A	STAND	3	REGULATORY
NO TRUCKS SIGN SYMBOL	R 5-2	STAND	2	REGULATORY
RIGHT TURN ONLY	R 59-2	STAND	1	REGULATORY
THRU+RT	R 60A	STAND	1	REGULATORY
ARROWS (LT+RT)	R 60B	STAND	1	REGULATORY
ONE WAY (ARROW SHAPED)	R 6-1	18X24	158	REGULATORY
ARROWS (LT + RT)	R 61-0	STAND	1	REGULATORY
ARROWS (LT+TH TH+RT)	R 61(2)A	STAND	1	REGULATORY
ARROWS (LT LT+RT RT)	R 61(3)A	STAND	1	REGULATORY
ARROWS (LT TH RT)	R 61(3)B	STAND	1	REGULATORY
ARROWS LT:LT:TH:RT	R 61(4)E	STAND	3	REGULATORY
ARROWS (LT LT+TH NO U TURN)	R 61-1.1	STAND	2	REGULATORY
ARROWS (LT+RT RT)	R 61-11	STAND	2	REGULATORY
ARROWS (LT RT)	R 61-19	STAND	8	REGULATORY
ARROWS (LT LT+RT RT)	R 61-26	STAND	3	REGULATORY

APPENDIX E **CITY OF LAGUNA HILLS** **SIGN INVENTORY SUMMARY**

ARROWS TH+RT RT	R 61-3	STAND	2	REGULATORY
ARROWS LT+TH+RT RT	R 61-30	STAND	1	REGULATORY
ARROWS LT LT+TH RT	R 61-4	30X48	4	REGULATORY
ARROWS LT+LT+LT+RT	R 61-5	STAND	5	REGULATORY
ARROWS LT+TH RT	R 61-7	STAND	2	REGULATORY
ONE WAY W/ARROW	R 6-2	18X24	65	REGULATORY
DO NOT BLOCK INTERSECTION	R 63A	STAND	4	REGULATORY
TRUCKS OK W/ARROW	R 70	STAND	2	REGULATORY
WHEN CHILDREN ARE PRESENT	R 72	LARGE	12	REGULATORY
ARROW LEFT/U-TURN	R 73-2	STAND	7	REGULATORY
LEFT TURN U TURN	R 73-2 A LT+LTURN 30X30	STAND	1	REGULATORY
ARROW LEFT - NO U TURN	R 73-3	STAND	21	REGULATORY
ARROW LEFT/THRU - NO U TURN	R 73-4	STAND	1	REGULATORY
ARROW LEFT/U TURN ARROW LEFT	R 73-5	STAND	32	REGULATORY
ARROW LEFT - ARROW LEFT NO U TURN	R 73-6	STAND	17	REGULATORY
KEEP RIGHT	R 7A	STAND	1	REGULATORY
BIKE SYMBOL - BIKE LANE	R 81	8X12	106	REGULATORY
BEGIN	R 81A	STAND	22	REGULATORY
END	R 81B	STAND	19	REGULATORY
NO PEDESTRIANS SYMBOL	R 9-3A	24X24	154	REGULATORY
USE CROSSWALK ARROW RIGHT	R 9-3B	STAND	2	REGULATORY
NO PED XING	R 96	24X42	20	REGULATORY
USE CROSSWALK ARROW LEFT	R 96B-LT	STAND	1	REGULATORY
USE CROSSWALK W/RIGHT ARROW	R 96BR	STAND	1	REGULATORY
PEDESTRIANS PROHIBITED	R 96C	STAND	3	REGULATORY
14' 10" BRIDGE HEIGHT W/ARROWS	CS 108	STAND	2	WARNING
1000 FT AHEAD	CS 109	STAND	1	WARNING
GUIDE POST	CS 112	STAND	1	WARNING
WARNING COYOTES AND OTHER WILD ANIMALS ARE IN THE AREA	CS 114	STAND	2	WARNING
SIDE WALK ENDS 425 FEET AHEAD	CS 118	STAND	1	WARNING
HORSE XING SIGN (LETTERS)	CS 121	STAND	0	WARNING
EQUESTRIAN XING	CS 123	STAND	6	WARNING
AUTO POST WHITE	CS 130	STAND	6	WARNING
STRICT ENFORCEMENT SYMBOL BIKE 30X30	CS 138	STAND	4	WARNING
OBJECT MARKER YELLOW	OM 1-3	STAND	9	WARNING
ADVANCE SCHOOL SYMBOL	S 1-1	STAND	23	WARNING
SCHOOL BUS STOP XXX FT.	S 3-1	48X48	1	WARNING
SCHOOL	S 4-3	LARGE	20	WARNING
WATCH DOWNHILL SPEED	SW4-1	30X30	15	WARNING
PADDLE MARKER	TYPE A	STAND	8	WARNING

APPENDIX E **CITY OF LAGUNA HILLS** **SIGN INVENTORY SUMMARY**

OBJECT MARKER	TYPE K	UNKWN	52	WARNING
OBJECT MARKER	TYPE L	STAND	68	WARNING
OBJECT MARKER RED	TYPE N-2	STAND	23	WARNING
OBJECT MARKER YELLOW	TYPE N-3	STAND	66	WARNING
OBJECT MARKER YELLOW 9 REFLECTORS	TYPE N-4	STAND	1	WARNING
OBJECT MARKER RED 9 REFLECTORS RED	TYPE N-5	STAND	7	WARNING
OBJECT MARKER YELLOW	TYPE-N	STAND	319	WARNING
WATCH OPP. TRAFFIC	W 100C	STAND	1	WARNING
TURN LEFT ARROW	W 1-1	STAND	16	WARNING
BICYCLE SYMBOL	W 11-1	STAND	6	WARNING
PEDESTRIAN SYMBOL	W 11-2	STAND	1	WARNING
EQUESTRIAN SYMBOL	W 11-7	30x30	103	WARNING
EQUESTRIAN TRAIL	W 11-7P	STAND	2	WARNING
RIGHT LANE DROP SYMBOL	W 11R	36X36	3	WARNING
LEFT CURVE ARROW	W 1-2	STAND	5	WARNING
VERTICAL CLEARANCE 14'10"	W 12-2P	STAND	2	WARNING
SPECIAL CURVE ARROW W/ADVIS. SPEED	W 1-2A	STAND	3	WARNING
35 MPH ADVISORY SPEED	W 13-1	STAND	2	WARNING
REVERSE CURVE	W 1-4	STAND	1	WARNING
NO OUTLET	W 14-2	30X30	9	WARNING
ARROW LT OR RT —>	W 1-6	STAND	1	WARNING
SHARE THE ROAD	W 16-1P	STAND	1	WARNING
DOWN ARROW	W 16-7P	STAND	5	WARNING
AHEAD	W 16-9P	STAND	14	WARNING
STOP AHEAD	W 17	STAND	0	WARNING
ARROW LT+RT <--->	W 1-7	18X36	83	WARNING
CHEVRON	W 1-8	24x30	21	WARNING
+ INTERSECTION	W 2-1	STAND	2	WARNING
T INTERSECTION APPROACH (RIGHT OR LEFT)	W 2-2	30X30	65	WARNING
T INTERSECTION	W 2-4	STAND	15	WARNING
DIVIDED ROAD	W 25B	STAND	2	WARNING
DIVIDED HIGHWAY ENDS	W 26B	STAND	1	WARNING
END	W 31	STAND	2	WARNING
STOP AHEAD SYMBOL	W 3-1	STAND	54	WARNING
ROAD ENDS 300 FEET	W 31A	STAND	3	WARNING
ROAD ENDS 500 FEET	W 31B(500)	36X36	2	WARNING
SIGNAL AHEAD SYMBOL	W 3-3	36X36	112	WARNING
SIGNAL AHEAD	W 3-3A	30X30	11	WARNING
SPEED REDUCTION	W 3-5 (40)	LARGE	2	WARNING
TURN RIGHT ARROW	W 3-RT	STAND	14	WARNING

APPENDIX E **CITY OF LAGUNA HILLS** **SIGN INVENTORY SUMMARY**

MERGING ARROW LEFT	W 4-1	STAND	1	WARNING
LEFT LANE DROP SYMBOL	W 4-2	STAND	6	WARNING
ADDED LANE SYMBOL	W 4-3	STAND	1	WARNING
RT TURN ARROW W/15 MPH ADVIS.SPEED	W 4-4R(15	STAND	1	WARNING
HORSE XING SIGN (LETTERS)	W 4SB	24X12	43	WARNING
MERGE RIGHT	W 4-6	30X30	1	WARNING
THRU TRAFFIC MERGE LEFT OR RIGHT	W 4-7	STAND	2	WARNING
NOT A THROUGH ST/ROAD	W 53	STAND	83	WARNING
PEDESTRIAN CROSSING SYMBOL	W 54	STAND	12	WARNING
PED XING	W 54B	STAND	2	WARNING
ARROW LT OR RT →→	W 57	STAND	30	WARNING
RIGHT CURVE ARROW	W 5-RT	STAND	4	WARNING
15 MPH ADVISORY SPEED	W 6(15)	STAND	23	WARNING
25 MPH ADVISORY SPEED	W 6(25)	STAND	4	WARNING
30 MPH ADVISORY SPEED	W 6(30)	STAND	2	WARNING
DIVIDED HIGHWAY ENDS SYMBOL	W 6-2	STAND	1	WARNING
TWO WAY TRAFFIC SYMBOL	W 6-3	STAND	1	WARNING
SCHOOL CROSSING SYMBOL	W 66	STAND	11	WARNING
SCHOOL XING	W 66A	STAND	12	WARNING
ARROW-ANGLED DOWN EQUESTRIAN	W 6-7P	21X15	48	WARNING
HILL SYMBOL	W 7-1	STAND	1	WARNING
RIGHT LANE TURNS RIGHT AHEAD	W 73A	30x30	1	WARNING
THROUGH TRAFFIC MERGE LEFT	W 74-LT	36X36	20	WARNING
LANE ENDS MERGE LEFT	W 75-LT	STAND	8	WARNING
LANE ENDS MERGE RIGHT	W 75-RT	STAND	3	WARNING
WATCH OUT FOR BIKE	W 79A	STAND	2	WARNING
XING	W 80	24X12	8	WARNING
DIP	W 8-2	STAND	1	WARNING
RIGHT LANE ENDS	W 9-1	36X36	1	WARNING

TOTAL SIGNS IN INVENTORY:

7107

APPENDIX F **CITY OF LAGUNA HILLS** **SUMMARY INVENTORY OF STRIPING, LEGENDS MARKINGS**

COLOR	CATEGORY	DESCRIPTION	RECORD COUNT	LENGTH (LF)
BLUE	CURB	CURB PAINT	1	
BLUE	STD PLAN 1416	CROSSWALK BLUE LADDER	1	
BLUE	SYMBOL	ACCESSIBLE PARKING SYMBOL	23	
RED	CURB RED	CURB PAINT	57	7,295
WHITE	ARROW	BIKE ARROW	108	
WHITE	ARROW	DROP ARROW TYPE VI	50	
WHITE	ARROW	LT TURN ARROW TYPE IV	476	
WHITE	ARROW	RT TURN ARROW TYPE IV	187	
WHITE	ARROWS	LEFT+THRU ARROWS TYPE VII	14	
WHITE	ARROWS	RT+THRU ARROWS TYPE VII	16	
WHITE	ARROWS	STRAIGHT ARROW TYPE I-2	24	
WHITE	CURB	CURB PAINT	3	200
WHITE	CURB	CURB PAINT	1	100
WHITE	DETAIL 22	NO PASSING ZONE TWO DIRECTION	9	2,777
WHITE	DETAIL 27	LEFT EDGE DOUBLE YELLOW	2	180
WHITE	DETAIL 27B	EDGE LINE WHITE	2	843
WHITE	DETAIL 29	MEDIAN ISLANDS	1	15
WHITE	DETAIL 37	LANE DROP	15	2,900
WHITE	DETAIL 38	CHANNELIZING LANE WHITE	38	8,773
WHITE	DETAIL 38B	TURN POCKET LINE	323	57,691
WHITE	DETAIL 38B/38C	CHANNELIZING LANE WHITE	2	165
WHITE	DETAIL 39	BIKE LANE LINE	131	87,847
WHITE	DETAIL 39A	BIKE LANE SKIP	118	24,680
WHITE	DETAIL 40	LANE LINE EXTENSIONS THRU INTERSECTIONS	57	5,710
WHITE	DETAIL 9	WHITE LANELINES SKIP	308	245,596
WHITE	LIMIT LINE	STOP LIMIT LINE	225	
WHITE	NUMERALS	15	2	
WHITE	NUMERALS	25	72	
WHITE	NUMERALS	25 OVERSIZED	8	
WHITE	NUMERALS	30	6	
WHITE	NUMERALS	40	2	
WHITE	RUMBLE STRIP	RUMBLE STRIP	10	
WHITE	SOLID	50' SOLID WHITE LANE LINE	526	29,455
WHITE	SOLID	50' SOLID YELLOW LANE LINE	2	208
WHITE	SOLID	PARKING "T"	14	
WHITE	STD PLAN 1416	CROSSWALK WHITE	149	
WHITE	SYMBOL	CHEVRON VARIABLE LENGTHS	202	
WHITE	WORDS	AHEAD	147	
WHITE	WORDS	BIKE	111	
WHITE	WORDS	BUMP	3	
WHITE	WORDS	CLEAR	21	
WHITE	WORDS	EL	1	
WHITE	WORDS	FWY	12	
WHITE	WORDS	HORSE	31	
WHITE	WORDS	KEEP	21	
WHITE	WORDS	LANE	108	
WHITE	WORDS	LEFT	2	
WHITE	WORDS	NB	2	
WHITE	WORDS	NO	1	
WHITE	WORDS	ONLY	22	
WHITE	WORDS	SB	3	
WHITE	WORDS	SCHOOL	4	
WHITE	WORDS	SIGNAL	100	

APPENDIX F

CITY OF LAGUNA HILLS

SUMMARY INVENTORY OF STRIPING, LEGENDS MARKINGS

WHITE	WORDS	SLOW	1	-
WHITE	WORDS	STOP	262	-
WHITE	WORDS	TORO	1	-
WHITE	WORDS	TURN	1	-
WHITE	WORDS	XING	32	-
WHITE	YIELD LINES	YIELD LINE	13	-
YELLOW	CURB YELLOW	RAISE CENTER MEDIAN CURB PAINTING	3	76
YELLOW	DETAIL 2	YELLOW SKIP CENTERLINES	17	5,457
YELLOW	DETAIL 22	NO PASSING ZONE TWO DIRECTION	165	53,797
YELLOW	DETAIL 22/23	DOUBLE YELLOW	63	7,355
YELLOW	DETAIL 23	TYPE AY	1	50
YELLOW	DETAIL 25	LEFT SINGLE YELLOW	1	70
YELLOW	DETAIL 27	LEFT EDGE DOUBLE YELLOW	35	5,970
YELLOW	DETAIL 29	MEDIAN ISLANDS	92	32,060
YELLOW	DETAIL 32	2 WAY LT TURN LANE	11	4,055
YELLOW	DETAIL 41	CENTER LINE YELLOW EXTENSIONS THRU INTERSECTIONS	1	100
YELLOW	DETAIL 6	YELLOW LANELINES	6	2,331
YELLOW	SOLID	50' SOLID WHITE LANE LINE	4	50
YELLOW	SOLID	50' SOLID YELLOW LANE LINE	29	1,625
YELLOW	SOLID	YELLOW	3	171
YELLOW	STD PLAN 1416	CROSSWALK YELLOW	32	-
YELLOW	STD PLAN 1416	CROSSWALK YELLOW LADDER	2	-
YELLOW	SYMBOL	CHEVRON VARIABLE LENGTHS	24	-
YELLOW	WORDS	AHEAD	2	-
YELLOW	WORDS	SCHOOL	19	-
YELLOW	WORDS	SLOW	10	-
YELLOW	WORDS	XING	9	-

SUMMARY:

NUMBER OF WHITE LEGENDS = ARROWS:	873	
NUMBER OF WHITE LEGENDS = WORDS:	884	
NUMBER OF WHITE LEGENDS = NUMERALS:	90	
LENGTH OF WHITE STRIPING IN LINEAR FEET:		466,840
NUMBER OF CURB PAINTING LOCATIONS = ALL COLORS:	66	
NUMBER OF WHITE CROSSWALK LOCATIONS:	149	
NUMBER OF ON-STREET PARKING T LOCATIONS:	14	
NUMBER OF HANDICAP SYMBOL BLUE LOCATIONS:	23	
NUMBER OF WHITE STOP LIMIT LINES OR YIELD LINE LOCATIONS:	238	
NUMBER OF WHITE CHEVRON LOCATIONS:	202	
NUMBER OF RUMBLE STRIP LOCATIONS:	10	
NUMBER OF YELLOW LEGENDS = WORDS:	40	
NUMBER OF YELLOW CROSSWALK LOCATIONS:	34	
NUMBER OF YELLOW CHEVRON LOCATIONS:	24	
LENGTH OF YELLOW STRIPING IN LINEAR FEET:		113,167

APPENDIX G

CITY OF LAGUNA HILLS PRE-WINTER MAINTENANCE SAND BAGS/V-DITCHES/CHANNELS

LOCATION	TYPE	CHECKED
Alameda 200 feet N/O La Paz west side	inlet	
Alicia Pkwy @ P. D. Valencia behind Ralph's Market	grate inlet	
Alicia Pkwy 400 feet E/O Via Lomas south side	v-ditches	
Cabot Park 100 feet W/O entrance south side	drain inlet	
Cabot Rd. 900 feet N/O P. D. V. @ R x R tracks	outlet & inlet	
Cabot Rd. slope S/O Oso Pkwy W/S	v-ditches	
Canada Channel (F-23) Mill Creek Dr. down stream to concrete slurry	check for debris	
Empty Saddle 25412 behind home	inlet	
JO1 Laguna Hills Dr D/S to Moulton Pkwy	open channel	
JO5 Paseo de Valencia downstream to Moulton Pkwy	outlets	
La Paz Rd 300 feet E/O Charlton N/S	Inlet	
Largo Dr 24792 behind home	inlet	
Largo Dr 24852 next to home E/S	inlet	
Lost Colt 27212 behind home and along trail	two inlets	
Marin Court 24996 behind home	inlet	
Mill Creek Rd. 270 ft N/O Ridge Route	inlet	
Mill Creek Rd. 800 ft S/O Lake Forest	F 23 bridge	
Nellie Gail Rd. 25851 behind home, access across from Mackenzie St. off of Paseo de Valencia, use equestrian trail	inlet	
Oso Pkwy @ Moulton Pkwy S/E corner	inlet	
Oso Pkwy 40 feet E/O Nottingham	inlet	
Oso Pkwy 40 feet W/O Nottingham	inlet	
Oso Pkwy 260 feet W/O Cabot Rd South side	inlet	
Oso Pkwy 490 feet W/O Cabot Rd. N/S of bike trail	inlet	
Oso Pkwy 1325 feet W/O Cabot Rd. North side of bike trail has modified grate	inlet	
Oso Pkwy 2100 feet W/O Cabot Rd. North side of bike trail @ signal pole	inlet	
Paseo de Valencia @ JO1 bridge	underpass	
Rich Springs 25901 behind home ask home owner James/Gloria Cahill for access thru side yard 949-309-9284	inlet	
Via Lomas behind lot #7	inlet	

APPENDIX G

CITY OF LAGUNA HILLS STORM PATROL V-DITCHES/DRAIN INLETS

BEFORE STARTING LIST; DRIVE ARTERIALS CHECKING DEBRIS GRATES INLETS

ID#	Location	Type	M. P.
1	Cabot Road 25352 1700 feet South of La Paz Road East side at the Rail Road tracks	inlet @ Rail Road tracks	922-A3
2	Oso Pkwy 1300 feet (.25 mile) West of Cabot Road North side of trail	inlet	922-A4
3	Oso Pkwy 2100 feet (.40) mile West of Cabot Road North side of trail (adjacent to signal ahead flashing lights)	inlet	922-A4
4	Oso Pkwy 1100 feet (.20) mile West of Bridlewood North side of trail (remove debris as needed)	inlet	921-J5
5	Empty Saddle 25412 check drain outlet and inlets haul away debris in inlet; open drain pipe for drainage	inlet-outlet	921-J6
6	Lost Colt 27212 behind home use horse trail for access (along trail and back lot)	inlets (2)	921-H6
7	Moulton Pkwy 135 feet south of Nellie Gail road use horse trail	bird cage Inlet	921-H6
8	Nottingham 100 feet south of Oso Pkwy West side	inlets	921-J5
9	La Paz Road 300 feet East of Charlton North side at under-crossing	inlet	921-H5
10	Alameda Av. 200 feet North of La Paz Road	36 inch inlet	921-H4
11	Paseo de Valencia behind Ralph's Market Southwest corner	inlet grate	921-G3
12	Largo Drive 24792 behind home access use slope behind Ralph's Market	18 and 36 inch inlets	921-H3
13	Largo Drive 24852 next to home East side of home	inlet	921-H3
14	Marin Ct. 24996 behind home use El Conejo Park for access	inlet	921-H3
15	Aliso Hills Channel (JO5) 60 feet down stream of Via Lomas next to the bike trail	inlet grate under-crossing	921-G3
16	Via Lomas behind lot # 7 back behind of slope	inlet	921-G3
17	Alicia Pkwy 425 feet East of Via Lomas South side	36 inch inlet	921-G3
18	Mendocino Ct. 24771 (follow a/c trail 250 feet behind home) DA1 lock	inlets (3)	921-H3
19	Rich Springs 25901 behind home use horse trail from Oso Pkwy or ask homeowner for access (Marlene Sandler)	inlet	922-A4
20	Maverick 27472 behind home, use horse trail for access	inlet	921-H7
21	Maverick 27472 behind home, 600 feet South	inlet	921-H7
22	Westridge 27101 behind home use trail	drain inlets	921-H6
23	Paseo de Valencia at Alisos Creek (JO1) check for debris blocking inlet	under-crossing	921-G1
24	Ridge Route Drive 600 feet West of Avenida de la Carlota South side	inlet	891-E6
25	Mill Creek Road 900 feet South of Lake Forest Drive	debris on bridge support	891-C5
26	Santa Vittoria at Canada Channel (F 23) 900 feet south of Lake Forest Dr.	debris on bridge support	891-C5

APPENDIX H

CITY OF LAGUNA HILLS

DRAIN/INLET CLEANING INVENTORY

LINE ITEM NO.	MAP PAGE	GRID	CATCH BASIN ID NUMBER	STREET NAME	CROSS STREET	S I D E
1	891	B6	19	Santa Vittoria 40' S/O	Lake Forest Dr	W/S
2	891	C6	23	Santa Vittoria 20' N/O	Ridge Route	E/S
3	891	B6	34	Santa Vittoria 60' N/O	Ridge Route	E/S
4	891	C5	18	Lake Forest Dr. 150' E/O	Santa Vittoria	S/S
5	891	C5	16	Lake Forest Dr. 400' W/O	Mill Creek	S/S
6	891	C5	17	Lake Forest Dr. 670' E/O	Santa Vittoria	S/S
7	891	C5	42	Mill Creek S/O 1000'	Lake Forest Dr	W/S
8	891	C5	45	Mill Creek 1000' S/O	Lake Forest Dr	E/S
9	891	C5	44	Mill Creek 200' N/O	Ridge Route	E/S
10	891	C5	43	Mill Creek 200' N/O	Ridge Route	W/S
11	891	C5		Santa Vittoria 10' N/O	Bassano	W/S
12	891	C5	37	Santa Vittoria 10' N/O	Bassano	E/S
13	891	C5		Santa Vittoria 150' N/O	Camino Jalisco	W/S
14	891	C5	35	Santa Vittoria 30' N/O	Camino Jalisco	E/S
16	891	C5		Santa Vittoria 65' N/O	Camino Jalisco	W/S
16	891	C5	21	Santa Vittoria N/O 130'	Camino Jalisco	E/S
17	891	C6	84	Adamo 300' W/O	Sorensina	E/S
18	891	C6	86	Ancona 300' E/O	Terviso	N/S
19	891	C6	87	Ancona 300' E/O	Terviso	S/S
20	891	C6	85	Formello 200' E/O	Modina	E/S
21	891	C6	89	Genova 150' E/O	Palermo	E/S
22	891	C6	88	Genova 150' E/O	Palermo	WS
23	891	C6	82	Marsala 500' N/O	Teramo	E/S
24	891	C6	38	Santa Vittoria 100' S/O	Ridge Route	W/S
25	891	C6	40	Santa Victoria 20' N/O	Lake Forest Dr	E/S
26	891	C6	27	Santa Vittoria 20' S/O	Lake Forest Dr	E/S
27	891	C6	39	Santa Vittoria 20' S/O	Ridge Route	W/S
28	891	C6	20	Santa Vittoria 25' S/O	Lake Forest Dr	W/S
29	891	C6	28	Santa Vittoria 30' S/O	Ridge Route	E/S
30	891	C6	41	Santa Vittoria 75' S/O	Lake Forest Dr	E/S
31	891	C6		Santa Vittoria S/O 75'	Ridge Route	W/S
32	891	C7	32	Barbera 20'	Santa Vittoria	WS
33	891	C7	31	Barbera 20' E/O	Santa Vittoria	E/S

Attachment: 2014 Street Maintenance Services Agreement - CAA (1808 : Amendment No. 1 to Street Maintenance Services Agr)

APPENDIX H

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

34	891	C7		Santa Maria 200' E/O	Santa Vittoria	N/S
35	891	C7		Santa Maria 200' E/O	Santa Vittoria	S/S
36	891	C7	30	Santa Vittoria 120' S/O	Barbera	E/S
37	891	C7	29	Santa Vittoria 120' S/O	Barbera	W/S
38	891	D5		Del Lago 25' S/O	La Cadena	E/S
39	891	D5		Del Lago 150' S/O	Lake Forest Dr	E/S
40	891	D5		Del Lago 150' S/O	Lake Forest Dr	W/S
41	891	D5	53	Del Lago 200' N/O	La Cadena	E/S
42	891	D5	52	Del Lago 25' S/O	La Cadena	W/S
43	891	D5	55	La Cadena 20' E/O	Del Lago	N/S
44	891	D5	54	La Cadena 20' E/O	Del Lago	S/S
45	891	D5	11	Lake Forest 100' W/O	Del Lago	W/S
46	891	D5	15	Lake Forest Dr. 10' E/O	Mill Creek	S/S
47	891	D5	13	Lake Forest Dr. 10' E/O	Triton Wy.	S/S
48	891	D5	10	Lake Forest Dr. 100' W/O	Del Lago	S/S
49	891	D5	14	Lake Forest Dr. 170' W/O	Triton Wy	S/S
50	891	D5	46	Moulton Pkwy 30' N/O	Granite	W/S
51	891	D5	48	Moulton Pkwy 30' N/O	Granite	E/S
52	891	D5		Terra Dr. N/O	La Cadena	N/S
53	891	D5	79	Verdugo S/O 30'	La Cadena	W/S
54	891	D5	78	Verdugo S/O 30'	La Cadena	E/S
55	891	D6		Ridge Route 10' W/O	Moulton	S/S
56	891	D6		Ridge Route 20' W/O	Moulton Pkwy	N/S
57	891	E5	58	Ave. De Carlota 100' N/O	Plaza Pointe	N/S
58	891	E5	69	Ave. De Carlota 40' N/O	Plaza Pointe	N/S
59	891	E5	81	Commerce Ctr. W/O Cul-De-Sac	23501	N/S
60	891	E5		Lake Forest 10' E/O	De Carlota	S/S
61	891	E5		Lake Forest 20' E/O	De Carlota	S/S
62	891	E5		Lake Forest Dr. 75' W/O	Ave. De Carlota	S/S
63	891	E5	80	Peralta 20' N/O	Ridge Route	E/S
64	891	E5	60	Plaza Pointe 10' S/O	Ave. De Carlota	E/S
65	891	E5	59	Plaza Pointe 10' S/O	Ave. De Carlota	W/S
66	891	E5	74	Ridge Route 600' W/O	Ave. De Carlota	N/S
67	891	E6	63	Ave. De Carlota 10' N/O	Los Alisos	W/S
68	891	E6		Ave. De Carlota 250' S/O	Ridge Route	W/S
69	891	E6	72	Ridge Route 1000' E/O	Moulton Pkwy	N/S
70	891	F6	68	Ave. De Carlota N/O 50'	Paseo de Valenica	E/S
71	891	F7		El Toro Rd. 70' W/O	Ave. De Carlota N/S	N/S
72	891	G7	64	Ave. De Carlota 10' N/O	Los Alisos	E/S
73	891	G7	65	Ave. De Carlota 200' N/O	Los Alisos	E/S

APPENDIX H

CITY OF LAGUNA HILLS

DRAIN/INLET CLEANING INVENTORY

74	891	G7		Ave. De Carlota 30' N/O	El Toro Rd. E/S	E/S
75	891	G7	67	Ave. De Carlota 30' N/O	El Toro Rd. E/S	E/S
76	891	G7	61	Ave. De Carlota 550' S/O	Plaza Ln.	W/S
77	891	G7		Ave. De Carlota 60' N/O	Oakbrook Shopping Ctr.	W/S
78	891	G7	94	El Toro Rd. 50' W/O	Ave. De Carlota	S/S
79	891	G7	120	Los Alisos 10' E/O	Ave. De Carlota	N/S
80	921	A3	354	Rangewood E/O 200'	Gallup Cir	N/S
81	921	A3		Rangewood E/O 200'	Gallup Cir. Cul-De-Sac	S/S
82	921	A3	355	Rangewood E/O 200'	Gallup Cir Cul-De-Sac	S/S
83	921	A3	356	Rangewood E/O 800'	Gallup Cir	E/S
84	921	A3		Sheriff Rd. Cul-De-Sac	Nellie Gail	E/S
85	921	J4	529	Oso Pkwy E/O 20'	Bridlewood	S/S
86	921	F1		Paseo De Valencia 10' S/O	Health Center	E/S
87	921	F2	192	Moulton 20' S/O	Indian Hill	E/S
88	921	F2	171	Moulton Pkwy. 100' N/O	Glenwood	W/S
89	921	F2	172	Moulton Pkwy. 20' N/O	Glenwood	W/S
90	921	F2	194	Moulton Pkwy. 320' S/O	Glenwood	E/S
91	921	F2		Moulton Pkwy. 320' S/O	Glenwood	W/S
92	921	F3	146	Laguna Hills Dr. 350' E/O	Moulton Pkwy	N/S
93	921	F3	147	Laguna Hills Dr. 350' E/O	Moulton Pkwy	S/S
94	921	F3	173	Moulton Pkwy. 420' S/O	Laguna Hills	W/S
95	921	F3		Moulton Pkwy. 270' S/O	Laguna Hills Dr	W/S
96	921	F3	193	Moulton Pkwy. 400' S/O	Laguna Hills Dr	E/S
97	921	F4	169	Alicia 140' E/O	Ramona St.	S/S
98	921	F4	214	Carmel St. 240' E/O Cul-De-Sac	Amalia	E/S
99	921	F4	187	Gordon 10' E/O	Moulton Pkwy	S/S
100	921	F4	170	Gordon 10' E/O	Moulton Pkwy	N/S
101	921	F4	191	Moulton Pkwy 40' S/O	Alicia	E/S
102	921	F4	176	Moulton Pkwy. 10' S/O	Gordon	E/S
103	921	F4	175	Moulton Pkwy. 20' S/O	Alicia	W/S
104	921	F5	208	Moulton Pkwy. 150' N/O	La Paz Rd	W/S
105	921	F7	116	Paseo De Valencia 125' N/O	Via Estrada	E/S
106	921	F7	98	Paseo De Valencia 125' N/O	Via Estrada	W/S
107	921	F7	117	Paseo De Valencia N/O 15'	Via Estrada	E/S
108	921	G1	128	Clarrington E/O	Kennington	E/S
109	921	G1	125	Creekview W/O	Cresta	W/S
110	921	G1	126	Kennington E/O	Paseo de Valenica	N/S
111	921	G1	127	Kennington E/O	Paseo de Valenica	S/S
112	921	G1	119	Los Alisos E/O	Paseo de Valenica	N/S
113	921	G3	166	Alicia 20' E/O	Aliso Hills	S/S

APPENDIX H

CITY OF LAGUNA HILLS

DRAIN/INLET CLEANING INVENTORY

114	921	G3	153	Alicia 20' E/O	Aliso Hills	N/S
115	921	G3	152	Alicia 60' E/O	Moulton Pkwy.	N/S
116	921	G3	241	Aliso Hills S/O 40'	Alicia	E/S
117	921	G3	240	Aliso Hills S/O 20'	Alicia	E/S
118	921	G3	242	Aliso Hills S/O 20'	Alicia	W/S
119	921	G3	198	Via Lomas 130' N/O	Alicia	E/S
120	921	G3	199	Via Lomas 130' N/O	Alicia	W/S
121	921	G3	196	Via Lomas 200' E/O	Moulton Pkwy	N/S
122	921	G3	154	Via Lomas 200' E/O	Moulton Pkwy	S/S
123	921	G3	197	Via Lomas 700' N/O	Alicia	N/S
124	921	G3	202	Via Lomas 700' N/O	Alicia	S/S
125	921	G4	151	Alicia 140' E/O	Ramona St.	N/S
126	921	G4	238	La Cerros 30' W/O	La Cienega	S/S
127	921	G4	232	La Cienega 10' S/O	Cienega @ 24651	E/S
128	921	G4	239	La Cienega 150' W/O	Los Alisos @ 24511	S/S
129	921	G4	213	La Cienega 150' W/O	Aliso Hills @ 24502	W/S
130	921	G4	209	Louisa 80' N/O	Lupita	N/S
131	921	G4	210	Lupita 15' E/O	Louisa	N/S
132	921	G4	211	Lupita 15' E/O	Louisa	S/S
133	921	G4	189	Mandeville 10' E/O	Santa Rosa	S/S
134	921	G4	205	Mandeville 100' W/O	Santa Rosa	S/S
135	921	G4	190	Mandeville 100' W/O	Santa Rosa	N/S
138	921	G4	212	Patricia 200' S/O	Lupita	E/S
139	921	G4	218	Ramona St. 20' S/O	Alicia	E/S
140	921	G4	217	Ramona St. 20' S/O	Alicia	W/S
141	921	G4	188	Santa Rosa 20' S/O	Mandeville	E/S
142	921	G4	186	Sundance 25' W/O	Santa Rosa	S/S
143	921	G4	177	Sundance 25' W/O	Santa Rosa	N/S
144	921	G4	216	Yolanda 20' W/O	Ramona St.	S/S
145	921	G4	215	Yolanda 20' W/O	Ramona St.	N/S
146	921	G5	318	La Paz Rd. 10' E/O	Moulton Pkwy	S/S
147	921	G5	313	La Paz Rd. 25' W/O	Merienda	N/S
148	921	G5	316	La Paz Rd. 60' E/O	Merienda	S/S
149	921	G5	314	La Paz Rd. 60' E/O	Merienda	N/S
150	921	G5	312	La Paz Rd. E/O 10'	Moulton Pkwy	N/S
151	921	G5	243	Los Alamitos 20' N/O	Monte Royale	E/S
152	921	G5	244	Los Alamitos 8' N/O	Monte Royale	W/S
153	921	G5		Louisa 20' W/O	Moulton Pkwy	N/S
154	921	G5		Louisa W/O 20'	Moulton Pkwy	S/S
155	921	G5	245	Monte Royale 80' W/O	Los Alamitos Across 24652	N/S

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CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

156	921	G5	246	Monte Royale 60' W/O	Los Alamitos	S/S
157	921	G5	311	Monte Royale 60' W/O	Los Alamitos	N/S
158	921	G5	184	Moulton Pkwy. 10' S/O	La Paz Rd	E/S
159	921	G5	185	Moulton Pkwy. 150' N/O	La Paz Rd	E/S
160	921	G5	206	Moulton Pkwy. 20' N/O	Louisa	E/S
161	921	G5	207	Moulton Pkwy. 20' N/O	Louisa	W/S
162	921	G5		Moulton Pkwy. 5' N/O	Mandeville	E/S
163	921	H1	124	Christina 70' S/O	Cul-De-Sac 24606	W/S
164	921	H1	123	Christina Ct. 10' S/O	24532	E/S
165	921	H1	121	Christina Drive/Ave de la Carlota	Next to 24521	E/S
166	921	H1	122	Christina Dr.	Christina Ct 24521	W/S
167	921	H1	132	Georgia Sue Dr. N/O 50'	Paige Cir	N/S
168	921	H1	134	Georgia Sue Dr. N/O 10'	Paige Cir	S/S
169	921	H1	131	Jorie 5' S/O	Georgia Sue	E/S
170	921	H1	130	Jorie 5' S/O	Georgia Sue	W/S
171	921	H1	133	Paige Cir. 20' S/O	Georgia Sue	E/S
172	921	H2	162	ALICIA 10' W/O	Wilkes	S/S
173	921	H2	162	ALICIA 10' W/O	Wilkes	S/S
174	921	H2	158	Alicia 200' W/O	Wilkes	N/S
175	921	H2	160	Alicia 45' W/O	Costeau	N/S
176	921	H2	160	Alicia 45' W/O	Costeau	N/S
177	921	H2	137	Beckenham 10' E/O	Paseo de Valenica	N/S
178	921	H2	136	Beckenham 75' E/O	Paseo de Valenica	S/S
179	921	H2	282	Costeau N/O 30' N/O	Alicia	E/S
180	921	H2	283	Costeau N/O 30' N/O	Alicia	W/S
181	921	H2	299	Grissom 5' S/O	Wilkes	N/S
182	921	H2	113	Paseo de Valencia 150' N/O	Beckenham	E/S
183	921	H2		Southport 200' S/O	Woolwich	S/S
184	921	H2	145	Southport 200' S/O	Woolwich	N/S
185	921	H2	161 & no	Wilkes 10' S/O	Alicia	E/S
186	921	H2	140	Wilkes 20' N/O	Debby Cir	W/S
187	921	H2	141	Wilkes 5' N/O	York Cir	E/S
188	921	H2	142	Wilkes 5' N/O	York Cir	W/S
189	921	H2	143	Wilkes 50' N/O	Alicia	E/S
190	921	H2	144	Wilkes 50' N/O	Alicia	W/S
191	921	H2	138	Wilkes 80' N/O	Stock Port	S/S
192	921	H2	139	Wilkes 80' N/O	Stock Port	N/S
193	921	H3	155	Alicia 10' E/O	Community Ctr	N/S
194	921	H3	164	Alicia 10' W/O	Community Ctr	S/S
195	921	H3	165	Alicia 100' W/O	Community Ctr	S/S

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CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

196	921	H3	163	Alicia 150' E/O	Paseo de Valenica	S/S
197	921	h3	156	Alicia 150' E/O	Paseo De Valencia	N/S
198	921	H3	157	Alicia 600 E/O	Paseo de Valenica	N/S
199	921	H3		Barents 10" E/O	Grissom	E/S
200	921	H3		Barents 10" W/O	Grissom	W/S
201	921	H3		Barents 25' E/O	Wilkes	N/S
202	921	H3		Barents 25' E/O	Wilkes	S/S
203	921	H3		Comm. Ctr. N/O	Alicia 150'	N/S
204	921	H3		Comm. Ctr. Pk Lot	Alicia 75'	W/S
205	921	H3		Comm. Ctr. Pk Lot	Alicia 80'	E/S
206	921	H3		Comm. Ctr. N/O at Entr	Alicia 100'	E/S
207	921	H3		Comm. Ctr. N/O at Entr	Alicia 106'	E/S
208	921	H3	262	El Capatin 10' S/O	Marin	S/S
209	921	H3		El Capatin 20' E/O	Largo Dr.	S/S
210	921	H3		El Capatin 20' E/O	Largo Dr.	N/S
211	921	H3	350	Gallup 25' S/O	La Paz Rd.	E/S
212	921	H3	256	Largo 120' W/O	Sunburst @ 24861	N/S
213	921	H3	256	Largo 120' W/O	Sunburst @24861	N/S
214	921	H3	257	Largo 120' W/O	Sunburst @ 24854	S/S
215	921	H3	255	Largo 200' W/O	Sunburst @ 24471	N/S
216	921	H3	258	Largo Dr. 9' @	El Capitan @ 24971	N/S
217	921	H3	259	Largo Dr. 10' E/O	El Capitan @ 24982	S/S
218	921	H3	263	Marin 20' S/O	El Capitan	S/S
219	921	H3	219	Mendocino 200' N/O	Mendocino	W/S
220	921	H3	220	Mendocino 200' N/O	Mendocino	E/S
221	921	H3	102	Paseo de Valencia 10' E/O	Alisal	S/S
222	921	H3	101	Paseo de Valencia 10' S/O	Sunburst	E/S
223	921	H3	99	Paseo de Valencia 100' S/O	Alicia	W/S
224	921	H3	112	Paseo de Valencia 100' S/O	Alicia	E/S
225	921	H3	100	Paseo de Valencia 70' N/O	Alicia	W/S
226	921	H3	110	Paseo de Valencia 70' N/O	Alicia	E/S
227	921	H3	109	Paseo de Valencia 150' S/O	Alicia	E/S
228	921	H3		Wilkes 30' S/O	Alicia	E/S
229	921	H4	249	Alameda 10' N/O	Monte Royale	W/S
230	921	H4	248	Alameda N/O 10'	La Paz Rd.	E/S
231	921	H4	247	Alameda N/O 10'	La Paz Rd.	W/S
232	921	H4	231	Aliso Hills 10' S/O	Sierra Bonita	W/S
233	921	H4	447	Appaloosa 40' S/O	La Paz Rd.	W/S
234	921	H4	230	El Segundo 10' E/O	Aliso Hills	S/S
235	921	H4	229	El Segundo 20' E/O	Aliso Hills	N/S

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CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

236	921	H4	251	Los Gatos 20' W/O	Buena Vista	S/S
237	921	H4	250	Los Gatos 20' W/O	Buena Vista	N/S
238	921	H4	450	Mustang 10' W/O	Appaloosa	S/S
239	921	H4	449	Mustang 40' W/O	Appaloosa	S/S
240	921	H4	451	Mustang 75' E/O	Appaloosa	N/S
241	921	H4		Oso Pkwy 20' E/O	Moulton Pkwy.	S/S
242	921	H4	234	Rio Grande 30' S/O	La Cienega	W/S
243	921	H4	233	Rio Grande 30' S/O	La Cienega	E/S
244	921	H4	236	Talega 20' S/O	San Pedro	W/S
245	921	H4	235	Talega 20' S/O	San Pedro	E/S
246	921	H4	254	Terra Bella 20' E/O	Cuesta Ave	N/S
247	921	H4	252	Terra Bella 90' E/O	Cuesta Ave	N/S
248	921	H4	253	Terra Bella 90' E/O	Cuesta Ave	S/S
249	921	H5	434	Buckboard 160' E/O	Stetson	N/S
250	921	H5	433	Buckboard 170' E/O	Stetson	N/S
251	921	H5	435	Buckboard 170' E/O	Stetson	S/S
252	921	H5	436	Buckboard 20' E/O	Stetson	N/S
253	921	H5	437	Buckboard 20' E/O	Stetson	S/S
254	921	H5	443	Buckboard	24872	N/S
255	921	H5	442	Buckboard	Across 24872	S/S
256	921	H5	454	Buckskin S/O 20'	Mustang	E/S
257	921	H5	455	Buckskin S/O 20'	Mustang	W/S
258	921	H5	353	Gallup 100' S/O	La Paz Rd	E/S
259	921	H5	323	La Paz Rd. 20' E/O	Appaloosa	S/S
260	921	H5	321	La Paz Rd. E/O 100'	Alameda	S/S
261	921	H5	499	Lost Colt 200' E/O	Beargrass at 27132	N/S
262	921	H5	180	Moulton 10' S/O	Nellie Gail	E/S
263	921	H5	179	Moulton Pkwy 10' S/O	Nellie Gail	W/S
264	921	H5		Moulton Pkwy. 30' S/O	Nellie Gail	E/S
265	921	H5	183	Moulton Pkwy N/O 10'	Oso Pkwy	E/S
266	921	H5	182	Moulton Pkwy S/O 10'	Oso Pkwy	E/S
267	921	H5		Oso Pkwy E/O 20'	Moulton Pkwy	N/S
268	921	H5		Red Lodge Pl. E/O	Nellie Gail To Cul De Sac	S/S
269	921	H5	524	Westhaven 30' N/O	Oso Pkwy	E/S
270	921	H5	522	Westhaven 75' N/O	Oso Pkwy	E/S
271	921	H5	523	Westhaven N/O 30'	Oso Pkwy	W/S
272	921	H6	506	Black Horse N/O 10'	Lost Colt	W/S
273	921	H6	507	Black Horse N/O 10'	Lost Colt	E/S
274	921	H6	509	Black Horse N/O 180'	Lost Colt	E/S
275	921	H6	508	Black Horse N/O 200'	Lost Colt	W/S

APPENDIX H

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

276	921	H6		Dillon N/O 80'	Lost Trail	E/S
277	921	H6		Dillon N/O 80'	Lost Trail	W/S
278	921	H6	496	Lost Colt E/O 10'	West Ridge @ 27061	N/S
279	921	H6	497	Lost Colt E/O 10'	West Ridge @ 27062	S/S
280	921	H6	498	Lost Colt E/O 100'	West Ridge @ 27071	S/S
281	921	H6	500	Lost Colt E/O 70'	West Ridge at 27131	S/S
282	921	H6		Lost Trail E/O 20'	Dillon	E/S
283	921	H6		Lost Trail S/O 10'	Rapid Falls @ 27311	W/S
284	921	H6	382	Nellie Gail E/O 10'	Lost Colt	N/S
285	921	H6	181	Nellie Gail E/O 10'	Moulton Pkwy	S/S
286	921	H6		Nellie Gail E/O 30'	Lost Colt	N/S
287	921	H6		Nellie Gail E/O 40'	Moulton Pkwy	N/S
288	921	H6		Nellie Gail E/O 50'	Lost Colt	S/S
289	921	H6		Nellie Gail E/O 70'	Lost Colt	S/S
290	921	H6		Oso Pkwy 10' E/O	West Haven	N/S
291	921	H6	516	West Ridge 10' S/O	Lost Colt	W/S
292	921	H6	517	West Ridge 30' S/O	Lost Colt	E/S
293	921	J2	297	Bentley N/O 50'	Valerie	E/S
294	921	J2	298	Bentley N/O 50'	Valerie	W/S
295	921	J2	284	Costeau S/O 10'	Alicia	E/S
296	921	J2	294	El Dorado Dr. S/O 10'	Stagecoach	E/S
297	921	J2	293	El Dorado Dr. W/O 10'	Stagecoach	W/S
298	921	J2	296	El Dorado S/O 10'	Express	W/S
299	921	J2	287	Erickson W/O 10'	Cousteau	N/S
300	921	J2	286	Erickson W/O 10'	Cousteau	S/S
301	921	J2	291	Mackenzie W/O 20'	Cousteau	S/S
302	921	J2	290	Mackenzie W/O 20'	Cousteau	N/S
303	921	J2	281	Velasquez W/O 10'	Tasman	N/S
304	921	J2	280	Velasquez W/O 10'	Tasman	S/S
305	921	J3	264	Alisal W/O 20'	Linda Vista	W/S
306	921	J3	270	Alisal W/O 20'	Linda Vista	E/S
307	921	J3	288	Costeau E/O 10'	Mackenzie	W/S
308	921	J3	289	Costeau E/O 10'	Mackenzie	E/S
309	921	J3	271	La Mirada W/O 10'	Calero	S/S
310	921	J3	273	La Mirada S/O 10'	Linda Vista	W/S
311	921	J3	272	La Mirada S/O 50'	Linda Vista	E/S
312	921	J3	328	La Paz Rd. 10' E/O	Gallup	S/S
313	921	J3	266	Linda Vista 10' E/O	La Mirada	S/S
314	921	J3	268	Linda Vista 60' W/O	Alisal	S/S
315	921	J3	264	Linda Vista 20' W/O	La Mirada	S/S

APPENDIX H

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

316	921	J3	265	Linda Vista 30' W/S	La Mirada	N/S
317	921	J3	267	Linda Vista 20' E/O	Alisal	S/S
318	921	J4	415	Bridlewood N/O 10'	Glen Cyn	E/S
319	921	J4	410	Bridlewood N/O 20'	Flintlock	E/S
320	921	J4	416	Bridlewood S/O 20'	Glen Cyn	W/S
321	921	J4		Chelsea Ln. S/O 10'	Nottingham	E/S
322	921	J4		Chelsea Ln. S/O 20'	Nottingham	W/S
323	921	J4	413	Flintlock E/O 10'	Bridlewood	S/S
324	921	J4	411	Flintlock E/O 10'	Bridlewood	N/S
325	921	J4	412	Flintlock E/O 150'	Bridlewood	N/S
326	921	J4	406	Glen Cyn. E/O 10'	Bridlewood	S/S
327	921	J4	405	Glen Cyn. E/O 10'	Bridlewood	N/S
328	921	J4	403	Glen Cyn. E/O 230'	Bridlewood	N/S
329	921	J4	404	Glen Cyn. E/O 250'	Bridlewood	S/S
330	921	J4	451	Mustang E/O 200'	Red Coral	S/S
331	921	J4	366	Nellie Gail E/O 10'	Nellie Gail	E/S
332	921	J4	364	Nellie Gail E/O 100'	Nellie Gail	W/S
333	921	J4	365	Nellie Gail E/O 20'	Nellie Gail	W/S
334	921	J4	367	Nellie Gail W/O 50'	Mustang	E/S
335	921	J4	461	Red Coral N/O 10'	Mustang	W/S
336	921	J4	120	Red Coral N/O 120'	Mustang	E/S
337	921	J4	460	Red Coral N/O 20'	Mustang	E/S
338	921	J5	427	Dapple Grey E/O	Nellie Gail 10'	N/S
339	921	J5	432	Dapple Grey E/O	Nellie Gail 10'	S/S
340	921	J5	431	Dapple Grey E/O	Nellie Gail 150'	N/S
341	921	J5	430	Dapple Grey E/O	Nellie Gail 200'	N/S
342	921	J5	429	Dapple Grey E/O	Nellie Gail 200'	S/S
343	921	J5	426	Dapple Grey E/O	Nellie Gail 220'	N/S
344	921	J5	428	Dapple Grey E/O	Nellie Gail 220'	S/S
345	921	J5	466	Empty Saddle E/O	Nellie Gail 100'	N/S
346	921	J5	465	Empty Saddle E/O	Nellie Gail 60'	N/S
347	921	J5	480	Highwood Cir. E/O	Rocking Horse @ 26861	W/S
348	921	J5	425	Houston Trail E/O	Nellie Gail Cul De Sac	E/S
349	921	J5	520	Nellie Gail N/O 20'	Dapple Grey	E/S
350	921	J5	371	Nellie Gail N/O 40'	Buck Board	W/S
351	921	J5	372	Nellie Gail N/O 50'	Buck Board	E/S
352	921	J5		Nellie Gail S/O 200'	Oso Pkwy	E/S
353	921	J5	379	Nellie Gail S/O 200'	Oso Pkwy	W/S
354	921	J5	527	Oso Pkwy E/O 320'	Nottingham	S/S
355	921	J5	528	Oso Pkwy E/O 340'	Nottingham	S/S

APPENDIX H

CITY OF LAGUNA HILLS

DRAIN/INLET CLEANING INVENTORY

356	921	J5	479	Rocking Horse	26872 N/of Highwood	N/S
357	921	J5	468	Spotted Pony N/O	Empty Saddle @ END	E/S
358	921	J6	482	Coach Springs N/O 100'	Hidden Trail	E/S
359	921	J6	483	Coach Springs N/O 100'	Hidden Trail	W/S
360	921	J6	484	Derbyhill W/O	Hidden Trail (cul-de-sac)	W/S
361	921	J6	464	Empty Saddle E/O 10'	Nellie Gail	S/S
362	921	J6	467	Empty Saddle E/O 60'	Nellie Gail	S/S
363	921	J6		Empty Saddle E/O 100'	Nellie Gail	S/S
364	921	J6	470	Hidden Trail E/O 150'	Nellie Gail	S/S
365	921	J6	469	Hidden Trail E/O 20'	Nellie Gail	N/S
366	921	J6	486	Hidden Trail Rd. N/O 5'	Rockridge	W/S
367	921	J6		Nellie Gail N/O 20'	Oso Pkwy	W/S
368	921	J6		Nellie Gail S/O 25'	Oso Pkwy	E/S
369	921	J6	377	Nellie Gail N/O 20'	Oso Pkwy	E/S
370	921	J6	381	Nellie Gail S/O 20'	Empty Saddle	E/S
371	921	J6	489	Pine Strap W/O 10'	Hidden Trail	S/S
372	921	J6	490	Pine Strap W/O 50'	Hidden Trail	N/S
373	921	J6		Rockridge W/O 20'	Hidden Trail	S/S
374	921	J6	487	Rockridge W/O 20'	Hidden Trail	N/S
375	921	J6	491	Stageline E/O 10'	Stagewood	N/S
376	921	J6	495	Stageline N/O 10'	Lost Colt	W/S
377	921	J6	493	Stageline S/O 200'	Lost Colt	E/S
378	921	J6	494	Stageline N/O 5'	Lost Colt	E/S
379	921	J6	492	Stagewood S/O 20'	Stageline	E/S
380	921	J7	485	Gold Dust E/O	Hidden Trail cul -de-sac	E/S
381	921	J7	471	Hidden Trail Rd. E/O 5'	Pine Strap	E/S
382	921	J7	472	Hidden Trail Rd. E/O 5'	Pine Strap	S/S
383	921	J7	473	Hidden Trail Rd. 500'	Greenfield W/O	N/S
384	921	J7	474	Hidden Trail Rd. 500'	Greenfield W/O	S/S
385	922	A5		Devonshire N/O 10"	Vista Viejo	W/S
386	922	A2	333	La Paz Rd E/O 100'	Cabot Rd.	S/S
387	922	A2	302	La Paz Rd E/O 70'	Cabot Rd.	N/S
388	922	A2	301	La Paz Rd W/O 15'	Cabot Rd.	N/S
389	922	A2	332	La Paz Rd W/O 50'	Cabot Rd.	S/S
390	922	A2	103	Paseo de Valencia E/O	Mackenzie 250'	S/S
391	922	A2		Paseo de Valencia E/O	Mackenzie 270'	S/S
392	922	A3		Cabot Rd S/O 80'	Paseo de Valencia	W/S
393	922	A3	339	Cabot Rd S/O A/F	La Paz Rd # 25401	W/S
394	922	A3	343	Cabot Rd. N/O 150'	El Paseo	W/S
395	922	A3	342	Cabot Rd. N/O 200'	Nellie Gail	W/S

Attachment: 2014 Street Maintenance Services Agreement - CAA (1808 : Amendment No. 1 to Street Maintenance Services Agr)

APPENDIX H

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

396	922	A3	349	CABOT RD. S/O 20'	La Paz Rd. across 25401	E/S
397	922	A3		Cabot Rd. S/O 50'	Hitching Rail	W/S
398	922	A3		Cabot Rd. S/O 50'	Oso Pkwy.	W/S
399	922	A3		Cabot Rd. S/O 60'	Oso Pkwy.	E/S
400	922	A3	334	Evergreen W/O 40'	Oakleaf	N/S
401	922	A3		Hitching Rail N/O	Waterwheel	E/S
402	922	A3		Hitching Rail N/O	Waterwheel	W/S
403	922	A3		Hitching Rail S/O 5'	Nellie Gail	E/S
404	922	A3		Hitching Rail S/O 5'	Nellie Gail	W/S
405	922	A3	360	Nellie Gail W/O 30'	Hitching Rail	N/S
406	922	A3	361	Nellie Gail W/O 30'	Hitching Rail	S/S
407	922	A3	363	Nellie Gail E/O	Desert Trail 150'	S/S
408	922	A3	359	Nellie Gail W/O 10'	Cabot Rd.	S/S
409	922	A3	357	Nellie Gail W/O 10'	Cabot Rd.	N/S
410	922	A3	362	Nellie Gail E/O 150'	Desert Trail	N/S
411	922	A3	335	OAK LEAF S/O 30'	EVERGREEN	E/S
412	922	A3	105	Paseo de Valencia E/O	Mackenzie 15'	N/S
413	922	A3	104	Paseo de Valencia W/O	Cabot Rd. 250'	N/S
414	922	A3	336	Tree Top @	Pine Nut	N/S
415	922	A3	337	Tree Top W/O 10'	Pine Nut	S/S
416	922	A4		Bridlewood N/O 20'	Oso Pkwy.	E/S
417	922	A4		Bridlewood N/O 20'	Oso Pkwy.	W/S
418	922	A4		Bridlewood S/O 10'	Oso Pkwy.	W/S
419	922	A4		Bridlewood S/O 15'	Oso Pkwy.	E/S
420	922	A4		BRIDLEWOOD S/O 30'	Oso Pkwy.	W/S
421	922	A4		Diablo N/O	Orville Pl. in-cul-de-sac	N/S
422	922	A4		Hitching Rail E/O	Tombstone 50'	N/S
423	922	A4		Hitching Rail E/O	Tombstone 50'	S/S
424	922	A4		Hitching Rail W/O 10'	Cabot Rd.	N/S
425	922	A4		Hitching Rail E/O 15'	Tombstone	N/S
426	922	A4		Hitching Rail E/O 5'	Tombstone	S/S
427	922	A4		Hitching Rail N/O 5'	Pecos Rd.	E/S
428	922	A4		Hitching Rail N/O 5'	Pecos Rd.	W/S
429	922	A4		Nottingham S/O 10'	Oso Pkwy.	W/S
430	922	A4		Nottingham S/O 10'	Oso Pkwy.	E/S
431	922	A4	407	Orville Pl. E/O	Diablo in-cul-de-sac	E/S
432	922	A4		Oso Pkwy E/O 20'	Bridlewood	N/S
433	922	A4		Pecos Rd. E/O 100'	Hitching Rail	S/S
434	922	A4		Pecos Rd. S/O 200'	Hitching Rail	W/S
435	922	A5		Anadale N/O 10'	Vista Viejo @ 26871	W/S

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CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

436	922	A5		Anadale N/O 50'	Vista Viejo @ 26861	W/S
437	922	A5		Bridlewood N/O 120'	Vista Viejo @ 26821	W/S
438	922	A5		Bridlewood N/O 30'	Vista Viejo @ 26871	E/S
439	922	A5		Devonshire N/O 150'	Elm Bank	W/S
440	922	A5		Devonshire N/O 160'	Elm Bank	E/S
441	922	A5		Devonshire S/O 10'	Nottingham	E/S
442	922	A5		Devonshire S/O 30'	Nottingham	W/S
443	922	A5		Vista Viejo W/O 10'	Bridlewood	N/S
444	922	A5		Vista Viejo W/O 20'	Anadale	N/S
445	922	A5		Woodbluff S/O 5'	Vista Viejo	E/S
448	922	A5		Woodbluff S/O 5'	Vista Viejo	W/S
447	922	A5		Woodbluff S/O 70'	Vista Viejo	W/S
448	922	A6		Cabot Rd. N/O 10'	Rapid Falls	W/S
449	922	A6		Pinto Ln. E/O 20'	Lost Trail	S/S
450	922	H3		LOST TRAIL 10' S/O	LONE ACRES	E/S
451	922	H3	108	Paseo de Valencia E/O	Hillary 10'	N/S
452	922	H3	107	Paseo de Valencia E/O	Hillary 100'	N/S
453	922	H3		Paseo de Valencia E/O	Hillary 50'	N/S
454	922	H5		LOST TRAIL 10' S/O	LONE ACRES @ 27314	W/S
455	922	H5		LOST TRAIL 10' S/O	PINTO	E/S
456	922	H5		LOST TRAIL 20' S/O	PINTO	W/S
457	922	J3	106	Paseo de Valencia E/O	La Paz Rd 10'	N/S
458	922	J6		Lone Acres W/O	Lost Trail Across From 27341	E/S
459	922	J6		Rapid Falls E/O	Lost Trail Across From 25641	S/S
460	922	J6		Rapid Falls E/O	Lost Trail @ 25641	W/S
461	922	J6		Rapid Falls E/O 10'	Cabot Rd.	N/S
462	922	J6		Rapid Falls E/O 10'	Cabot Rd.	S/S
463	922	J6	545	Rapid Falls W/O AT 25821	Sundowner	N/S
464	922	J6		Sundowner N/O 10'	Rapid Falls	W/S
465	951	J1		Greenfield S/O 150'	Hidden Trail @ 27716	E/S
466	922	A3	342	Cabot S/O 400'	Paseo De Valencia	W/S
467	922	A3	349	Cabot 850 N/O	Paseo De Valencia	E/S
468	922	A4		Oso Pkwy 20' W/O	Tombstone	N/S
469	951	J1	477	Greenfield S/O 300	Hidden Trail Next to Toll Rd 73	W/S
470	951	J1	478	Greenfield S/O 300	Hidden Trail Next to Toll Rd 73	E/S
471	922	A4		Bridle Wood N/O	Vista Viejo 30'	E/S
472	922	A4	422	Bridle Wood N/O	Vista Viejo 60'	E/S
473	922	A6		Woodbluff E/O	Green Hills 27136	S/S
474	922	A6		Woodbluff E/O	Green Hills 27135	N/S
475	922	A5		Moore Oaks	Devon Shire 26821	N/S

APPENDIX H

CITY OF LAGUNA HILLS

DRAIN/INLET CLEANING INVENTORY

476	922	A5		Moore Oaks	Devon Shire 26832	S/S
477	922	A5		Moore Oaks	Devon Shire 26831	N/S
478	922	A5		Moore Oaks	Devon Shire 26836	S/S
479	921	J2		El Dorado	Express	E/S
480	921	H5	440	26642 Stetson	Buckboard	E/S
481	921	H5	441	26661 Stetson	Buckboard	W/S
482	921	H5	438	26662 Stetson	Buckboard	W/S
483	921	H5	439	26661 Stetson	Buckboard	S/S
484	922	A5		White Oaks Cul-de-sac	At 22692	S/S
485	891	C6	36	Santa Vittoria 40' S/O	Ridge Route	W/S
486	891	C6	47	Santa Vittoria 80' S/O	Ridge Route	W/S
487	891	C6	22	Santa Vittoria 60' S/O	Ridge Route	W/S
488	891	C6	26	Ridge Route 60' E/O	Santa Vittoria	N/S
489	891	C6	33	Ridge Route 60' E/O	Santa Vittoria	S/S
490	891	C6	83	Lipari N/O AT 23502	Teramo @ End	E/S
491	891	E5	58	Carlota 200' S/O	Lake Forest	W/S
492	891	F7	67	Ave Carlota 60' S/O	El Toro	E/S
493	891	G7	97	El Toro 200' E/O	Carlota	S/S
494	891	G7	93	El Toro 30' W/O	Regional	N/S
495	921	G1	114	Paseo de Valencia 352' N/O	Kennington	E/S
496	921	H1		Los Alisos 50' E/O	Carlota	M/O
497	921	H1		Los Alisos 250' E/O	Carlota	M/O
498	921	H1		Hon 300' W/O	Alicia	N/S
499	921	H1	137	Hon 300' W/O	Alicia	S/S
500	921	H1	159	Alicia 250' S/O	Costeau	E/S
501	891	C6	75	Ridge Route 600' W/O	Carlota	S/S
502	921	J2	292	De Salle 25' S/O	Mackenzie	E/S
503	921	J2	295	El Dorado 20' S/O	Express	E/S
504	921	G3	111	Paseo de Valencia 250' N/O	Alicia	E/S
505	921	G1	115	Paseo de Valencia 50' N/O	Los Alisos	E/S
506	921	F3	150	Indian Hill 20' N/O	Sand Creek	E/S
507	921	F3		Indian Hill 20' S/O	Sand Creek	E/S
508						
509	921	J3	261	Creek	@ End	S/S
510	921	H3		Creek	El Capitan	W/S
511	921	H3	223	Luna Bonita 150' W/O	Encanito @ 24881	N/S
512	921	H3	224	Luna Bonita 150' W/O	Encanito @ 24872	S/S
513	921	H3	225	Luna Bonita 150' E/O	Encanito @ 25001	N/S
514	921	H3	228	Luna Bonita 150' E/O	Encanito @ 24992	S/S
515	921	G3	153	Alicia 250' E/O	Aliso Hills	N/S

APPENDIX H

CITY OF LAGUNA HILLS DRAIN/INLET CLEANING INVENTORY

516	921	H3	227	Aliso Hills 200' W/O	Luna Bonita	N/S
517	921	H3	226	Aliso Hills 200' W/O	Luna Bonita	S/S
518	921	J3	330	La Paz 80' W/O	P.D. Valencia	S/S
519	921	J3	329	La Paz 100' W/O	P.D. Valencia	S/S
520	921	H4	322	La Paz 250' W/O	Appaloosa	S/S
521	921	J4	403	Red Coral 120' N/O	Mustang	E/S
522	921	J4	400	Mustang 30" E/O	Farrier	S/S
523	921	J4	456	Mustang 40 E/O	Farrier	N/S
524	921	J4	457	Ferrier 30 N/O	Mustang	E/S
525	921	J4	399	Ferrier 30 N/O	Mustang	W/S
526	921	J4	452	Mustang 20' E/O	Red Coral	S/S
527	921	J5		Broken	@ End 26542	S/S
528	921	H5	351	GalLUP 100' S/O	La Paz	W/S
529	921	H5	500	Lost Colt 250' W/O	Stage Line @ 27131	N/S
530	921	H6	499	Lost Colt 250' W/O	Stage Line @ 27132	S/S
531	921	H6	501	Lost Colt 300' W/O	Stage Line @ 27212	N/S
532	921	A3	348	Cabot 200' S/O	Nellie Gail	E/S
533	922	A4		Oso 60' W/O	Cabot	S/S
534	921	J5	519	Oso 340' E/O	Nottingham	N/S
535	921	J5	375	Oso 40' E/O	Nellie Gail	N/S
536	921	J5	376	Oso 40' E/O	Nellie Gail	S/S
537	921	H5	521	Oso 300' E/O	Westhaven	N/S
538	921	H5	525	Oso 300' E/O	Westhaven	S/S
539	922	A3	341	Paseo de Valencia	@ Mirg w/Cabot	S/W
540	921	F2	195	Moulton 40" S/O	Indian Creek/Glennout	E/S
541	921	H6	513	West Ridge 20' W/O	Maverick	S/S
542	921	H6	515	West Ridge 40' W/O	Maverick	N/S
543	921	H6	512	Lost Colt 40' E/O	Maverick	S/S
544	921	H6	511	Lost Colt 80' E/O	Maverick	S/S
545	921	J7	488	Pine Strap 10' W/O	Hidden Trail	N/S
546	921	H6	514	Lost Colt 70' S/O	Black Horse	E/S
547	921	H6	510	Lost Colt 70' S/O	Black Horse	W/S
548	921	H6	504	Lost Colt 150' S/O	Stage Line	E/S
549	922	H6	505	Lost Colt 150' S/O	Stage Line	W/S
550	922	A5		Falling Leaf 25' W/O	Devonshire	N/S
551	922	A5	532	Vista Viejo 400' W/O	Cabot	N/S
552	922	A5	531	Vista Viejo 400' W/O	Cabot	S/S
553	922	A5	533	Vista Viejo 430' W/O	Cabot	N/S
554	922	A5		White Oaks S/O	Lanhill Rest @	END
555	922	A5		Nottingham 20' N/O	Harrington	E/S

APPENDIX H**CITY OF LAGUNA HILLS
DRAIN/INLET CLEANING INVENTORY**

556	922	A5		Nottingham 10' N/O	Harrington	W/S
557	922	A5		Harrington 15' W/O	Nottingham	N/S
558	922	A5		Harrington 15' W/O	Nottingham	S/S



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Amendment No. 1 to Traffic Signal Maintenance Services Agreement
with Computer Service Company

RECOMMENDATION: That the City Council approve Amendment No. 1 to the Traffic Signal Maintenance Services Agreement with Computer Service Company and authorize the City Manager to execute the Amendment.

SUMMARY:

In 2014, the City issues a Request for Proposal for the services of traffic signal maintenance of the City's 47 traffic signals and related equipment. Thereafter, on the basis of the proposals and interviews, the City entered into a Traffic Signal Maintenance Services Agreement (Agreement) with Computer Service Company (CSC), the lowest and best responsible and responsive firm. The initial term of this Agreement will expire as of June 30, 2019, unless extended. For continuity of services, operational efficiency and to continue the good work that has been provided to the City by CSC, Staff recommends a two-year term extension of the Agreement. Amendment No. 1 to the Agreement, attached, will extend the term of the Agreement by two years and update certain provisions of the contract language.

BACKGROUND:

The City utilizes a contract model for the provision of traffic signal maintenance services. Upon incorporation, the City contracted with the County of Orange to provide traffic signal operations and administrative services and, the County, in turn, contracted out the day to day traffic signal maintenance of the City's 47 traffic signals to a private

Amendment No. 1 to Traffic Signal Maintenance Agreement

April 9, 2019

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contractor. In 2014, the City evaluated other service delivery options and issued a Request for Proposal for traffic signal maintenance services. On the basis of the proposals and interviews, the City entered into a Traffic Signal Maintenance Services Agreement (Agreement) with Computer Service Company (CSC), the best and lowest cost responsible and responsive firm. The administration and management of the traffic signal system was simultaneously shifted to the City's on-call Traffic Engineering Professional Service provider, thus allowing the City to fully end these services from the previous service provider. The initial term of this Agreement will expire as of June 30, 2019, unless extended by mutual consent.

The Agreement with CSC addresses routine monthly traffic signal maintenance, emergency response services and necessary extra work to maintain the traffic signals in good condition for public and traffic safety. The initial Agreement set the annual compensation value at \$100,000. The annual cost for routine monthly traffic signal maintenance is approximately \$60,000. Additional compensation is paid for as needed on-call services for both emergency response services and extra work necessary to maintain the traffic signals. The annual emergency response services and extra work is difficult to estimate in any given year but experience has shown that the annual compensation value needs to be raised.

CSC has been providing the City with very good work and prompt responsiveness in their efforts to maintain the City's traffic signal infrastructure including responding to emergency conditions which occur from time to time. For continuity of services and operational efficiency, Staff recommends a two-year term extension of the Agreement. CSC has also requested this term extension. The Amendment No. 1 to the Agreement, attached, will provide for this two-year term extension and incorporates updates to the contract language as prepared by the City Attorney.

The proposed Amendment No. 1 memorializes the actually incurred annual compensation and sets the new annual maximum compensation value at \$150,000 for the current fiscal year, with anticipated Consumer Price Index adjustments for Fiscal Year 2019-2020 and Fiscal Year 2020-2021. The total maximum compensation value for the Agreement is also being adjusted. This new maximum compensation value is necessary to account for the historic costs of emergency and extra work services along with the effects of the application of the Consumer Price Index changes to the actual annual compensation over time.

Amendment No. 1 to Traffic Signal Maintenance Agreement

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FISCAL IMPACT:

The proposed Traffic Signal Maintenance Budget for Fiscal Year 2019-2020 is \$152,000.

ATTACHMENTS:

- Amendment No.1 Signal Maintenance Services Agreement
- 2014 Traffic Signal Maintenance Agr - CSC

**AMENDMENT NO. 1
TO
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
Computer Service Company
(City-Wide Traffic Signal Maintenance Services)**

THIS FIRST AMENDMENT to the Computer Services Company Traffic Signal Maintenance Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 1st day of July 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and COMPUTER SERVICE COMPANY, a California corporation, (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Contractor previously entered into that certain traffic signal maintenance services agreement for electrical and traffic signal engineering, maintenance and related services, which was made and entered into on July 1, 2014 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.3 (Amendments/Modifications) of the Agreement provide that the Agreement may be amended and the term extended in writing at any time by mutual consent of the Parties. City does not have the personnel or the specialized technical expertise or equipment necessary to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on June 30, 2019, by operation of its own terms. By way of correspondence from Contractor to City, dated February 15, 2019, Contractor has requested that that the term of the Agreement be extended for two (2) additional years in order for Contractor to provide continued, uninterrupted traffic signal maintenance and related services to City under the same terms and conditions as set forth in the Agreement and at the same rates, charges, and unit prices established in the Schedule of Compensation/Fees, which is set forth in Exhibit "A" of the Agreement. A copy of Contractor's February 15, 2019 letter requesting a two-year term extension is attached hereto as Attachment 1.

C. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for two (2) additional years in order for Contractor to provide for continued, uninterrupted traffic signal maintenance and related services, as defined in the Agreement, under the same terms and conditions as set forth in the Agreement and at the same rates, charges, and unit prices established in the Schedule of Compensation/Fees, which is set forth in Exhibit "A" of the Agreement, as well as to make other modifications and updates to the Agreement. The proposed two (2) year term extension now creates the need to increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$550,000.00 from \$500,000.00 to \$1,050,000.00, which sum shall not exceed \$152,000.00 and \$154,000.00 per Fiscal Year, respectively, during the two-year term extension authorized herein.

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

AGREEMENT

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of seven (7) years, commencing on July 1, 2014 and ending on June 30, 2021.

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

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Million Fifty Thousand Dollars (\$1,050,000.00), which sum shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00) for the first Fiscal Year (i.e., from July 1, 2014 through June 30, 2015, which sum shall not exceed One Hundred Thirty-Two Thousand Dollars (\$132,000.00) for the second Fiscal Year (i.e., from July 1, 2015 through June 30, 2016), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the third Fiscal Year (i.e., from July 1, 2016 through June 30, 2017), which sum shall not exceed One Hundred Seventy-One Thousand Dollars (\$171,000.00) for the fourth Fiscal Year (i.e., from July 1, 2017 through June 30, 2018), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the fifth Fiscal Year (i.e., from July 1, 2018 through June 30, 2019), which sum shall not exceed One Hundred Fifty-Two Thousand Dollars (\$152,000.00) for the sixth Fiscal Year (i.e., from July 1, 2019 through June 30, 2020), which sum shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00) for the seventh Fiscal Year (i.e., from July 1, 2020 through June 30, 2021) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

3. Amendment to Section 10.9, entitled "Prevailing Wages," of the Agreement. In accordance with recent changes in state law, Section 10.9 of the Agreement is hereby amended and restated in its entirety to read as follows:

10.9 Prevailing Wages. The City has determined that the Work and Services under the Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

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

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

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

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

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

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

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

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

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

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

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

4. Amendment to Section 10.2., entitled "Notices," of the Agreement. Section 10.2 of the Agreement is hereby amended to reflect Contractor's current address and contact information as follows:

Computer Service Company
Attention: Jerry Davis, President
855 N. Todd Avenue
Azusa, California 91702
(951) 738-1444

5. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
6. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing. (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing. (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

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[SIGNATURES ON NEXT PAGE]

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

"CITY"

CITY OF LAGUNA HILLS,

a California Municipal Corporation

By: _____

Donald J. White,
City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____

Gregory E. Simonian,
City Attorney

By: _____

Melissa Au-Young,
City Clerk

"CONTRACTOR"

COMPUTER SERVICE COMPANY, a
California Corporation

By: _____

Name: Jerry Davis,
Its: President

Date: 29 March 2019

By: _____

Name: Calvin E. Hansen,
Its: Secretary

Date: 29 March 2019

ATTACHMENT "1"

CONTRACTOR'S LETTER REQUESTING TWO-YEAR CONTRACT EXTENSION

DATED: FEBRUARY 15, 2019

FOR

CONTINUED, UNINTERRUPTED TRAFFIC SIGNAL MAINTENANCE SERVICES



February 15, 2019

Subject: Contract Extension Request

Dear Mr. Rosenfield,

CSC requests a two-year term extension of our Traffic Signal Maintenance Services Agreement, entered into on July 1, 2014, with the City of Laguna Hills and which will expire, unless extended, on June 30, 2019. CSC makes this term extension request with the understanding and acknowledgement that CSC accepts the same rates and fees as currently in place and that the requested term extension will be under the same terms and conditions as those in the current Traffic Signal Maintenance Services Agreement.

CSC values our opportunity to serve The City of Laguna Hills and we hope to continue to deliver exceptional service and meet the needs of your city. We look forward to building on the working relationship we have developed with the city and it is our hope to continue for many years to come.

In the event further information is needed or you have any concerns or comments please feel free to contact me directly.

Kind Regards,



Jerry Davis

President

(951)738-1444

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

Computer Service Company (City-Wide Traffic Signal Maintenance Services)

THIS TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and COMPUTER SERVICE COMPANY, a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed electrical and traffic signal engineering and maintenance company to provide specialized city-wide traffic signal maintenance for forty-seven (47) traffic signals and various ancillary devices through the use of commonly accepted traffic engineering principles, concepts, effective transportation planning practices, and proper traffic signal maintenance safety measures and industry protocols (the "Project").

B. Contractor has submitted to City a proposal, dated May 1, 2014, to provide professional traffic signal engineering and maintenance services to City for the Project pursuant to the terms of this Agreement.

C. Contractor is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide these traffic signal engineering and maintenance services and has agreed to provide such services to City for the Project as provided herein.

D. City desires to retain Contractor to provide such maintenance services for the Project.

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the professional traffic signal engineering and maintenance services for the Project as set forth in the Proposal/Scope of Work, dated May 1, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and

understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Contractor's signed, original Proposal/Scope of Work dated May 1, 2014 ("Contractor's Proposal") and submitted to City in response to City's Request for Proposals; and, (3) the City's Request for Proposals (RFP) dated April 2, 2014, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's Request for Proposals (RFP), which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, specifications, requirements, and provisions of the City's Request for Proposals (RFP) (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any work or services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its elected and appointed officers and officials, directors, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the traffic signal maintenance Work and Services required by this Agreement. Contractor represents and warrants

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

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

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

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

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of five hundred thousand dollars (\$500,000.00), which sum shall not exceed one hundred thousand dollars (\$100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor hereby acknowledges that it accepts the risk that the Services and Work identified in the Scope of Work may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

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

2.3 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Contractor's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Contractor may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Contractor's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of

April of any given year. In no event shall any fee adjustment as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City. If annual budget appropriations are made at less than the annual contract amount set forth in Section 2.1 above, then the actual budget appropriations shall become the maximum annual contract amount for that Fiscal Year.

3. SCHEDULE OF PERFORMANCE

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

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

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

delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Work or Services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of Work as all Work shall be authorized through task order issued by the City.

4. COORDINATION OF WORK

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

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

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

and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

5. INSURANCE

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

A. **Errors and Omissions Insurance.** Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

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

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

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event

of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

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

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

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

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

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

self-insured retentions proposed in excess of \$10,000.

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

- 5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Contractor pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.
- 5.3.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Contractor to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.
- 5.3.5 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs

the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.8 Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.9 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Contractor agrees to provide immediate notice to City of any claim or loss against

Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.

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

5.4 Verification of Coverage. Contractor shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Contractor shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

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

6.2 Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Contractor shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Contractor is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the

applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

8.4 Default of Contractor.

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

8.4.2. If the City Manager, or his designee, determines that Contractor is in

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

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

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

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

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

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees,

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

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or

copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

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

To City:

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

To Contractor :

Computer Service Company
Attention: Jeff Telander, Operations Manager
12907 E. Garvey Avenue
Baldwin Park, CA 91706
Telephone: (951) 738-1444, Ext. 8901
Facsimile: (626) 962-2521

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any

provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he is signing is bound.

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

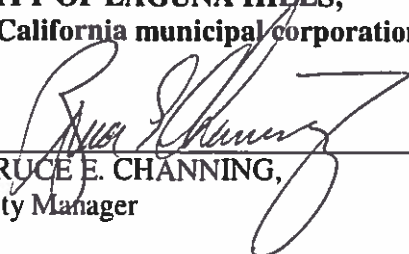
10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

///

[SIGNATURES ON NEXT PAGE]

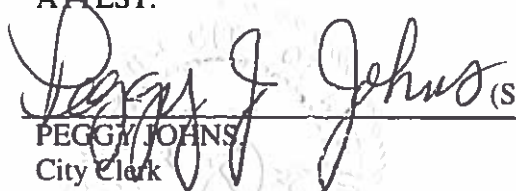
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement of the date first written above.

"CITY"
CITY OF LAGUNA HILLS,
 a California municipal corporation



 BRUCE E. CHANNING,
 City Manager

ATTEST:



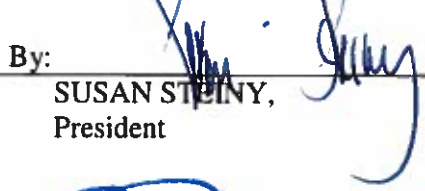
 PEGGY JOHNS
 City Clerk

APPROVED AS TO FORM:



 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
COMPUTER SERVICE COMPANY, a
 California corporation

By: 

 SUSAN STEINY,
 President

By: 

 VINCENT P. MAUCH,
 Chief Financial Officer

EXHIBIT "A"

**MAY 1, 2014 PROPOSAL/ SCOPE OF WORK
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES**

Attachment: 2014 Traffic Signal Maintenance Agr - CSC (1809 : Amendment No. 1 to Traffic Signal Maintenance Agreement)



May 1, 2014

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

Subject: REQUEST FOR PROPOSAL - TRAFFIC SIGNAL MAINTENANCE

Dear Mr. Rosenfield,

Computer Service Company ("CSC"), a Woman Owned Business, located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this proposal in response to the City of Laguna Hill's Request for Proposal dated April 2, 2014 including Addendum Number 1.

CSC has a proven track record for 35 years as an organization entirely focused on providing quality services to our customers for traffic signal system maintenance. CSC intends to use in-house personnel and equipment required to service the City of Laguna Hills's 47 traffic signal systems, 8 flashing beacons, interconnect, illuminated street name signs, guide and bridge signs, bridge underdeck lights, highway safety lighting, and city owned street name signs as outlined in the Exhibit B.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

Jeff Telander – Operations Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelande@computerservco.com



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1. Company and Organization

CSC a sister company of Steiny and Company was incorporated in 1957 and has provided traffic signal maintenance since 1979 and maintains private ownership with no anticipated bankruptcy, pending litigation, planned office closures or impending merger. CSC currently employs professional traffic signal technicians and operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. CSC is a Woman Owned Business and an equal employment opportunity company that does not discriminate against current or potential employees or applicants based on race, religion, color, age, sex, or national origin.



CSC is focused on developing a significant customer base primarily located in Southern California. Personnel are seasoned professionals with diverse field experience and training to meet the needs of our traffic signal maintenance customers. CSC's home office is centrally located at the junction of the 10 and 605 freeways, in the city of Baldwin Park and maintains equipment storage facilities in Southern California located in strategic locations, including Laguna Hills to best serve our customer base. Our offices are open from 7:00am to 5:00pm Monday thru Friday with emergency contacts available 24 hours a day. Field technician's normal working hours are from 7:00am to 5:00 pm Monday thru Friday with after hour availability on an as needed basis.

CSC currently provides services to maintain traffic signal equipment, street and parking lot lighting, cabinet and conflict monitor testing and intersection construction projects for approximately 20 cities containing up to 150 intersections serviced per customer. The following contacts are knowledgeable about CSC and can provide the City of Laguna Hills with information in association with work performed.

CSC supports the International Municipal Signal Association (IMSA) training procedures with many technicians obtaining advanced certification through in house training and participation in IMSA certification courses. The specialized experience and professional competence of CSC personnel identified as part of this RFP is reflected in the following section of this response.



2. Summary Sheet

1. Summary Sheet

See attached Exhibit D

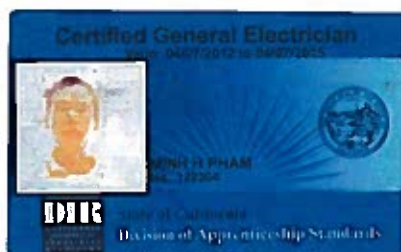
2. Personnel assigned to the Project

CSC will maintain adequate level of labor resources as required by the Scope of Work and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of Laguna Hills/Engineering Department. The designated manager will have full involvement of the work effort and conversant in its details on a day-to-day basis. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

Ralph Murillo - Maintenance Technician Lead / IMSA Field Technician Level III /NEC Certified: Ralph has been employed by CSC for 7 years as a Maintenance Technician Lead and Construction Supervisor. Ralph is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC's service areas including Orange County. Ralph will be responsible for providing approximately 80% of support for this project.



Minh Pham- Maintenance Technician Lead / IMSA Field Technician Level III /NEC Certified: Minh has been employed by CSC for 12 years as a Maintenance Technician Lead. Minh is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC's Southern Territory which covers an area servicing cities located in Orange County. Minh will be responsible for providing 20% support for this project.





Wes Sumner – Communications Systems / Engineering Technician: Wes is a Level III Technician and a valuable asset to Computer Service Company for over 30 years. He is responsible for running CSC's bench repair, test lab and is a traffic systems subject matter expert. Wes has experience with building system ready traffic cabinets and has the ability to effectively troubleshoot field cabinet, communication, video detection, microwave and fiber optic related problems. Wes is trained and uses communication systems such as; Aries, Quiknet and MICS. As requested, Wes covers "turn-on" activities for other manufacturers to meet their workload demand. Wes possesses IMSA Work Zone Safety, Level I, Level II, Level III, NEC and 170 Controller maintenance certifications.

3. Management Contacts for the City

Jeff Telander – Operations Manager: Jeff has 30+ years of experience in the transportation safety industry working for companies focused on traffic, rail and red-light signal systems such as; Intersection Development Company (US Traffic), Signal Control Company, Superior Signal Service, American Traffic Solutions, Nestor Traffic, Burlington Northern Railroad and Boston and Main / Springfield Terminal Railroad. His vast knowledge includes operational and management positions responsible for planning, engineering, construction, installation, testing, maintenance/repair, inventory, business development, marketing, programming, vendor and customer relations, staff development, product and service management. Jeff is driven by his passion for public safety, quality and customer service. He earned a Railroad Signaller Certificate and IMSA certifications in Work Zone Safety, Field Technician Levels I and II.

Justin Cataldo – Project Manager: Justin has been a valuable contributor to CSC for over 17 years including roles such as; Project Manager, Field Service Manager, Operations Manager, Maintenance Supervisor and a maintenance technician with our traffic signal construction division. Justin will be the primary contact for the City of Laguna Hills and works closely with the Field Service Manager on the daily delivery of this contract. Justin has a great deal of experience in the area of signal maintenance, ranging from emergency situations such as knockdowns to complicated signal modifications. Justin has his IMSA Work Zone Safety, Level I and Level II Certificates.

Jerry Davis – Field Service Manager: Jerry is responsible for the day to day direction, oversight and quality control of the field technicians and delivery of service on this contract. He has over 25 years of experience in the following areas: Traffic Signal Construction Tech/Foreman and Superintendent, Equipment and Crew Coordinator/Scheduler/Dispatcher, Project Engineering, Operations and Service Manager. Jerry has his IMSA Work Zone Safety, Level I and Level II Certificates.



3. Allocation of Resources and Scope of Work

The following sets forth Computer Service Company's (CSC) approach to accomplishing the tasks outlined in the Scope of Work (SOW). CSC complies with all applicable federal, state and local laws, codes, ordinances and regulations. In the case of a conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. CSC agrees to permit any authorized federal, state, county and City of Laguna Hills official access to its place of work, books, documents, papers, payroll materials, and other relevant contract-related records associated with this contract. All relevant records shall be retained for a minimum of three (3) years.



CSC will provide services for routine preventative maintenance, written inventory, extraordinary maintenance, and additional maintenance of traffic signal systems; including, furnishing of all tools, equipment, apparatus, facilities, labor services and material, and perform all work necessary to maintain traffic signal, flashing beacon, and other facilities referenced in this SOW.

CSC will provide and be equipped with spare parts sufficient to place the signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. All work performed or equipment or parts supplied by the CSC may be inspected for approval by the City Engineer, or his authorized representative. No permanent or temporary change of controller mechanisms shall be done without prior approval of the City except in case of an emergency.

CSC will assign a technician that meets City requirements and will regularly consult with the City regarding the performance of the technician or other representative of CSC. In order to efficiently keep our customers up to date with current events concerning their traffic signal system, the technician will be the primary contact with the City and will perform the services scheduled in the Scope of Services portion of the Request for Proposal.

CSC maintains an operation that covers twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, in order to effectively address and respond to both routine and emergency service requests. For the purpose of this contract, "normal hours" are defined as Monday through Friday from 7:00 a.m. to 5:00 p.m. (excluding holidays formally recognized by the City.) All requests shall be addressed by an appropriate timely response as outlined in this SOW.

CSC will ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within one (1) hour of first notification during normal working hours and two (2) hours during non-working hours. Routine requests



shall be responded to within twenty-four (24) hours of first notification unless the City agrees upon other arrangements.

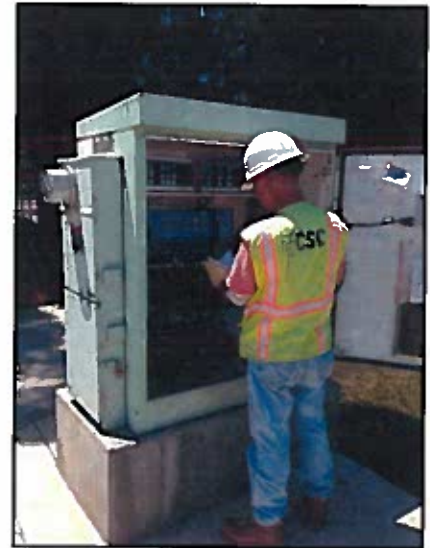
The following events shall establish an emergency condition and the following action shall be taken:

1. Events: Failure or malfunction of the traffic signal system, or interruption of normal signal operations so as to create a public hazard. This may be caused by damage from vehicle collisions or accidents, acts of nature, civil disorder, malicious mischief, vandalism, or actions of other contractors or utility companies.
2. Actions: Under these conditions, CSC will immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate safely.

CSC will notify the City Engineer or his authorized representative of any planned alterations, substitutions, or removal of any controller or component, or alteration and any emergency call outs to the operation of any signal system as outlined in the SOW.

CSC will keep a current, permanent operational record of all work performed at the intersection, including routine maintenance, emergency and non-emergency service calls, and extraordinary maintenance for traffic control or safety equipment maintain by this contract. A copy of such records will be provided to the City Engineer or his authorized representative within two (2) working days upon request.

CSC will visit and provide preventative maintenance for the City's approximately 47 traffic signals and 8 flashing beacons once a month. CSC will develop a monthly summary report containing the minimum information outlined in the SOW in cooperation with the City and submitted with the monthly invoice.



Salvaged or damaged equipment shall become the property of CSC including the proper disposal and recycling of such material unless otherwise directed by the City.

CSC will notify the City Engineer or his authorized representative, at least 48 hours in advance of any scheduled signal turn-off necessitated by CSC operations. CSC will not make any turn-off until given permission to proceed by the City Engineer or his authorized representative. Once permission is obtained, CSC will notify the City of Laguna Hills Police Department of said planned shutdown, as well as the anticipated duration of said shutdown.



CSC will guarantee the work against defective material or workmanship for a period of one (1) year from date of completion of the work. Damage due to traffic accidents, acts of nature and service power surges including those from sabotage and/or vandalism are exempt from the guarantee.

CSC will conduct work in such a manner as to minimize the disruption of traffic flow and follow the California Manual of Uniform Traffic Control Devices (CA MUTCD) standards. CSC will furnish all flaggers, barricades, barriers, lights, signs, and any other devices which may be necessary for adequate and safe traffic control.

CSC will provide a program of routine preventative maintenance of Traffic Signals and Safety Lighting System designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The routine preventative maintenance services will be provided by Personnel identified in Section above.

CSC will inspect and service each signalized intersection once a month or at the frequency outlined in the SOW. CSC will provide all material, labor and equipment, including a service bucket truck capable of performing all the required maintenance functions for each assigned technician, to perform these services. The repair or replacement of traffic signal communications and interconnect equipment not enclosed within the controller cabinet shall be considered EXTRA WORK and will require prior approval by the Engineer before work is commenced.

CSC will inspect and perform routine preventative maintenance service of Flashing Beacon locations and provide the labor, equipment and material to perform the services outlined in the SOW by Key Personnel identified in Section above.

Extraordinary maintenance as listed in the Contract Agreement includes all the labor, equipment, and materials necessary to ensure the safe and efficient operation of the City's traffic signal system that goes beyond the normal routine preventative maintenance program established by this SOW. The extraordinary maintenance, except for emergency repairs as provided for in this SOW, shall require prior written authorization from the City Engineer.

CSC maintains a lab and bench repair operation that uses certified testing procedures that are on file with the California Department of Transportation allowing for the testing of new equipment and other related technical activities as may be required. CSC has excellent facilities and tools available to assist in the repair and bench testing of existing equipment.

CSC maintains a quality assurance program for quality control and identification of continual service improvement opportunities. Methods include the review for accuracy of all service reports and invoices, periodic independent site evaluation and review sessions with assigned personal.



CSC consistently operates in a safe, workmanlike manner. Safety meetings are held on a regular basis and all safety laws are adhered to. There is no negative history to report with respect alleged significant prior or on-going contract failures, civil or criminal litigation or pending investigation involving CSC.

CSC supplies the best traffic system maintenance service possible by fulfilling each City's expectations and requirements. Since the inception of CSC in 1979, we have continued to foster an attitude and approach to customer service that provides value through care and accountability to delivery of quality services. As a result, technicians consider each City, "their City" and its care a source of personal pride. This is evidenced by the longevity of CSC in the Traffic Signal System maintenance industry and the quality services provided to our customers.

CSC maintains a "C-10" license. CSC and all its subcontractors will obtain and pay for all permits and licenses as required under this contract. CSC is a signatory to an Agreement with the International Brotherhood of Electrical Workers, local 11. The Agreement provides for classifications specific to the maintenance and repair of traffic signals and appurtenances, including street lighting systems. CSC does not currently employ Transportation Systems Electricians as they are covered under a separate agreement that CSC is not a signatory.





4. References

a) Sample of Current City Contracts

City of Lake Forest – 91 Intersections

Doug Anderson, Traffic Engineering Manager – (949) 461-3486

City of Tustin - 122 Intersections

Terry Lutz, City Engineer - (714) 731-9455

City of Laguna Niguel - 75 Intersections

Dave Rogers, Director of Public Works - (949) 362-4377

City of San Dimas - 34 Intersections

John Campbell, Public Works Maintenance Superintendent - (909) 394-6270

City of Chino Hills – 51 Intersections

Joe Dyer, Assistant City Engineer – (909) 364-2771

City of La Palma - 21 Intersections

Larry Baldwin, Engineering Technician - (714) 690-3325

City of Los Alamitos - 20 Intersections

Tony Brandyberry, Public Works Superintendent - (562) 431-3538 ext 105

City of Covina - 49 Intersections

Paul Hertz, Superintendent - (626) 384-5219

City of Monterey Park - 57 Intersections

Ray Alfonso, Assistant City Engineer - (626) 307-1330

City of Coachella - 16 Intersections

George Torres, Street Division Supervisor - (760) 398-4202

b) Recently Expired City Contracts

City of Chino - 102 Intersections

Mario Flores, Engineer - (909) 591-9828

City of Aliso Viejo - 46 Intersections

Shawn Pelletier, City Engineer - (949) 425-2533

City of Placentia - 44 Intersections

Ruth Smith - Traffic Engineer - (714) 993-8131



CITY OF LAGUNA HILLS

April 17, 2014

Computer Service Company
12907 Garvey Avenue
Baldwin Park, Ca 91706

**SUBJECT: ADDENDUM NO.1 TO REQUEST FOR PROPOSAL (RFP) FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES**

Dear Mr. Telander,

You are informed of the following changes to the subject document which are material to your Proposal.

- 1) The RFP does not make any reference to "Holiday Pay" rates in Exhibit B. If you require Holiday Pay rates, add a paragraph explanation to your fee proposal stating the details of, and when, the Holiday Pay rates would apply.
- 2) On Exhibit B, under Extraordinary Maintenance, Fee Item No. 6, manually change the quantities for the line items described and shown revised below.

6. Painting of Controller Cabinets/Signal Heads

<u>Item</u>	<u>Quantity</u>
"Clean, primer and repaint controller cabinets..."	10
"Clean, primer and repaint signal head..."	205

Proposing Firms shall return a signed copy of this Addendum No. 1 with their Proposal.

Sincerely,

Kenneth H. Rosenfield, P.E.
Director of Public Services

Received By:

Firm/Proposer Print Name

Signature

EXHIBIT D

TRAFFIC SIGNAL MAINTENANCE
CONTRACTOR / FIRMS INFORMATIONFirm Name: Computer Service Company

Firm Parent or Ownership: _____

Firm Address: 12907 E. Garvey Ave., Baldwin Park, CA 91706Firm Telephone Number: (951) 738-1444Firm Fax Number: (626) 962-2521Number of years in existence: 35

Management Contact (person responsible for direct contact with the City of Laguna Hills and services required for this Request for Proposal):

Name: Jeff Telander Title: Operation ManagerTelephone Number: (714) 981-7989 Fax: (626) 962-2521Email: jtelande@computerservco.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Justin Cataldo Title: Project ManagerTelephone Number: (714) 920-4617 Fax: (626) 962-2521Email: jcataldo@computerservco.comTypes of services provided by the firm: Traffic Signal & Streetlight
Maintenance

EXHIBIT E

TRAFFIC SIGNAL MAINTENANCE

REQUIRED CITY FORMS (Return with Proposal)

CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTSNAME OF CONTRACTOR/FIRM: Computer Service CompanyDISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:NONEDISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:NONEI declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.Signed this 1st day of May, 2014, at 12907 E. Garvey Ave.Baldwin Park, California.Name: Vincent P. MauchTitle: Chief Financial OfficerSignature: 

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of Computer Service Company
(Contractor/Firm) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Vincent P. Mauch

Title: Chief Financial Officer

Signature: 

Date: 05/01/2014

**CONTRACTOR'S STATEMENT OF ACCEPTANCE
OF
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT**

I hereby certify on behalf of Computer Service Company
(Contractor/Firm) that I/we have reviewed in full the draft Traffic Signal Maintenance Agreement, Appendix A to the Request for Proposal, understand the obligations in the Agreement and are prepared to execute the Agreement as presented in Appendix A.

Name: Vincent P. Mauch

Title: Chief Financial Officer

Signature: 

Date: 05/01/2014

EXHIBIT F**CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated August 6, 2013, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated April 2, 2014.
5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from May 1, 2014.

Name of Firm: Computer Service Company

By: 
(Authorized Signature)

Type Name: Vincent P. Mauch

Title: Chief Financial Officer

Date: 05/01/2014

Allocation of Resources City of Laguna Hills

Monthly 2014	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
Ralph Martin (909) 312-7718	PM	PM	PM	PM				PM	PM	PM	PM																	
	Service Calls																											
	Extra Ordinary Regular/Work																											
Misha Pizarro (909) 322-7416																												
	Service Calls																											
	Extra Ordinary Regular/Work																											
Vinny Nguyen																												
	After Hours On Call																											
	Available for Service Calls if needed																											
Art Torres																												
	High Priority Drive (one night to complete during first week of every month)																											



May 1, 2014

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

Subject: Exhibit B Fee Schedule

Dear Mr. Rosenfield,

Computer Service Company ("CSC"), a Woman Owned Business, located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this Exhibit B Fee Schedule in response to the City of Laguna Hill's Request for Proposal dated April 2, 2014 including Addendum Number 1.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

Jeff Telander – Operations Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelande@computerservco.com

CITY OF LAGUNA HILLS

**FEE SCHEDULE
EXHIBIT B
ROUTINE MAINTENANCE**

**MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCES,
CITY STREETLIGHTS, GUIDE SIGNS ILLUMINATED STREET NAME SIGNS,
SAFETY LIGHTS, AND CITY MONUMENT LIGHTS**

Firms Name: Computer Service Company

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems and interconnect and appurtenances Per intersection, per month:	47 Traffic Signals	\$ 65.00 Each	\$3,055.00 Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons Per location, per month:	8 Beacons locations	\$ 20.00 Each	\$ 160.00 Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights Per light, per month:	189 Lights	\$ 2.15 Each	\$ 406.35 Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs Per sign, per month:	166 ISNS	\$ 2.15 Each	\$ 356.90 Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge Per sign, per month:	4	\$ 25.00 Each	\$ 100.00 Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights Per light, per month:	28	\$ 2.25 Each	\$ 63.00 Monthly

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7	Routine inspection, preventative maintenance, and repairs of City monument lights + tree uplights Per light, per month:	117	\$ 4.50 Each	\$ 526.50 Monthly
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE				\$4,667.75 MONTHLY
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE WRITTEN IN WORDS: <u>Four thousand six hundred sixty seven and seventy five cents.</u>				

Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed. Contractor is solely responsible to understand the full scope of work and existing equipment to be maintained.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

Contractor shall note that the award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretion, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to be effective July 1st

Acknowledged:

Firm/Contractor: Computer Service Company

By: Vincent P. Mauch
Print name

Signature: 

Date: 05/01/2014

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**CITY OF LAGUNA HILLS
Schedule (continued)
EXTRAORDINARY MAINTENANCE**

The description of extraordinary maintenance is provided per the provision of the scope of work.

Firms Name: Computer Service Company

1.	Labor	Regular Time	Overtime
	Signal Maintenance Superintendent	\$ 95.00	\$ 142.00
	Signal Maintenance Technicians	\$ 80.00	\$ 120.00
	Field Traffic Signalman	\$ 76.00	\$ 114.00
	Laborer	\$ 70.00	\$ 105.00
	Painter	\$ 70.00	\$ 105.00
	Engineer Technician	\$ 95.00	\$ 142.00
	Interconnect/Communications Specialist - Ethernet	\$ 95.00	\$ 142.00
2.	Equipment	Rate Per Hour	
	Flex Lift (Hydraulic Boom)	\$ 170.00	
	Pickup Truck	\$ 18.00	
	Service Truck	\$ 22.00	
	Service Ladder Truck	\$ N/A	
	Boom Ladder Truck (Man Lift) (Bucket Truck)	\$ 32.00	
	Concrete Saw and Water Truck	\$ 40.00	
	Compressor with Tools	\$ 25.00	

The following EXTRAORDINARY MAINTENANCE quantities are estimates only and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

3.	Controller, Cabinet and Appurtenances	Unit Quantity	Unit Cost	Total Cost
	Installation of new, fully wired Type P cabinet	2	\$28,000	\$ 56,000
	Paint all signal heads, back plates, housings and visors within 18 months	47 Intersections	\$1,900	\$ 89,300
	Installation of new NEMA type TS1 controller	2	\$4,000	\$ 8,000

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Major upgrade of existing controller cabinet (excluding controller) such as painting, rewiring, auxiliary equipment upgrades including rack-mounted detection and new signal monitor		2	\$5,000	\$ 10,000
Type III service – stainless steel		4	\$2,850	\$ 11,400
Replace splice cabinet stainless steel		4	\$1,550	\$6,200
Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)		10	\$2,700	\$27,000
Individual replacement of detectors in controller as needed		10	\$350.00	\$ 3,500
Installation of new LCD-12P Signal Monitor unit as needed		4	\$950.00	\$ 3,800
Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)		2	\$1,100	\$ 2,200
Annual Conflict Monitor Testing		47	\$85.00	\$ 3,995
Replacement of Inoperable Conflict Monitors		2	\$950.00	\$ 1,900
4.	All 12" Vehicle Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace red ball LED display		50	\$89.00	\$ 4,450
Replace red arrow LED display		50	\$86.00	\$ 4,300
Replace yellow ball LED display		20	\$90.00	\$ 1,800
Replace yellow arrow LED display		20	\$ 86.00	\$ 1,720
Replace green ball LED display		40	\$125.00	\$ 5,000
Replace green arrow LED display		40	\$115.00	\$ 4,600
Replace red Programmable Visor (PV) LED		10	\$128.00	\$ 1,280
Replace yellow Programmable Visor (PV) LED		10	\$120.00	\$ 1,200
Replace green Programmable Visor (PV) LED		10	\$190.00	\$ 1,900
5.	Pedestrian Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace pedestrian push button signing		10	\$35.00	\$ 350.00
Replace pedestrian module kits (countdown only)		32	\$350.00	\$ 11,200
Replace pedestrian push buttons		4	\$105.00	\$ 420.00
Paint Pedestrian Heads/Frameworks per intersection		10	\$ 60.00	\$ 600.00

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6.	Painting of Controller Cabinets/Signal Heads	Unit Quantity	Unit Cost	Total Cost
	Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City	205 50	\$550.00	\$27,500
	Clean, primer, and repaint signal head and mounting surfaces per industry standard color as approved by City	50 205	\$145.00	\$29,725
7.	Replacing Detection	Unit Quantity	Unit Cost	Total Cost
	Install 6' round three- or four-turn Type E loop detectors including sawcut lead-in	52	\$410.00	\$21,320
	Purchase, installation and replacement of video detection camera	4	\$4,200	\$16,800
8.	Battery Back-up System	Unit Quantity	Unit Cost	Total Cost
	Back-up unit	1	\$4,400	\$4,400
	Batteries	8	\$260.00	\$2,080
9.	Traffic Signs/ISNS/Lighting	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of regulatory and warning signs on poles/mast arms	10	\$220.00	\$2,200
	Purchase, installation and replacement of 6' ISNS LED complete with premium printed panels	48	\$2,700	\$129,000
	Purchase, installation and replacement of 8' ISNS LED complete with premium printed panels	6	\$2,700	\$16,200
	Purchase, installation and replacement of Inoperable Safety Light	10	\$450.00	\$4,500
	Replacement of City Owned Street Light / Guide sign Light	10	\$450.00	\$4,500
	Purchase, installation and replacement of Inoperable ISNS Light	10	\$85.00	\$850.00
10.	Interconnect Installation and Replacement	Unit Quantity	Unit Cost	Total Cost
	Furnish & install 2" conduit with pull boxes and pull rope		(LF)	
	Bore under sidewalk/street	1,000	\$22.00	\$22,000
	Trenched in dirt	1,000	\$10.00	\$10,000
	Wheeled in asphalt	1,000	\$34.00	\$34,000

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Furnish & install 3" conduit with pull boxes and pull rope				
	Bore under sidewalk/street	1,000	\$29.00	\$ 29,000
	Trenched in dirt	1,000	\$17.00	\$ 17,000
	Wheeled in asphalt	1,000	\$42.00	\$ 42,000
Furnish & install interconnect cable(s)				
	6 pair #22 cable	500	\$ 1.00	\$ 500.00
	12 pair #22 cable	1,000	\$ 2.00	\$ 2,000
	25 pair #22 cable	2,500	\$ 3.00	\$ 7,500
Furnish & install pull boxes or splice pedestals				
	#5 pull box	10	\$225.00	\$ 2,250
	#6 pull box	10	\$294.00	\$ 2,940
	Splice pedestals with locks – stainless steel	10	\$1,850	\$18,500
	Replace lock assembly on splice pedestals	10	\$ 30.00	\$ 300.00
Furnish & install termination/connector equipment in splice pedestals				
	Terminal block for #22 cable	10	\$110.00	\$ 1,100
Interconnect cable connections including verification of operation				
	6/12/25 pair #22 connections	20	\$30.00	\$ 600.00
	Interconnect/communications troubleshooting	100	\$105.00	\$ 10,500
11.	Construction Response	Unit Quantity	Unit Cost	Total Cost
	Response to construction site timing adjustments/ signal flash	10	\$105.00	\$ 1,050
12.	Underground Alert Responses/ Marking of Facilities	Unit Quantity	Unit Cost	Total Cost
	Response to all USA Underground Alert requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs	50	\$200.00	\$ 10,000

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13.	Monuments	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of in-ground tree/wall upright unit to match existing	10	\$320.00	\$ 3,200
	Purchase, installation and replacement of above-ground tree/wall upright unit to match existing	10	\$345.00	\$ 3,450
	Purchase, installation and replacement of inoperable upright bulb	20	\$ 95.00	\$ 1,900
	Purchase, installation and replacement of inoperable monument light bulb	10	\$ 95.00	\$950.00

All extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to task order issued by the City.

The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement. Thereafter, annually, effective July 1st, the fees may be adjusted consistent with the consumer price index (CPI) for the Los Angeles / Orange County fee for the logging 12 months as of the April CPI report, as solely approved by City.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretions, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to the effective July 1st.

Acknowledged:

Firm/Contractor: Computer Service Company

By: Vincent P. Mauch
Print name

Signature: 

Date: 05/01/2014

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EXHIBIT "B"**CITY OF LAGUNA HILLS
REQUEST FOR PROPOSALS
FOR
TRAFFIC SIGNAL MAINTENANCE****DATED: APRIL 2, 2014****Attachment: 2014 Traffic Signal Maintenance Agr - CSC (1809 : Amendment No. 1 to Traffic Signal Maintenance Agreement)**



CITY OF LAGUNA HILLS

**REQUEST FOR PROPOSAL
FOR
TRAFFIC SIGNAL MAINTENANCE**

APRIL 2, 2014

CITY OF LAGUNA HILLS
REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE

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CITY OF LAGUNA HILLS
REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE

The City of Laguna Hills ("City") seeks proposals from qualified firms for Traffic Signal Maintenance.

Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City.

The use of the term "firm" throughout this document means individual proprietorship, partnership, limited liability company, corporation or joint venture.

By submitting a project proposal, the proposer agrees to all of the terms of the RFP and Agreement (Appendix A), unless exceptions to the RFP or Agreement are stated by the proposer in its project proposal. The successful proposer will be required to enter into an Agreement (Appendix A) which will include the requirements of this RFP as well as other requirements. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

1. ABOUT THE CITY

The City of Laguna Hills is located in southern Orange County, California, in the area commonly referred to as the Saddleback Valley, with a population of approximately 31,000 encompassing 6.7 square miles. The City of Laguna Hills fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1991, operates under the Council/Manager form of government and is considered a contract city. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected annually from among the Council Members. The Council meets on the 2nd and 4th Tuesdays of each month.

The firm's principal contact with the City of Laguna Hills will be Kenneth Rosenfield, P.E., Director of Public Services, (949) 707-2655 or a designated representative, who will coordinate the assistance to be provided by the City of Laguna Hills to the proposer.

City Hall is located at 24035 El Toro Road, Laguna Hills, California 92653. The telephone number is (949) 707-2600, and the fax is (949) 707-2633. The City website address is www.ci.laguna-hills.ca.us.

2. **PROPOSAL SCHEDULE**

The schedule is as follows:

Proposals Due at City Hall	May 1, 2014 4:00 p.m.
Negotiations Complete/ Agreement signed by Proposer	May 20, 2014
City Council Selection*	May 27, 2014
First Working Day	July 1, 2014 12:01 a.m.

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. **PROCEDURE FOR SUBMITTING PROJECT PROPOSALS**

A. **Time, Place and Format**

Proposals must be received at City Hall no later than 4:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 4:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected. Proposals must:

- not be folded, tabbed or bound
- show page numbers for all pages in the proposal
- include 3 copies punched for a standard 3-ring binder and placed in the binders
- be on 8-1/2"x11", 20-24 lb. white paper (do not submit covers)
- be submitted in one or more envelopes, each of which clearly:
 - ✓ states "Traffic Signal Maintenance Proposal"

- ✓ identifies the proposer
- ✓ states the number of the envelope and the total number of envelopes submitted by the proposer
- Includes Exhibits D, E & F
- the envelope must be addressed as follows:

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

Proposals must address the requirements of the RFP in the exact order set forth in Section 4. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Opening of Responses

All proposals will be opened and considered within ten days after the deadline date shown in Section 2, using evaluation procedures set forth in Appendix B.

4. DATA TO BE SUBMITTED WITH PROJECT PROPOSALS

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (Representative authorized to sign an Agreement for your firm) and Project Manager (person responsible for day-to-day management of the project).

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Summary Sheet

1. This section of the proposal must include a fully-completed copy of the Summary Sheet included with this RFP (Exhibit D).
2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the project.
3. Provide the resumes of the Management Contact with the City and the Project Manager (person responsible for day-to-day work on the project).

D. Allocation of Resources

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the Allocation of Resources.

E. Scope of Work

Proposals must address all items set forth in Section 5 "Scope of Work, Exhibit A and Exhibit C." Additional information which, in your opinion, should be included must be clearly identified.

F. References

Each firm must include the following references:

1. List similar services performed as the prime consultant for all similar organizations/entities (not to include the City of Laguna Hills) in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.
2. List all similar public agencies (not to include the City of Laguna Hills) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

G. **Certification of Proposals and Required City Forms**

Return a copy of the entire completed certification properly executed and required city forms as provided for in Appendix E and Appendix F.

5. **SCOPE OF WORK**

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement and shall conform to Exhibits A through F, inclusive, attached hereto. The firm is solely responsible to research, review and understand the full scope of work to be done to the City's satisfaction.

The Scope of Work is expected to be completed within 5 years. At the City's option, the Agreement may be extended for one additional term of 5 years.

6. **DATA TO BE SUBMITTED WITH COST PROPOSALS**

A separate, sealed Cost Proposal shall be submitted with the Project Proposal. The separate, sealed envelope shall be marked "**Cost Proposal – Traffic Signal Maintenance**" and shall include Exhibit B with a transmittal letter.

Compensation and rates shall not be changed for the first two years of the Contract. Thereafter, a change in compensation, not to exceed 5% and equal to the Consumer Price Index change for the LA/OC area for the logging 12 months as of April, may be considered by the City.

7. **GENERAL REQUIREMENTS**

A. **Personnel**

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of project). The successful proposer may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

B. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

C. Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.

D. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

E. Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

F. Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

G. Conflict of Interest

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her

termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

H. Confidential Information

The City shall refrain from releasing Proposer's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Proposer of its intention to release Proprietary Information. Proposer shall have five (5) working days after receipt of the Release Notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Proposer fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

8. TERM

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years commencing on July 1, 2014, and ending on June 30, 2019.

EXHIBIT A
SCOPE OF WORK
CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE SPECIFICATIONS

I. SCOPE OF WORK

A. General Description

The traffic signal maintenance contractor ("Contractor" or "Firm") shall perform routine scheduled maintenance, extraordinary maintenance, emergency repairs and technical support for the City of Laguna Hills ("City") traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but, not be limited to, all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, pan/tilt/zoom cameras, detection cameras, loops and all related hardware at all City signalized intersections and City street lights, underdeck lights, guide sign lights and City monument lights.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four (24) hour, on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections with an established checklist. The Contractor shall recognize these traffic signals, warning devices, and highway safety lighting as critical safety devices to the public; timely response to requests and completion of repairs is imperative.

B. Specifications

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Services, or his authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

C. Compensation For Maintenance

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit B and shall include, as appropriate, all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Director of Public Services or his authorized representative. All extraordinary maintenance requires City authorization per Task Order prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

II. CONTRACTOR REQUIREMENTS

A. Facilities

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operational following ordinary trouble calls. The Contractor shall have on-hand at least five (5) spare Econolite ASC/3-2100 NEMA controllers which are Centracs system-compatible (includes controller software updates and ethernet ready) and five (5) spare NEMA Conflict Monitors available for deployment within the City. The Contractor shall also have at least two (2) spare battery sets to replace failed Battery Back-Up Units.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City. Contractor shall have and monitor a local telephone number, fax number and email address.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for NEMA controllers.

B. Personnel

The Contractor shall provide at least two (2) full-time Transportation System Electricians to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Services or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of Econolite ACS/3-2100 controllers and its integrated operation with Econolite Centracs (monitoring central master) and Actellis Data Transmitters including software compatibility and timing functions.

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night rides for Illuminated Street Name Signs (ISNS), safety lighting, City owned street lights, monuments or other work as required. Monthly

night inspections for safety lighting, City owned street lights, Battery Backup Systems, ISNS and monuments will be conducted after dusk and overtime rates shall not apply to these activities.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or the standards established per the contract.

C. Service Requests 24-Hour Phone Access

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including replacement of burned-out vehicles indications, adjustments of turned signal heads, repair of vehicle detectors (video and loop) repair of controller malfunctions or any damage creating a public hazard. Contractor vehicles shall also carry portable stop signs should City request this installation for blacked out signals. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

The Contractor shall subscribe to Underground Services Alert (USA) on-line interconnect notifications to receive direct request or notices for identification of City underground facilities and respond within 48 hours to such notices.

D. Response Criteria for Requested Services

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the contact, and within two (2) hours during non-working hours of the contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Photos shall be taken of any damage and submitted

with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

E. Additions To System

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

F. Maintenance Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

1. **Each Intersection.** The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, pre-emptive control, or similar equipment. Existing operational records shall also be maintained for historical purposes.

The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form as approved by City, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

2. **Office Records.** The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four (24) hour period. This record shall include the date and time of day the work was performed at each intersections, the description of work performed, and the name of the technician(s) that performed the work.

Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City. This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

- 3. Activities Report.** Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

- Location of each separate service
- Date and approximate time for the service
- Reason for the service
- Identification of the type of service (Routine, Extraordinary and/or Emergency)
- Status of repair (complete or temporary)
 - For Temporary—Estimated date of final repairs
- Who called in the request for service
- Name of technicians(s) performing the service
- Number of hours spent for each service

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

- 4. Citywide Underground References.** Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans in response to U.S.A. callouts. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

G. City Notification of Changes in Traffic Signal Equipment or Operation

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Services or his authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

H. Shut Downs

Contractor shall notify Laguna Hills Police Services (Orange County Sheriff's Department) and the Director of Public Services or his authorized representative of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Services or his authorized representative.

I. Type of Signal System Equipment

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

J. Warranty Service

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company except for new ISNS which shall carry a five (5) year warranty. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

K. Traffic Control

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:30 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD—Latest Version) published by the State of California, Department of Transportation, the standards as contain in the "Work Area Traffic Control Handbook" (WATCH—latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public

Services to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of four (4) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components. All staff shall, at all times, wear ANSI 107-2010, class III safety vests.

III. ROUTINE MAINTENANCE

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

A. Monthly Inspection

Contractor shall clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit, for City approval, a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.
2. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.

3. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.
4. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of vehicles, bicycles and pedestrians and adjust or repair as necessary to restore intended operation and inspect pan/tilt/zoom cameras. This includes the splicing (or re-splicing) of detector loops and the replacement of pedestrian buttons as needed.
5. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.
6. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.
7. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.
8. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.
9. Check Battery Back-up Systems for proper operation and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall

be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.

10. Check the operation of the Emergency Vehicle Pre-Emption (EVP) equipment in the cabinet.
11. Inspection of illuminated street name signs, guide signs, safety lights, monument lights and City owned street lights shall include at least one night-time inspection each month with replacement lamps as required in addition to the timely replacement of burned-out lamps as reported or observed. The Contractor shall notify the City of any sign panels or housing in need of refurbishment or replacement.
12. Inspect the operation of the flashing beacons and make any repairs or replacement of lights as required.

B. Quarterly Maintenance (Every Three Months)

1. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired. Clean the lenses of video detection cameras and EVP units.

C. Semi Annual Maintenance (Every Six Months)

1. Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months. Clean the housing and lenses of pan/tilt/zoom cameras.

D. Yearly Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

1. Conflict Monitor

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a

schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

2. Emergency Vehicle Pre-emption (EVP)

The optical detector lens shall be cleaned quarterly according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City.

3. Battery Back-Up System

Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

4. Traffic Signal Controller Software

Contractor shall annually verify and update records of current software or firmware for the Econolite ASC/3 controllers and the Centrac system. This includes the spare controllers that the Contractor maintains for emergency replacement of failed controllers. All updates of controllers that require shut-down of the signal shall be coordinated with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.

5. Painting

- a) Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.
- b) Within 18 months of the beginning of this Agreement, Contractor shall re-paint 100% of all signal faces, visors, housings and back plates per the fee schedule
- c) Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance.

E. Repair and Replacement

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

F. Loop Detector Replacement

Once it is determined and the City has issued a task order, that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

G. Lamps and Lighting

Contractor shall furnish and replace all illuminated street name sign lamps and safety lighting lamps at all traffic signals, flashers, street lights, under-deck lights, monument lights, and guide sign lights based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI Standard C78. Safety lighting shall be replaced with the equivalent per the existing lamp. Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed.

The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance and shall be warranted for 5-years of services.

H. Conflict Monitors

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor

that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

I. Battery Back-up Systems

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

J. Emergency Service

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of red lamps is an emergency call. The replacement of burned-out lamps (other than red) need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

K. Payment for Routine Maintenance

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per signalized intersection, flashing beacon, highway safety light, guide signs, city owned street lights and illuminated street name sign, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

IV. EXTRAORDINARY MAINTENANCE

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient

operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section III.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs. The work shall be subject to City issuance of a task order and will be scheduled during regular hours whenever possible, City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

1. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation.
2. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components.
3. Replacement of batteries for battery back-up systems.
4. LED module replacements.
5. Pedestrian indication replacements.
6. Painting of cabinets and signal heads (except for the initial painting per the fee schedule).
7. New lenses and framework.
8. Signal loop detector replacement.
9. Video detection camera replacement.
10. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing).
11. Replacement when said equipment becomes obsolete or deteriorates beyond repair.
12. Pan/tilt/zoom camera replacement.
13. ISNS LED sign complete replacement.
14. Monument, tree, wall unit complete replacement.

Other Extraordinary Scope of Work

Contractor response to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect shall be billed as extraordinary maintenance.

Contractor may be required to assist in the final inspection of new installation or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

A. Notifications

On a monthly basis, the Contractor shall report to the Director of Public Services or his authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Services or his authorized representative's written authorization via a task order, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance Task Orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with the exemption given to Task Orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

B. Emergencies

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City or Orange County Sheriff's Department and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Services or his representative.
2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City to the City storage.
3. If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation, and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while the Contractor

repairs the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

4. If the Contractor representative must leave a blacked out signal location that has stop signs, the technician shall use the police panel switch to set a flash operation when the power is restored. Contractor shall schedule a follow-up visit to turn off the flash and restore normal traffic signal operation when the power is available.

C. Underground Service Alert

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the Director of Public Services, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

D. Traffic Signal Master/Interconnect

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the Econolite Centrac's traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

E. Painting

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray

painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance. In the first 18 months of this Agreement, Contractor shall repaint 100% of all of the above described equipment per the fee schedule.

F. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such repairs required beyond the scope of routine maintenance as follows. Any work not invoiced by the Contractor within 90 days of completion of the work shall not be paid.

1. Materials

The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the approval of the Director of Public Services, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.

2. Direct Labor

Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances per intersection. City shall pay the Contractor for such hours of extraordinary maintenance at the rates specified on Exhibit B of the Contract. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

3. Equipment

City shall pay Contractor for equipment used in extraordinary maintenance on a per-hour basis as specified in Exhibit B of the Contract and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on Exhibit B of the Contract for per-hour rates.

No additional compensation shall be paid for transporting the equipment to or from the job site.

V. OTHER

A. Labor Strike

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in the City. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide comparable continuous service as if there were no strike. Failure to do so will cause the City to take whatever actions are deemed necessary to provide such service and the costs will be borne by the Contractor.

B. Permits And Licenses

The Contractor shall procure all permits and license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. No fees will be charged for City-related projects.

C. Patents

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

VI. EQUIPMENT REPLACEMENT

The replacement of any equipment or material utilized in fulfillment of this Agreement shall be of the highest quality and premium standard equipment available to the City's satisfaction. Contractor shall submit up to three recommendations with manufacturers information for City review, approval and selection of the equipment and materials. City shall solely select the equipment or materials, regardless of cost, and Contractor shall then purchase and install the equipment in accordance with the fee schedule without any change in compensation.

EXHIBIT "B"
FEE SCHEDULE

(RETURN IN FEE PROPOSAL ENVELOPE)
ALONG WITH A TRANSMITTAL LETTER

CITY OF LAGUNA HILLS

**FEE SCHEDULE
EXHIBIT B
ROUTINE MAINTENANCE**

**MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCES,
CITY STREETLIGHTS, GUIDE SIGNS ILLUMINATED STREET NAME SIGNS,
SAFETY LIGHTS, AND CITY MONUMENT LIGHTS**

Firms Name: _____

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems and interconnect and appurtenances Per intersection, per month:	47 Traffic Signals	\$ Each	\$ Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons Per location, per month:	8 Beacons locations	\$ Each	\$ Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights Per light, per month:	189 Lights	\$ Each	\$ Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs Per sign, per month:	166 ISNS	\$ Each	\$ Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge Per sign, per month:	4	\$ Each	\$ Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights Per light, per month:	28	\$ Each	\$ Monthly

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7	Routine inspection, preventative maintenance, and repairs of City monument lights + tree uplights Per light, per month:	117	\$ Each	\$ Monthly
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE				\$ MONTHLY
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE WRITTEN IN WORDS: _____ _____ _____				

Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed. Contractor is solely responsible to understand the full scope of work and existing equipment to be maintained.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

Contractor shall note that the award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretion, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to be effective July 1st

Acknowledged:

Firm/Contractor: _____

By: _____
Print name

Signature: _____

Date: _____

-Continue next page-

CITY OF LAGUNA HILLS
Schedule (continued)
EXTRAORDINARY MAINTENANCE

The description of extraordinary maintenance is provided per the provision of the scope of work.

Firms Name: _____

1.	Labor	Regular Time	Overtime
	Signal Maintenance Superintendent	\$	\$
	Signal Maintenance Technicians	\$	\$
	Field Traffic Signalman	\$	\$
	Laborer	\$	\$
	Painter	\$	\$
	Engineer Technician	\$	\$
	Interconnect/Communications Specialist - Ethernet	\$	\$
2.	Equipment	Rate Per Hour	
	Flex Lift (Hydraulic Boom)	\$	
	Pickup Truck	\$	
	Service Truck	\$	
	Service Ladder Truck	\$	
	Boom Ladder Truck (Man Lift)	\$	
	Concrete Saw and Water Truck	\$	
	Compressor with Tools	\$	

The following EXTRAORDINARY MAINTENANCE quantities are estimates only and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

3.	Controller, Cabinet and Appurtenances	Unit Quantity	Unit Cost	Total Cost
	Installation of new, fully wired Type P cabinet	2	\$	\$
	Paint all signal heads, back plates, housings and visors within 18 months	47 Intersections	\$	\$
	Installation of new NEMA type TS1 controller	2	\$	\$

-Continue next page-

Major upgrade of existing controller cabinet (excluding controller) such as painting, rewiring, auxiliary equipment upgrades including rack-mounted detection and new signal monitor		2	\$	\$
Type III service – stainless steel		4	\$	\$
Replace splice cabinet stainless steel		4		
Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)		10	\$	\$
Individual replacement of detectors in controller as needed		10	\$	\$
Installation of new LCD-12P Signal Monitor unit as needed		4	\$	\$
Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)		2	\$	\$
Annual Conflict Monitor Testing		47	\$	\$
Replacement of Inoperable Conflict Monitors		2	\$	\$
4.	All 12" Vehicle Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace red ball LED display		50	\$	\$
Replace red arrow LED display		50	\$	\$
Replace yellow ball LED display		20	\$	\$
Replace yellow arrow LED display		20	\$	\$
Replace green ball LED display		40	\$	\$
Replace green arrow LED display		40	\$	\$
Replace red Programmable Visor (PV) LED		10	\$	\$
Replace yellow Programmable Visor (PV) LED		10	\$	\$
Replace green Programmable Visor (PV) LED		10	\$	\$
5.	Pedestrian Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace pedestrian push button signing		10	\$	\$
Replace pedestrian module kits (countdown only)		32	\$	\$
Replace pedestrian push buttons		4	\$	\$
Paint Pedestrian Heads/Frameworks per intersection		10	\$	\$

-Continue next page-

6.	Painting of Controller Cabinets/Signal Heads	Unit Quantity	Unit Cost	Total Cost
	Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City	205	\$	\$
	Clean, primer, and repaint signal head and mounting surfaces per industry standard color as approved by City	50	\$	\$
7.	Replacing Detection	Unit Quantity	Unit Cost	Total Cost
	Install 6' round three- or four-turn Type E loop detectors including sawcut lead-in	52	\$	\$
	Purchase, installation and replacement of video detection camera	4	\$	\$
8.	Battery Back-up System	Unit Quantity	Unit Cost	Total Cost
	Back-up unit	1	\$	\$
	Batteries	8	\$	\$
9.	Traffic Signs/ISNS/Lighting	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of regulatory and warning signs on poles/mast arms	10	\$	\$
	Purchase, installation and replacement of 6' ISNS LED complete with premium printed panels	48	\$	\$
	Purchase, installation and replacement of 8' ISNS LED complete with premium printed panels	6	\$	\$
	Purchase, installation and replacement of Inoperable Safety Light	10	\$	\$
	Replacement of City Owned Street Light / Guide sign Light	10	\$	\$
	Purchase, installation and replacement of Inoperable ISNS Light	10	\$	\$
10.	Interconnect Installation and Replacement	Unit Quantity	Unit Cost	Total Cost
	Furnish & install 2" conduit with pull boxes and pull rope		(LF)	
	Bore under sidewalk/street	1,000	\$	\$
	Trenched in dirt	1,000	\$	\$
	Wheeled in asphalt	1,000	\$	\$

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Furnish & install 3" conduit with pull boxes and pull rope				
	Bore under sidewalk/street	1,000	\$	\$
	Trenched in dirt	1,000	\$	\$
	Wheeled in asphalt	1,000	\$	\$
Furnish & install interconnect cable(s)				
	6 pair #22 cable	500	\$	\$
	12 pair #22 cable	1,000	\$	\$
	25 pair #22 cable	2,500	\$	\$
Furnish & install pull boxes or splice pedestals				
	#5 pull box	10	\$	\$
	#6 pull box	10	\$	\$
	Splice pedestals with locks – stainless steel	10	\$	\$
	Replace lock assembly on splice pedestals	10	\$	\$
Furnish & install termination/connector equipment in splice pedestals				
	Terminal block for #22 cable	10	\$	\$
Interconnect cable connections including verification of operation				
	6/12/25 pair #22 connections	20	\$	\$
	Interconnect/communications troubleshooting	100	\$	\$
11.	Construction Response	Unit Quantity	Unit Cost	Total Cost
	Response to construction site timing adjustments/ signal flash	10	\$	\$
12.	Underground Alert Responses/ Marking of Facilities	Unit Quantity	Unit Cost	Total Cost
	Response to all USA Underground Alert requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs	50	\$	\$

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13.	Monuments	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of in-ground tree/wall upright unit to match existing	10	\$	\$
	Purchase, installation and replacement of above-ground tree/wall upright unit to match existing	10	\$	\$
	Purchase, installation and replacement of inoperable upright bulb	20	\$	\$
	Purchase, installation and replacement of inoperable monument light bulb	10	\$	\$

All extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to task order issued by the City.

The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement. Thereafter, annually, effective July 1st, the fees may be adjusted consistent with the consumer price index (CPI) for the Los Angeles / Orange County fee for the logging 12 months as of the April CPI report, as solely approved by City.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretions, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to the effective July 1st.

Acknowledged:

Firm/Contractor: _____

By: _____
Print name

Signature: _____

Date: _____

-Continue next page-

CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE
LISTING OF WORK SITES
EXHIBIT C

TRAFFIC SIGNAL LOCATIONS

#	INTERSECTION	EAST/WEST STREET	VENDOR	MODEL	SAFETY LIGHTS SIZE (WATTS)			PTZ CAMERAS
	NORTH/SOUTH STREET				NW/C	NE/C	SW/C	SE/C
1	ALISO HILLS	ALICIA	ECONOLITE	ASC 3	---	250	200	250
2	ALISO HILLS	LA PAZ	ECONOLITE	ASC 3	250	200	---	250
3	AVE CARLOTA	EL TORO	ECONOLITE	ASC 3	250	250	250	1
4	AVE CARLOTA	LOS ALISOS	ECONOLITE	ASC 3	200	200	200	250
5	AVE CARLOTA	PASEO DE VALENCIA	ECONOLITE	ASC 3	310	250	310	1
6	AVE CARLOTA	PLAZA LN	ECONOLITE	ASC 3	250	250	250	250
7	AVE CARLOTA	RIDGE ROUTE	ECONOLITE	ASC 2S	250	250	---	250
8	AVE CARLOTA	VIA PUERTA	ECONOLITE	ASC 2S	250	250	250	---
9	BRIDLEWOOD	OSO	ECONOLITE	ASC 3	250	200	200	1
10	CABOT	EL PASEO	ECONOLITE	ASC 3	250	---	250	250
11	CABOT	NELLIE GAIL	ECONOLITE	ASC 3	250	250	250	---
12	CABOT	OSO	ECONOLITE	ASC 3	250	250	250	250
13	CABOT	PASEO DE VALENCIA	ECONOLITE	ASC 3	250	250	250	---
14	CABOT	RAPID FALLS	ECONOLITE	ASC 2S	200/200	250/250	250/250	---/250
15	COMMUNITY CENTER	ALICIA	ECONOLITE	ASC 3	250	250	250	250
16	COSTEAU	ALICIA	ECONOLITE	ASC 3	250	250	250	400
17	DEL LAGO	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250
18	HON	ALICIA	ECONOLITE	ASC 3	400	250	250	400
19	INDIAN HILL	LAGUNA HILLS	ECONOLITE	ASC 2S	250	200	200	250
20	McINTYRE	LA PAZ	ECONOLITE	ASC 3	250	250	200	250
21	MILL CREEK	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250
22	MOULTON	ALICIA	ECONOLITE	ASC 3	250	250	250	1
23	MOULTON	EL PACIFICO	ECONOLITE	ASC 3	200	250	250	200
24	MOULTON	GLENWOOD	ECONOLITE	ASC 3	250	250	250	250
25	MOULTON	LA PAZ	ECONOLITE	ASC 3	250	250	250	250

**CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE
LISTING OF WORK SITES
EXHIBIT C**

FLASHING BEACON LOCATIONS CONTINUED

- 4 LA PAZ AT PASEO DE VALENCIA - E/B ADVANCED
- 5 MOULTON AT VIA LOMAS - S/B ADVANCED
- 6 OSO AT BRIDLEWOOD - W/B ADVANCED
- 7 PASEO DE VALENCIA AT LAGUNA HILLS - S/B SCHOOL
- 8 PASEO DE VALENCIA AT MACKENZIE - N/B SCHOOL

BRIDGE UNDERDECK LIGHTS/GUIDE SIGNS LOCATIONS

- 1 LA PAZ ROAD UNDERPASS OF I-5
- 2 EL TORO ROAD UNDERPASS OF I-5
- 3 SIGN BRIDGE SOUTHBOUND I-5 AT EL TORO ROAD OFF RAMP

ENTRY MONUMENT LOCATIONS

- 1 ALICIA PARKWAY WESTERLY OF I-5
- 2 LA PAZ ROAD WESTERLY OF I-5
- 3 OSO PARKWAY WESTERLY OF CABOT ROAD
- 4 MOULTON PARKWAY NORTHERLY OF NELLIE GAIL ROAD
- 5 MOULTON PARKWAY SOUTHERLY OF LAKE FOREST DRIVE
- 6 ALL FOUR CORNERS OF EL TORO ROAD AT REGIONAL CENTER DRIVE INCLUDING ALL MONUMENT, TREE AND WALL LIGHTS
- 7 MEDIAN ISLAND MONUMENTS AND TREE UPLIGHTS ON EL TORO ROAD FROM PASEO DE VALENCIA TO AVENIDA DE LA CARLOTA

CITY STREET LIGHTS

- 1 MEDIAN ISLAND DOUBLE ARM LIGHTS ON EL TORO ROAD FROM PASEO DE VALENCIA TO AVENIDA DE LA CARLOTA

EXHIBIT D
TRAFFIC SIGNAL MAINTENANCE
CONTRACTOR / FIRMS INFORMATION

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Laguna Hills and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

EXHIBIT E

TRAFFIC SIGNAL MAINTENANCE

REQUIRED CITY FORMS (Return with Proposal)

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONTRACTOR/FIRM: _____

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:_____
_____DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:_____
_____I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this _____ day of _____, at _____

_____, California.

Name: _____

Title: _____

Signature: _____

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

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

Name: _____

Title: _____

Signature: _____

Date: _____

**CONTRACTOR'S STATEMENT OF ACCEPTANCE
OF
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT**

I hereby certify on behalf of _____
(Contractor/Firm) that I/we have reviewed in full the draft Traffic Signal Maintenance Agreement, Appendix A to the Request for Proposal, understand the obligations in the Agreement and are prepared to execute the Agreement as presented in Appendix A.

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT F**CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated August 6, 2013, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated April 2, 2014.
5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from May 1, 2014.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019

TO: Mayor and Council Members

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

ISSUE: Award of Contract for Graffiti Removal, Facilities Inspection, and On-Call General Maintenance and Repair Services

RECOMMENDATION: That the City Council award the Maintenance Services Agreement for graffiti removal, facilities inspection, and on-call general maintenance and repair services to West Gate Contractor in the low bid amount of \$149,340.00 and authorize the Mayor to execute the Maintenance Services Agreement.

SUMMARY:

In accordance with the City's Procurement Code, Staff prepared a Bid Package for the subject work and issued it to the contracting community. Bids for the subject project were opened on February 26, 2019, at which time one bid was received. The bidder, West Gate Contractor, Inc., provided a bid in the amount of \$149,340, provided satisfactory references, is licensed for the contemplated work and was satisfactorily interviewed by Staff. Award of the contract to West Gate Contractor, Inc., in the bid amount of \$149,340, is recommended.

BACKGROUND:

In accordance with the City's Procurement Code, Staff prepared a Bid Package for the subject work and issued it to the contracting community. The Scope of Work includes "graffiti removal, facilities inspection, and on-call general maintenance and repair services." This work is necessary, based upon City issued Task Orders, to address occasional needs for 1) area inspections for graffiti identification, 2) graffiti removal and painting, 3) night time lighting function inspections of City parks, open space and trail

Award of Contract for Graffiti Removal, Facilities Inspection, On-Call General Maintenance

April 9, 2019

Page 2

under crossings, 4) metal detector based inspections of playground sand features, 5) wood fencing repairs, 6) plumbing repairs, 7) electrical repairs, 8) playground surfacing repairs and 9) general maintenance services.

On February 26, 2019, one bid for the Graffiti Removal, Facilities Inspection, and On-Call General Maintenance and Repair Services was received. The bidder was West Gate Contractor, Inc., in the bid amount of \$149,340. Staff did anticipate that a very limited number of contractors would provide bids for the requested mix of services due to the nature of the requested on-call work and the known fact that the contracting industry is virtually at full employment. While more than one bid would be desirable, a single bid is acceptable provided the cost of service and experience of the contractor meets the City's needs.

The bidder, West Gate Contractor, Inc., provided satisfactory references, and is licensed to perform the contemplated work. Staff also interviewed the contractor to validate that the firm could address the contemplated on-call work. Staff is satisfied that West Gate Contractor possesses the experience and skills to perform the Scope of Work.

The City Attorney's office has prepared the attached Maintenance Services Agreement for the subject work which includes the Contractor's Proposal, attached as Exhibit A, and the City's Notice Inviting Bids and Specifications, attached as Exhibit B. Approval of the Agreement is recommended.

FISCAL IMPACT:

The Maintenance Services Agreement is proposed to include an annual maximum compensation value of \$175,000. Staff proposes to include operating budget values totaling \$150,000 for the work associated with this Agreement in the Fiscal Year 2019-2020 Operating Budget.

ATTACHMENTS:

- Maintenance Services Agreement

MAINTENANCE SERVICES AGREEMENT
West Gate Contractor dba West Gate Building Contractor
Graffiti Removal, Facilities Inspection &
On-Call General Maintenance and Repair Services

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of May 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and WEST GATE CONTRACTOR, a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified and experienced company capable of performing graffiti removal, facilities inspection, and on-call general maintenance and repair services for public facilities, including, but not limited to, painting, carpentry, masonry, fencing and gating, plumbing, electrical, park inspections, maintenance and repairs, lighting inspections, maintenance and repairs, as well as to perform other similar repair, maintenance, and cleaning services for certain public facilities, on an as-needed, on-call individual Task Order basis only (the "Project").

B. In response to City's Notice Inviting Bids and Specifications for Graffiti Removal, Facilities Inspection, and On-Call General Maintenance and Repair Services, dated January 23, 2019, Contractor has submitted to City a proposal, dated February 26, 2019, to provide graffiti removal, facilities inspection, and on-call general maintenance and repair services for public facilities, as well as to perform other similar repair, maintenance, and cleaning services for certain public facilities, on an as-needed, on-call individual Task Order basis only, to City for the Project pursuant to the terms and conditions of this Agreement.

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

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

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

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform graffiti removal, facilities inspection, and on-call general maintenance and repair services for public facilities, including, but not limited to, painting, carpentry, masonry, fencing and gating, plumbing, electrical, park inspections, maintenance and repairs, lighting inspections, maintenance and repairs, as well as to perform other similar repair, maintenance, and cleaning services for certain public facilities, on an as-needed, on-call individual Task Order basis only, to City for the Project as set forth in Contractor's Proposal/Scope of Work, dated February 26, 2019, and as set forth in the City's Notice Inviting Bids and Specifications for Graffiti Removal, Facilities Inspection, and On-Call General Maintenance and Repair Services, dated January 23, 2019, which are each attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's Notice Inviting Bids and Specifications for Graffiti Removal, Facilities Inspection, and On-Call General Maintenance and Repair Services, dated January 23, 2019, and, (3) the Contractor's signed, original Proposal/Scope of Work dated February 26, 2019 ("Contractor's Proposal"), including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Rates and Unit Prices, submitted to City in response to City's Notice Inviting Bids and Specifications for the Project, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's Notice Inviting Bids and Specifications for the Project, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Notice Inviting Bids and Specifications for the Project, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Notice Inviting Bids and Specifications for the Project (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

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

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

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

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

1.9 Prevailing Wages.

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

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

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

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

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

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

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

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

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

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

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

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

1.10 Water Quality Management and Compliance.

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

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

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

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws,

regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

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

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

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

1.11 Compliance with Public Contracts Code. The Parties expressly understand, acknowledge and agree that in accordance with the Public Contract Code, the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code, performed by Contractor under this Agreement shall be limited to Task Orders of \$5,000 or less; and that the Work or Services for a "Public Project," as defined by Section 20161 of the Public Contract Code estimated to be in excess of \$5,000 shall be subject to a separate public works Invitation for Bid (IFB) and, pursuant to State law, shall be competitively bid. It is understood, acknowledged and agreed by the Parties that competitive bidding for public works contracts for "Public Projects" over \$5,000 is required. (Cal. Pub. Cont. Code § 20162.)

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates/Unit Prices set forth in Contractor's Proposal/Scope of Work, but not exceeding the total maximum annual contract amount of One Hundred Seventy Five Thousand Dollars (\$175,000.00) (hereinafter referred to as the "Maximum Annual Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges and unit prices set forth in Exhibit "A" attached hereto. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work shall remain fixed and unchanged for the first operating year of the term of this Agreement (i.e., from May 1, 2019, through June 30, 2020). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on May 1, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

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

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project Task Order by the City. Furthermore, Contractor hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a Task Order will be issued to Contractor. Moreover, execution of this Agreement by the City shall not entitle Contractor to any form of payment or compensation from the City without City first having issued a project Task Order.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy

proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

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

4.5 PERS Eligibility Indemnification.

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

responsibility of the City.

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

5. INSURANCE

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

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

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

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

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise

under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.12.6 Contractor agrees to provide immediate written notice to City of any claim,

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract

Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

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

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

the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

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

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

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

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

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

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

obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Contractor : West Gate Contractor dba West Gate Building Contractor
 Attention: Christopher Chun, President
 3612 Green Avenue, Suite 4
 Los Alamitos, CA 90720
 Telephone: (714) 393-9334

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

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

10.7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

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

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS,
 a California municipal corporation

 DORE J. GILBERT, M.D.,
 Mayor

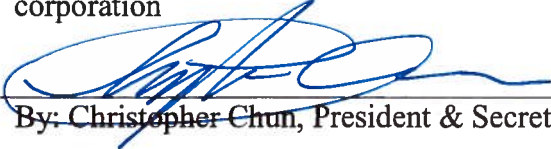
ATTEST:

 MELISSA AU-YEUNG,
 City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONTRACTOR"
West Gate Contractor dba West Gate
Building Contractor, a California
 corporation


 By: Christopher Chun, President & Secretary

Attachment: Maintenance Services Agreement (1828 : Award of Contract for Graffiti Removal, Facilities Inspection, On-Call General

EXHIBIT “A”**CONTRACTOR’S PROPOSAL/ SCOPE OF WORK****DATED: February 26, 2019**

**SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES**

CONTRACTOR'S NAME: WEST GATE CONTRACTOR

CITY OF LAGUNA HILLS

**BID PROPOSAL FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL
MAINTENANCE AND REPAIR SERVICES**

TO CITY OF LAGUNA HILLS:

The undersigned CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR agrees to enter into the attached Draft Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

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

CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

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

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

CONTRACTOR acknowledges that it is the City's intention to Award a Maintenance Services Agreement for graffiti removal, facilities inspection, and on-call general maintenance and repair services for a period commencing on or about March 2019 and ending on June 30, 2024.

CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

CONTRACTOR'S NAME: WEST GATE CONTRACTOR DATE FEBRUARY 26, 2019

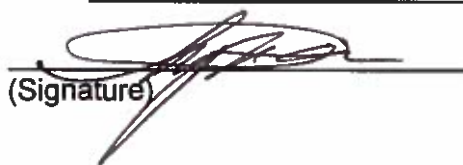
CONTRACTOR'S ADDRESS:

3612 GREEN AVENUE, SUITE NO. 4

LOS ALAMITOS, CA. 90720

BY CHRISTOPHER CHUN

TITLE PRESIDENT


(Signature)

PHONE (714) 393-9334

BY CHRISTOPHER CHUN

TITLE PRESIDENT


(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

**California Notarial
Loose Certificate
Attached**

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

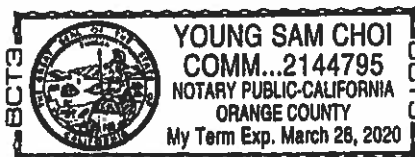
COUNTY OF ORANGE

On 2/26, 2019 before me, Young Sam Choi Notary Public,
personally appeared Christopher Chun

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature : Y. S. Choi (Seal)

----- OPTIONAL -----

Description of Attached Document

Title or Type of Document : BID Proposal

Number of Pages : _____ Document Date : _____

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name WEST GATE CONTRACTOR

Business Address 3612 GREEN AVENUE, SUITE 4, LOS ALAMITOS, CA 90720

FAX No. () N/A

Telephone (714) 393-9334

E-Mail address: CHRISCHUN.WESTGATE@GMAIL.COM

State Contractor's License No. and Class 718353, B, C-33

Original Date Issued 02/01/1996 Expiration Date 09/30/2020

Years this Company has been in the Maintenance Business 5

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

CHRISTOPHER CHUN / PRESIDENT

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

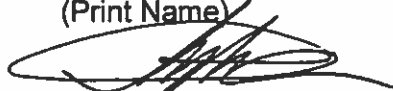
NONE

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

NONE

BY CHRISTOPHER CHUN

(Print Name)



(Signature)

TITLE PRESIDENT

DATE 02/25/2019

Continued next page

CONTRACTOR'S NAME: WEST GATE CONTRACTOR

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which CONTRACTOR has current contracts for maintenance services:

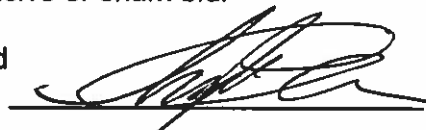
1. Agency: LOS ANGELES COMMUNITY COLLEGE DISTRICT
 Address: 770 WILSHIRE BLVD, LOS ANGELES, CA. 90017
 Telephone: 213-891-2285
 Primary Contact Person/Title: JOHN ODA / FACILITIES PROJECT MANAGER
 Years of service with this Agency: 4 Type of Work: GENERAL CONSTRUCTION
 Term of Agreement: 1 YR Expiration Date: 12/31/2019
2. Agency: N/A
 Address: N/A
 Telephone: N/A
 Primary Contact Person/Title: N/A
 Years of service with this Agency: N/A Type of Work: N/A
 Term of Agreement: N/A Expiration Date: N/A
3. Agency: N/A
 Address: N/A
 Telephone: N/A
 Primary Contact Person/Title: N/A
 Years of service with this Agency: N/A Type of Work: N/A
 Term of Agreement: N/A Expiration Date: N/A

Continued next page

CONTRACTORS NAME: WEST GATE CONTRACTORNONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BIDSTATE OF CALIFORNIA)
) SS
COUNTY OF)

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

Signed


CHRISTOPHER CHUN

Name (print)

PRESIDENT

Title

02/26/2019

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENTCalifornia Notarial
Loose Certificate
Attached

Continued next page

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

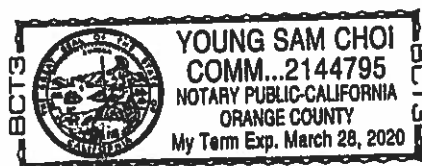
COUNTY OF ORANGE

On 2/26, 2019 before me, Young Sam Choi Notary Public,
personally appeared Christopher Chun

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature : Y. S. Choi (Seal)

----- OPTIONAL -----

Description of Attached Document

Title or Type of Document : Non Collusion Affidavit

Number of Pages : _____ Document Date : _____

CONTRACTOR'S NAME WEST GATE CONTRACTOR

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL
MAINTENANCE AND REPAIR SERVICES

SERVICES TO BE PROVIDED ONLY UPON ISSUANCE OF A TASK ORDER

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1	Weekly (Monday) Graffiti Inspection And Report.	Each	52	470	\$24,440.00
2	Service Call Dispatch Fee per day for Graffiti Removal.	Each	40	140	\$5,600.00
3	Graffiti Removal or Paint Over (as approved).	Square Feet	3000	7	\$21,000.00
4	General Maintenance and Repair Services for Incidental Maintenance. (In addition, materials to be charged at cost plus 15% only).	Labor Hour	1000	62	\$62,000.00
5	Pressure wash, clean, and seal playground rubberized surfacing.	Square Feet	3500	5	\$17,500.00
6	Quarterly inspection of lighting in Parks, Open Space and Tunnels.	Each	4	500	\$2,000.00
7	Quarterly metal detector checks of playground areas at 14 City Parks.	Each	4	4,200	\$16,800.00

TOTAL BID IN FIGURES: \$ 149,340.00

TOTAL BID IN WORDS: ONE HUNDRED FORTY NINE THOUSAND THREE HUNDRED FORTY DOLLARS

AND ZERO CENTS

Continued Next Page

BID PROPOSAL

IN WITNESS WHEREOF, contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 26 day of FEBRUARY, 2019.

NOTE: CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LHMC 3-08.090 and 3-080.100.

CONTRACTOR NAME: WEST GATE CONTRACTOR

By CHRISTOPHER CHUN
 Print

 Signature
PRESIDENT
 Title

Signatures to be Notarized,
 Attach ACKNOWLEDGMENT

**California Notarial
 Loose Certificate
 Attached**

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

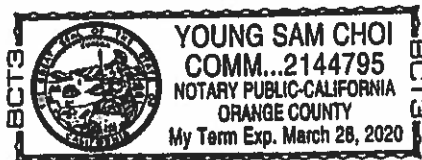
COUNTY OF ORANGE

On 2/26, 2019 before me, Young Sam Choi Notary Public,
personally appeared Christopher Chun

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature : [Handwritten Signature] (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document : BID Proposal

Number of Pages : _____ Document Date : _____

EXHIBIT “B”

CITY OF LAGUNA HILLS

NOTICE INVITING BIDS AND SPECIFICATIONS

FOR

GRAFFITI REMOVAL, FACILITIES INSPECTION

AND

ON-CALL GENERAL MAINTENANCE AND REPAIR SERVICES

DATED: JANUARY 23, 2019

Attachment: Maintenance Services Agreement (1828 : Award of Contract for Graffiti Removal, Facilities Inspection, On-Call General



CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-
CALL GENERAL MAINTENANCE AND REPAIR SERVICES

JANUARY 23, 2019

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

(949) 707-2651



**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS
FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL
GENERAL MAINTENANCE AND REPAIR SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as AGENCY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated project in strict accordance with the Specifications and Contract Documents on file in the City Clerk's Department of the City of Laguna Hills.

Bids will be received by the City of Laguna Hills until 2:00 pm on the 26th day of February 2019, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL MAINTENANCE AND REPAIR SERVICES - DO NOT OPEN WITH REGULAR MAIL."**

The City seeks to retain the services of a qualified and experienced company capable of performing the work of graffiti removal, facilities inspection, and on-call general maintenance and repair services for public facilities, including, but not limited to, painting, carpentry, masonry, fencing and gating, plumbing, electrical, park inspections, maintenance and repairs, lighting inspections, maintenance and repairs, as well as to perform other similar repair, maintenance, and cleaning services for certain public facilities, on as-needed, on-call individual Task Order basis only (the "Project").

The Agency reserves the right, after opening bids, to reject any or all bids or to procure the services for Project consistent with the City's procurement procedures and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of forty-five (45) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. Bidders will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document.

Notice Inviting Sealed Bids
Page 2

At the time of contract award, the contractor shall possess a State of California Contractor's License as necessary to perform the work herein described. The City requires either the

State Compensation Insurance Fund or a carrier rated B+ or above for Worker's Compensation Insurance.

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

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

Complete sets of Specifications may be obtained by request at no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Specifications can be mailed for \$10.00 (Ten dollars) per set, or call for express delivery rates. You may obtain information regarding the bid record and who has purchased plans and specifications by accessing the City's website at www.lagunahillscsca.gov, clicking on "Doing Business, Bid Opportunities," and then clicking on the specific project in which you are interested. You may also access the website after the bid date to obtain information regarding the bid results.

Dated this 23rd day of January 2019.

CITY OF LAGUNA HILLS, CALIFORNIA


MELISSA AU-YEUNG, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL
MAINTENANCE AND REPAIR SERVICES

1. BID PROPOSAL FORMS

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

2. NON-COLLUSION AFFIDAVIT

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

3. PROPOSAL BID SHEET

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

4. DELIVERY OF BID PROPOSAL

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

5. IRREGULAR BID PROPOSALS

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

6. TAXES

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

7. DISQUALIFICATION OF CONTRACTORS

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

8. INTERPRETATION OF DOCUMENTS

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

9. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of the contract documents and shall be returned with them. Before submitting its Bid Proposal, each contractor shall inform themselves as to whether or not any addenda have been issued, and

failure to cover in this bid any such addenda issued, may render his bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

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

Any Contractor submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications and Draft Maintenance Services Agreement for Graffiti Removal, Facilities Inspection & On-Call General Maintenance and Repair Services, and to full compliance therewith.

11. AWARD OF MAINTENANCE SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a contractor for the Project and grant a Maintenance Services Agreement in accordance with the following provisions of the LHMC.

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

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

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

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

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

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

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

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

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

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

the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

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

3-08.100 Best qualified vendor.

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

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and

local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

At the time of award of the Maintenance Services Agreement, the successful Contractor shall hold a Contractor's License or a combination of licenses, as required to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of forty-five (45) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Contractor to whom the award is contemplated. No Contractor may withdraw his Bid Proposal for a period of forty-five (45) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached Draft Maintenance Services Agreement.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the contractor shall sign a Compensation Insurance Certificate which is included with the Maintenance Services Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

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CITY OF LAGUNA HILLS
SCOPE OF WORK
FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL
MAINTENANCE AND REPAIR SERVICES

SCOPE OF WORK

Section A - Objectives

Primary objectives of the On-call General Maintenance and Repair Services are, on an as-needed, on-call individual Task Order basis only, to:

- Each Monday, survey the City to identify any instances of graffiti, photograph each location with geocoding and provide a written report to City.
- Within 24 hours of the identification of graffiti resulting from the above weekly Monday survey, or otherwise upon the issuance of a Task Order for graffiti removal, fully remove (or paint over if so further directed – see below) graffiti from a variety of surfaces, as directed, through any means necessary to fully and completely remove the objectionable material without damage to the underlying in-situ material. All work to be performed in accordance with the strictest interpretation of Water Quality Regulations. Only at locations in which the City determines that Graffiti removal cannot be performed without damage to the underlying material, apply paint, to any variety of surfaces, with a matching paint color and type of paint as appropriate for the surface being painted, to fully and completely cover the graffiti, utilizing the smallest rectangular area of painting to accomplish the obliteration of the graffiti.
- On a schedule as identified upon issuance of a Task Order, provide personnel to conduct the work of graffiti removal, facilities inspection, and on-call general maintenance and repair services for public facilities, including, but not limited to, painting, carpentry, masonry, fencing and gating, plumbing, electrical, park inspections, maintenance and repairs, lighting inspections, maintenance and repairs, as well as to perform other similar repair, maintenance, and cleaning services for certain public facilities, on an as-needed basis (the "Project").
- On a schedule as identified upon issuance of a Task Order, pressure wash, clean, and seal existing playground rubberized surfacing to include cleaning with a sanitizing solution and sealing of the surface with an ultraviolet protective clear seal appropriate for the material.
- Perform quarterly night inspection of the 14 City Parks, one open space area and three equestrian tunnels to determine the status of all lighting facilities. Provide

written report to City. Perform replacement of LED fixtures and/or light bulbs and minor electrical repairs as directed upon the issuance of a Task Order.

- Perform quarterly inspection of the 14 City Park playgrounds to perform a metal detector check and removal of foreign objects from sand play areas specific to each Park. Provide a written report to City.

Section B – Specifications

1. Definition of Terms

a. Agreement

Term “Agreement” refers solely to the Maintenance Services Agreement and all of its component parts as noted therein for this Project.

b. City

Term “City” or “Agency” shall mean the City of Laguna Hills, California, its officers, employees, or representatives. The Director of Public Services shall serve as the primary point of contact on behalf of the City.

c. Contractor

Term “Contractor” shall mean the proposer, person, company, corporation, vendor or partnership, its officers, employees or representatives, performing General Maintenance and Repair Services under Contract with the City.

d. City Park

Term “City Park” shall mean any of the 14 City owned and maintained public parks to include both Neighborhood and Sports Parks, regardless of size or types of amenities as depicted on the vicinity map and listing in Appendix I.

e. Hours of work

The hours of work for the Project shall be limited to 8:00 am to 5:00 pm, Monday to Friday, except for nighttime lighting inspections. No work is to be performed on Saturday, Sunday or Holidays unless specifically authorized by City. No overtime labor charges shall be accepted or paid regardless of when the work is performed.

f. May

Term “May” shall be permissive.

g. Shall

Term "Shall" shall be mandatory.

h. Specifications

Term "Specifications" shall mean this entire document and any applicable sections of work quality specifications as solely determined by the Director of Public Services to include, but not be limited to, Part 2, Construction Materials, and Part 3, Construction Methods, of the 2018 Edition of the Standard Specifications for Public Works Construction, and any amendments thereto; and Title 10, Building Construction, in its entirety, of the Laguna Hills Municipal Code.

i. Water Quality Regulations

Term "Water Quality Regulations" shall mean the strictest compliance with all State and Local water quality requirements including, but not limited to, the State of California General Construction Permit for Water Quality, the current San Diego Regional Water Quality Control Board NPDES Permit for the City, the current Santa Ana Regional Water Quality Control Board NPDES Permit for the City and the City Municipal Code.

2. Work Requested by Task Order

On an as-needed, on-call individual Task Order basis only shall work be provided. Work shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified for General Maintenance and Repair Services in accordance with the Unit Price Bid. Where indicated in the Unit Price Bid, specific activities allow the Contractor to invoice the Unit Price Bid, inclusive of all costs described above, plus the cost of materials marked up by 15%, subject to submission of receipts; specifically Bid Item 2 – General Maintenance and Repair Services. Contractor shall provide his own yard for parking, maintenance, and storage of all equipment outside the City of Laguna Hills.

3. Water

Contractor shall furnish all water required for performance of this Contract by first making arrangements with the governing water district and shall pay all fees and comply with all requirements thereof. No additional compensation shall be allowed therefore.

4. Communications

Contractor shall provide 1) a monitored toll-free local telephone number with 24-hour access for response to emergency calls, 2) a toll-free facsimile (FAX) telephone number, 3) a cellular telephone contact for field staff and 4) a primary email address for sending

Task Orders and receiving Completion Reports. No work shall be performed without the issuance of a Task Order by the City. The sending of a Task Order shall be deemed delivered upon the completion of a FAX or the Issuance of an email. Upon arrival at the scene of work, Contractor shall photograph the work area prior to performing work and, upon completing work shall photograph the completed work. A description of the completed work, the unit time and cost of the work and the photographs shall be sent to a designated City email address on the day the work is completed for information purposes. The costs incurred for Communications shall be included in various other items of work and no additional compensation shall be allowed therefore.

5. Graffiti Removal

Contractor shall perform weekly inspections, every Monday morning, of "graffiti hotspots" as designated by the City (see Appendix I), photograph the findings with a geocode of the location and report them to City for a determination of the action to be taken. Report shall be issued on the same day as the inspection and sent to a designated City email address and to a designated Orange County Sheriff's Department Sergeant. City and Contractor will confer on that same Monday morning to determine the actions to be taken. Contractor shall be prepared to proceed with the graffiti removal that day as directed.

Graffiti Removal shall be completed within 24 hours of the issuance of a Task Order by City. If the City so designates a particular Graffiti as a high priority, it shall be removed within 12 hours of notice. Graffiti Removal shall include the full and complete elimination of the identified paint or other materials, including stickers or other advertisements, from a variety of surfaces, through any means necessary to remove the objectionable material without damage to the underlying original materials, to the City's satisfaction, including, if so directed by City, the option to paint over the graffiti with color matching paint suitable for the underlying material. This work shall include returning to the site as directed to repeat the graffiti removal process at no additional cost until the work is accepted by City. Contractor shall be responsible for any damages caused by their operations and shall rectify the damage to the City's satisfaction.

This category of work may also be applied by the City for non-graffiti general clean-up of sidewalks, bus stops, benches and picnic tables as directed.

All work is to be performed in accordance with strictest interpretation of State and City Water Quality Regulations. All wash water shall be directed to a landscape planter or otherwise collected and recycled with no wash water allowed to enter into a drainage facility including gutters, drains or catch basins.

Should the City direct the removal of Graffiti from private property, no work shall be performed without first securing permission from the property owner to perform the work or as otherwise directed by City.

Payment for the work of weekly graffiti inspections shall be per the Unit Price Bid per weekly inspection.

Payment for the work of graffiti removal, including paint over of graffiti, shall be per the Service Call Dispatch Fee Unit Price Bid per day of call out (not to include the Monday morning directed work of graffiti removal when the Contractor is already on site) plus the Graffiti Removal Unit Price Bid per square feet, as measured by right angles of the smallest feasible rectangular removal area, and all work shall include furnishing all labor, equipment, tools, fuel, vehicles, materials, travel time, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified and no additional compensation will be allowed therefore. The Service Call Dispatch Fee Unit Price Bid shall only apply to "graffiti removal or paint over," upon issuance of a Task Order, shall only be charged a single time for one day of services, and shall not apply to any other work described herein.

6. Painting

Painting shall be performed upon the issuance of a Task Order on any type of surface as so directed by City. Painting shall not be a substitute for Graffiti Removal processes described above unless specifically approved by City. Contractor shall first prepare the area to be painted to remove dirt, oil, grease and other materials that would limit the adhesion of paint, sand and prepare the surface in accordance with the paint manufacturer's recommendations and these Specifications, paint a base or seal coat as necessary to fully and completely cover and eliminate ghosting or bleed through of the material, and paint two coats of paint that is 100% color matched to the surrounding painted surfaces. No paint shall be allowed to spill, drop or splatter onto other adjacent surfaces and shall be fully removed should this occur. Paint shall be of the highest quality commercial grade paint as approved by City. Contractor shall provide a paint submittal for approval. Payment for this work shall be per the Unit Price Bid and shall include furnishing all labor, equipment, tools, vehicles, fuel, travel time, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified and no additional compensation will be allowed therefore, except paint materials shall be invoiced at cost plus 15% for this work with receipts provided.

7. General Maintenance and Repair

General Maintenance and Repair shall be performed upon the issuance of a Task Order including, but not limited to, painting, carpentry, masonry, fencing and gating, plumbing, electrical, park inspections, maintenance and repairs, lighting inspections, maintenance and repairs, as well as to perform other similar repair, maintenance, and cleaning services for certain public facilities, on an as-needed basis. Payment for this work shall be per the Unit Price Bid or per a project specific fixed cost proposal as requested by City, for labor and equipment, with the time charged for the work to be rounded down to the lowest 15 minute increment and shall include furnishing all labor, equipment, tools, vehicles, fuel,

travel time, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto in conformance with the Specifications and to perform all work necessary as directed and no additional compensation will be allowed therefore, except materials shall be invoiced at cost plus 15% for this work with receipts provided.

8. Playground Rubberized Cleaning and Sealing

Upon issuance of a Task Order for a specific Park location, the playground area shall be fenced off from public access, the existing rubberized surfacing of the playground shall be pressure washed and scrubbed with a sanitizing solution to remove surface dirt and embedded foreign materials and the surfacing shall then be sealed with an ultraviolet resistant material appropriate to rejuvenate the rubber surfacing as recommended by the manufacturer and approved by the City. The work shall be performed in accordance with National Playground Safety Institute Guidelines and these Specifications and shall not reduce the safety characteristics of the surfacing. Payment for this work shall be per the Unit Price Bid and include furnishing all labor, equipment, tools, fuel, vehicles, travel time, materials, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified and no additional compensation will be allowed therefore.

9. Quarterly Lighting Inspections

Upon the issuance of a Task Order, Contractor shall perform night inspections of all lighting facilities in all City Parks, one open space and three tunnels on a quarterly basis and issue a report of any outages with specific detail as to the location and type of light that is not functioning. Lighting includes, but is not limited to, walkway, pathway, parking lot, area lighting, building mounted lighting, decorative lighting and sports field lighting. The City Parks include: Veeh Ranch Park, San Remo Park, Santa Vittoria Park, Beckenham Park, Stockport Park, Clarington Park, Community Center and Sports Complex Park, Costeau Park, Knotty Pine Park, El Conejo Park, Mackenzie Park, Mendocino Park, Mandeville Park and Cabot Park. The one open space included is on the north side of La Paz Road from Moulton Parkway to Alameda Avenue. Tunnels include Moulton Parkway northerly of La Paz Road, La Paz Road easterly of Moulton Parkway and Oso Parkway westerly of Nottingham Court. Please see the Appendix I for a location map. Payment for this work shall be per the Unit Price Bid and include furnishing all labor, equipment, tools, fuel, vehicles, travel time, materials, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified and no additional compensation will be allowed therefore. No overtime labor charges shall be allowed or paid.

10. Quarterly Metal Detector Checks

Upon the issuance of a Task Order, Contractor shall perform quarterly metal detector checks at all City Park playgrounds, remove any foreign materials identified and issue a report of the findings with detail as to the location and type of materials removed and

disposed. The City Parks include: Veeh Ranch Park, San Remo Park, Santa Vittoria Park, Beckenham Park, Stockport Park, Clarington Park, Community Center and Sports Complex Park, Costeau Park, Knotty Pine Park, El Conejo Park, Mackenzie Park, Mendocino Park, Mandeville Park and Cabot Park. Payment for this work shall be per the Unit Price Bid and include furnishing all labor, equipment, tools, fuel, vehicles, travel time, materials, insurance, supervision, disposal costs, reporting costs, and all other items incidental thereto and to perform all work necessary as specified and no additional compensation will be allowed therefore.

Section C – Standards of Performance

All work shall be performed in accordance with these Specifications, as defined, to the satisfaction of the City, in accordance with the standards of NPSI, where applicable, in accordance with any and all State Contractor Licensing requirements, and in accordance with all applicable laws, regulations and codes. The costs incurred for complying with the Standards of Performance shall be included in various other items of work and no additional compensation shall be allowed therefore.

Section D - Equipment

Contractor shall supply his own equipment as necessary to complete the work in an efficient and effective manner as solely determined by City. All equipment shall be in good working order and shall be maintained in a neat and clean manner. No storage of equipment shall be allowed within the City of Laguna Hills and all equipment shall be removed from the City at the end of each work day. The costs incurred for Equipment shall be included in various other items of work and no additional compensation shall be allowed therefore.

Section E - Schedule

The Contractor shall schedule all work to the City's satisfaction during normal business hours and days of 8:00 am to 5:00 pm, Monday to Friday, except for nighttime lighting inspections. Travel lane closures, if any, shall not occur before 9:00 am or remain closed past 4:00 pm on any day. The costs incurred for Schedule shall be included in various other items of work and no additional compensation shall be allowed therefore. No overtime labor charges shall be allowed or paid. No travel time charges shall be allowed for any work herein.

Section F - Disposal

Contractor shall dispose of all debris at a legal dump site and shall only contract with CR&R Waste and Recycling Services, 1 (800) 826-9677, for the provision of dumpsters or other disposal services, as needed. The costs incurred for Disposal shall be included in various other items of work and no additional compensation shall be allowed therefore.

Section G - Inspections

1. Inspections

Inspections of the Contractor's work will be performed by City on a regular basis and in response to complaints. Contractor shall meet monthly with a representative of the City to review their work. Any correction work required as a result of any inspection by the City shall be accomplished to the satisfaction of the City within 24 hours of the notification of the deficiency. The cost of meetings shall be included in various other items of work and no additional compensation will be allowed therefore.

2. Public Convenience and Safety

Contractor shall conduct all work in a manner to minimize inconvenience and interference with public access to public facilities and shall obey all traffic regulations and the California Vehicle Code. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Contractor shall utilize best practices for traffic control as represented in the Caltrans Traffic Manual or Work Area Traffic Control Handbook, as applicable. The costs incurred for Public Convenience and Safety shall be included in various other items of work and no additional compensation shall be allowed therefore.

Section H – Prevailing Wages

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

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are

available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (Appendix II) sample draft Maintenance Services Agreement.

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Continued Next Page

CONTRACTOR'S NAME: _____

CITY OF LAGUNA HILLS

**BID PROPOSAL FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL
MAINTENANCE AND REPAIR SERVICES**

TO CITY OF LAGUNA HILLS:

The undersigned CONTRACTOR hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Notice Inviting Bids, Specifications, and Maintenance Services Agreement therefore, and to perform all work in the manner and time prescribed therein.

CONTRACTOR declares that this Bid Proposal is based upon careful examination of the work site, Notice Inviting Bids, Specifications, and Maintenance Services Agreement. If this Bid Proposal is accepted for award, CONTRACTOR agrees to enter into the attached Draft Maintenance Services Agreement with City at the unit and/or lump sum prices set forth in the following Proposal Bid Sheets.

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

CONTRACTOR agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the CONTRACTOR will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

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

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

CONTRACTOR acknowledges that it is the City's intention to Award a Maintenance Services Agreement for graffiti removal, facilities inspection, and on-call general maintenance and repair services for a period commencing on or about March 2019 and ending on June 30, 2024.

CONTRACTOR acknowledges that the scope and units of work on the Proposal Bid Sheets are approximate descriptions and estimates of work to be performed on an annual basis during the term of this Project, that the work shall only be performed on an as-needed, on-call individual Task Order basis only and no quantity of work or payment to Contractor is guaranteed to be authorized or granted by the City.

CONTRACTOR'S NAME: _____ DATE _____ 2019

CONTRACTOR'S ADDRESS:

BY _____

TITLE _____

(Signature)

PHONE (____) _____

BY _____

TITLE _____

(Signature)

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor Name _____

Business Address _____

FAX No. (____) _____ Telephone (____) _____

E-Mail address: _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Years this Company has been in the Maintenance Business _____

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

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

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

BY _____
(Print Name)

(Signature)

TITLE _____

DATE _____

Continued next page

CONTRACTOR'S NAME: _____

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which CONTRACTOR has current contracts for maintenance services:

1. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____
2. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____
3. Agency: _____
 Address: _____
 Telephone: _____
 Primary Contact Person/Title: _____
 Years of service with this Agency: _____ Type of Work: _____
 Term of Agreement: _____ Expiration Date: _____

Continued next page

CONTRACTORS NAME: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY CONTRACTOR AND
SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

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

Signed

Name (print)

Title

Date

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

Continued next page

CONTRACTOR'S NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL
MAINTENANCE AND REPAIR SERVICES

SERVICES TO BE PROVIDED ONLY UPON ISSUANCE OF A TASK ORDER

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL AMOUNT
1	Weekly (Monday) Graffiti Inspection And Report.	Each	52		
2	Service Call Dispatch Fee per day for Graffiti Removal.	Each	40		
3	Graffiti Removal or Paint Over (as approved).	Square Feet	3000		
4	General Maintenance and Repair Services for Incidental Maintenance. (In addition, materials to be charged at cost plus 15% only).	Labor Hour	1000		
5	Pressure wash, clean, and seal playground rubberized surfacing.	Square Feet	3500		
6	Quarterly inspection of lighting in Parks, Open Space and Tunnels.	Each	4		
7	Quarterly metal detector checks of playground areas at 14 City Parks.	Each	4		

TOTAL BID IN FIGURES: \$ _____

TOTAL BID IN WORDS: _____ DOLLARS

AND _____ CENTS

Continued Next Page

BID PROPOSAL

IN WITNESS WHEREOF, contractor executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2019.

NOTE: CONTRACTOR MAY, AT THEIR SOLE DISCRETION, PROVIDE A LISTING AND DESCRIPTION OF ADDITIONAL SERVICES THEY OFFER, ADDITIONAL REFERENCES, AND ADDITIONAL COMPANY INFORMATION BY ATTACHING UP TO 10 ADDITIONAL PAGES TO THIS BID PROPOSAL. CITY MAY UTILIZE THIS INFORMATION IN ITS EVALUATION OF THE "BEST QUALIFIED VENDOR" IN ACCORDANCE WITH LPMC 3-08.090 and 3-080.100.

CONTRACTOR NAME: _____

By _____
Print

Signature

Title

Signatures to be Notarized,
Attach ACKNOWLEDGMENT

APPENDIX I

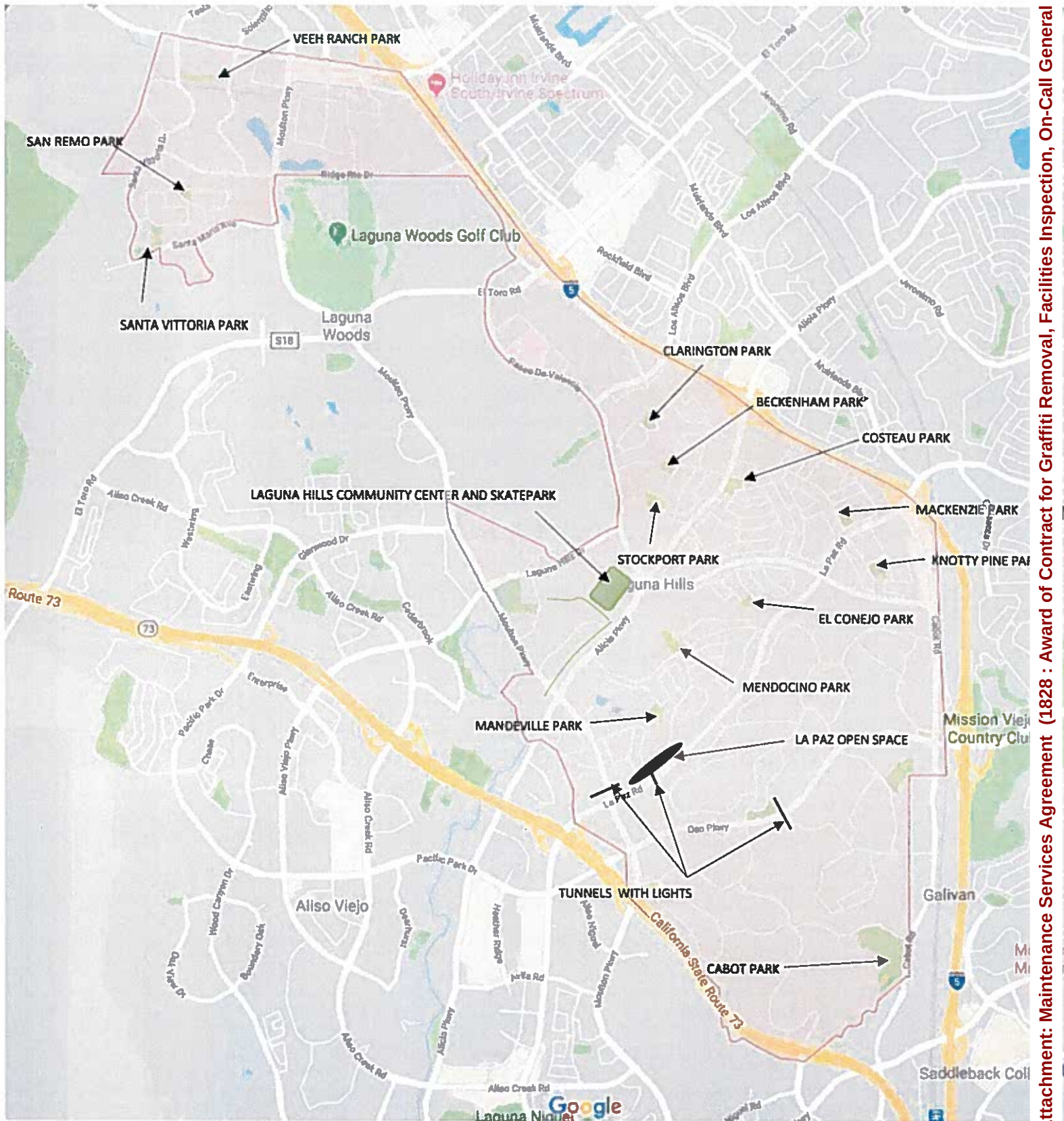
GRAFFITI REMOVAL, FACILITIES INSPECTION, AND ON-CALL GENERAL MAINTENANCE AND REPAIR SERVICES

- Graffiti Hot-spot Map
- Park and Lighting Location Map
- Partial Lighting Equipment Listing

MONDAY MORNING GRAFFITI HOTSPOT MAP



PARK AND LIGHTING LOCATION MAP



Attachment: Maintenance Services Agreement (1828 : Award of Contract for Graffiti Removal, Facilities Inspection, On-Call General

PARTIAL LISTING OF LIGHTING EQUIPMENT IN PARKS

City of Laguna Hills

Manufacturer	Part Number	Description	Santa Vittoria Park Ph1	Santa Vittoria Park Ph2	Stockport Park	San Remo Park	Santa Vittoria Park Ph2	Clarington Park	Cabot Park	Costeau Park	El Conejo Park	Knotty Pine Park	Mendocino Park	Community Center	MacKenzie Park
CREE	BXRAAD53-XD7	65w LED Post Top Retro	6	1											
Sansi	C0820-120-S	120w LED Area Light		6		6									
Sansi	C0820-F-120W-50K-N31	120w LED Flood Light		8											
Daylight	DL-SR-30w	30w LED Retro Plate			9										
CREE	XSPW-A-x-3-M-C-xxx	42w LED Wallpack												6	
Sansi	C21PT-30W-400mA(5000K)	30w LED Plate Fixture						7							
ATG	CPPG40HU401000	40W LED Canopy Lights							1						
Philips	SL 4FT 04L UV 840	32w LED 4' Linear Fixture							9					34	
Sansi	C21PT-50W-500mA(5000K)	50w LED Post Top							9	7		1			
CREE	XSPW-A-x-3-M-G-xxx	25w LED Wallpack									4				
Sansi	C21PT-30w-400mA(5000K)	30w LED Post Top										7	6		
TCP	LED12P30SD41KNFL	12w LED PAR30												33	
TCP	LED14P38D30KFL	14.4w LED PAR38												79	
Daylight	DLR61030	11w LED 6" Can Downlight												28	
CREE	CPY250-A-xx-D-D-xx-xx-xxx	11w LED 6" Can Downlight												40	
Green Creative	16.5A21/840/277V	16.5w LED A21												16	
Philips	507038	36w LED 2x4 Fixture Gen 3												75	
Sansi	C21LP-120W-50K	120w LED Retro Plate												23	
Energetic	ELY08D-MR5.3S-VB	7w LED MR16												7	
TCP	LED13A21DOD27K	13.3w LED A21												2	
ATG	FPUS14-40W-4K-PE	40w LED 1x4 Fixture												15	
Philips	CAND1-65W42LED4K-RLE5	67.5w LED Post Top												16	
Supertek	WP11A-20-5000K	20w LED Wallpack												16	
Teslyte	RF-SZFG-U-S-45W-40-yy-ND [120V Only]	44.89w LED Retrofit/ Post Top												12	
Sansi	C0820-F-160W-40K-N31	160w LED Flood Lights													14
Sansi	C0820-F-80W-40K-N31	80w LED Flood Lights													2
Sansi	C0820-PT-30W(5000K)[E39 Base Only]	30w LED Post Top													6
Sansi	C0820-F-50W-50K-N31	50w LED Flood Lights													2
Totals			6	15	9	6	15	7	19	7	4	8	6	402	24

3.13.a



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for March 12, 2019, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the March 12, 2019, Regular Meeting.

ATTACHMENTS:

- 190312 PA Minutes

RESULT:	APPROVED [4 TO 0]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member
ABSTAIN:	Dave Wheeler, Council Member

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:34 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Chair	Present	
Janine Heft	Vice Chair	Present	
Erica Pezold	Agency Member	Present	
Don Sedgwick	Agency Member	Present	
Dave Wheeler	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES FOR FEBRUARY 12, 2019, REGULAR MEETING

4.3.1 Approval of Minutes for February 12, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the February 12, 2019, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Vice Chair
SECONDER:	Dave Wheeler, Agency Member
AYES:	Dore J. Gilbert, M.D., Chair; Janine Heft, Vice Chair; Erica Pezold, Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Chair Gilbert adjourned the Planning Agency Meeting and, acting in the capacity of Chair/Mayor, called the Joint Planning Agency/City Council Meeting to order at 7:35 p.m.

JOINT PLANNING AGENCY/CITY COUNCIL MEETING**ROLL CALL OF JOINT PLANNING AGENCY/CITY COUNCIL MEMBERS**

Attendee Name	Title	Status	Arrived
Dore J. Gilbert, M.D.	Chair/Mayor	Present	
Janine Heft	Vice Chair/Mayor Pro Tempore	Present	
Erica Pezold	Agency/Council Member	Present	
Don Sedgwick	Agency/Council Member	Present	
Dave Wheeler	Agency/Council Member	Present	

PUBLIC COMMENTS

There were no Joint Planning Agency/City Council Public Comments.

PUBLIC HEARING

Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zoning Text Amendment No. 7-18-4244, a Request by ActivCare Living, Inc. to Construct an Approximately 31,500 Square Foot Residential Care Facility for the Elderly at 24888 Alicia Parkway, to Subdivide the Property into Two Parcels, to Consider a Zoning Text Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Amending Chapter 9-64 to Permit Residential Care Facilities for the Elderly (7+ Occupants) Within the Neighborhood Mixed Use Zoning District, and to Adopt a Mitigated Negative Declaration and Associated Mitigation Monitoring & Reporting Program

Community Development Director Chantarangsu reviewed the information provided in the staff report, provided a PowerPoint presentation and responded to Planning Agency/City Council requests for additional information.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019

TO: Mayor and Council Members

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

ISSUE: Interstate 5 at El Toro Road Interchange Future Design, Planning and Environmental Document/Project Report Presentation

RECOMMENDATION: That the City Council receive a presentation on the future design and Planning and Environmental Document/Project Report of the Interstate 5 at El Toro Road Interchange Project and direct Staff to provide comments to Caltrans within the public review period.

SUMMARY:

On or about April 2, 2019, Caltrans is scheduled to issue for public review a document called the "Planning and Environmental Document/Project Report" (PAED/PR) for the proposed future modifications of the I-5 at El Toro Road Interchange (the "Project") to address traffic congestion. A representative of Caltrans will present the attached PowerPoint to the City Council to provide an overview of the Project. Caltrans studied four alternatives to improving the traffic flow at this interchange based upon year 2050 projections. As a result of the analysis performed, only "Alternative 2" and "Alternative 4" were identified as capable of improving the future traffic conditions. Alternative 4 would have a significant impact on the Five Lagunas project, as approved by the City Council in March 2016, and as may be modified in the future. A 30-day review period will allow the public and City to comment upon the PAED/PR. Staff will perform a review and prepare comments. The City Council is requested to provide general guidance and express any issues of concern regarding the PAED/PR.

BACKGROUND:

On or about April 2, 2019, Caltrans is scheduled to issue for public review a document called the “Planning and Environmental Document/Project Report” (PAED/PR) for the proposed future modifications of the I-5 at El Toro Road Interchange (the “Project”) to address traffic congestion. As of the preparation of this staff report, the PAED/PR was not yet issued and could not be fully reviewed by the time of this meeting. However, a representative of Caltrans will present the attached PowerPoint to the City Council to provide an overview of the Project.

The Orange County Transportation Authority (OCTA), as a part of the Renewed Measure M (now referred to as “OC Go”), has a financial commitment to improvements to the Orange County Freeway system, including the I-5 at El Toro Road Interchange. In the OCTA “Next 10 Delivery Plan” for the period of 2017 – 2026, OCTA has committed that the Project will be environmentally cleared. However, no construction funding has yet been allocated to this specific Project and Staff estimates such funding would be at least 10 years away based upon the priority of other OC Go commitments.

The PAED/PR resulted in four alternatives for the Project. Caltrans studied the four alternatives based upon year 2050 projections including an analysis of environmental impacts for each alternative. As a result of the traffic analysis performed, only “Alternative 2” and “Alternative 4” were identified as capable of improving the future traffic conditions. It was determined that “Alternative 1” and “Alternative 3” were not able to adequately improve traffic conditions and will be described as studied but rejected alternatives in the PAED/PR. The studied traffic conditions include both the conditions on the freeway main line and the local city street system.

Alternative 2 establishes a flyover bridge at the southbound El Toro Road off-ramp to Bridger Road into the City of Lake Forest to directly carry traffic that desires to traverse to easterly bound El Toro Road. That traffic would then make one left turn movement at the El Toro Road and Bridger Road intersection. This Alternative 2 simplifies the motorist’s efforts to “get to the other side of the freeway” without having to navigate the two intervening intersections of Avenida de la Carlota at Paseo de Valencia and Avenida de la Carlota at El Toro Road.

Alternative 4 primarily creates a collector/distributor and hook ramp system onto Avenida de la Carlota southerly of El Toro Road. This hook ramp design allows the motorist to make two right turn movements to access easterly bound El Toro Road. Alternative 4 would have a significant impact on the Five Lagunas project, as approved

by the City Council in March 2016, and as may be modified in the future.

The PAED/PR document will identify the traffic benefits of each alternative and potential environmental impacts. At a future date, a preferred alternative project will be selected. However, given the data available to Staff at the time of preparing this report, Staff offers the following observations. While Alternative 2 does include right of way impacts within the City of Lake Forest, the right of way impacts caused by Alternative 4 in the City of Laguna Hills are much more extensive; Alternative 2 is projected to have an implementation cost savings of 27% compared to Alternative 4; Alternative 4 is only slightly more beneficial in terms of overall (main line and local traffic) traveler delay improvements; and, Alternative 2 is more beneficial than Alternative 4 relative to addressing the local street system traffic congestion.

Based upon Staff's current understanding of the Project alternatives, the potential environmental impacts described below will require close evaluation during the public comment period:

- Aesthetics

The project will include structures that could visually detract from the appealing existing and planned built-environment as a result of the construction.

- Air Quality

Both Alternatives could result in substantial increases in vehicle traffic in closer proximity to existing sensitive receptors such as private schools, and planned residential uses in Five Lagunas and Oakbrook Village, SOFI Apartments and the Villa Valencia senior living community. Increased traffic nearer to sensitive receptors could result in unhealthful localized air quality as a result of vehicle emissions.

- Geology & Soils

There are geologic conditions in the areas of the Five Lagunas project where Alternative 4 is planned which may require extensive structures and excavations to address the conditions.

- Land Use Planning

Alternative 4 will significantly disrupt the City's land use planning efforts for the

Urban Village Specific Plan (UVSP) as a result of the anticipated hook ramp locations in the Five Lagunas project area. Construction of Alternative 4 could result in the elimination of planned improvements in the UVSP and Five Lagunas project designed to reduce environmental impacts, consequently creating unintended impacts.

- Noise

Alternative 2 could result in harmful noise exposure levels at St. George's Episcopal Church potentially impacting the church's ability to operate, along with several private schools which are also located on the church grounds. Likewise, Alternative 4 could result in harmful noise exposure levels in proximity to existing and planned residential uses in Five Lagunas and Oakbrook Village, SOFI Apartments and the Villa Valencia senior living community. Increased traffic nearer to residential uses could result in noise levels that are not compatible with residential uses. Noise and vibration from Project construction activity could also have a negative impact on the uses described above, as well as other businesses and existing development located along Interstate 5 in and around the Project area.

- Transportation

Both Project alternatives could potentially create traffic congestion inconsistent with the City's adopted General Plan goals and policies for traffic movement, as well as conflict with the County's Master Plan of Arterial Highways to which the City is obligated to adhere.

- Utilities and Service Systems

Substantial sewer, storm drain, and water lines (public and private) exist in and around the Project area. Modifications to these lines could result in impacts to existing and planned development as a result of the relocation, construction, and operation of any modified utility systems.

- Cumulative Impacts

Impacts from the Project could combine with impacts from other approved City projects creating environmental conditions, that when added together, become cumulatively considerable. Known as "Cumulative Impacts", it must be

determined whether or not if such conditions would be likely to occur resulting in significant impacts on the community. Noise, traffic, and air quality impacts are typically associated with cumulative impacts.

A public open house comment opportunity meeting on the PAED/PR is scheduled for the afternoon of April 18, 2019, at the Lake Forest Holiday Inn. A public notice of this meeting will be published by Caltrans. Staff will attend this meeting.

The City's Traffic Commission was also provided a Staff overview of the Project at their March 20, 2019, meeting, and Commissioners were encouraged to familiarize themselves with the Project and provide comments to Staff.

It is anticipated that Staff will provide written City comments on the PAED/PR to Caltrans by the end of the 30-day public comment period, however, since there is no scheduled City Council meeting by that deadline, City Council is encouraged to provide Staff with general guidance and express any issues of concern regarding the Project.

CEQA:

Caltrans is the lead agency for the environmental clearance of the Interstate 5 at El Toro Road Interchange Project. The City will avail itself of the "30-day" comment period in review of the PAED/PR and provide written comments.

FISCAL IMPACT:

The Fiscal Impact will be reviewed as a part of the City's analysis of the PAED/PR document during the public review period. However, it is likely the City will be negatively impacted if the "Alternate 4" project alternative becomes the preferred alternative as this will lead to a significant reduction in usable private property. A reduction in usable private property for existing or future development will result in a reduction of City revenues in an amount to be determined.

ATTACHMENTS:

- Presentation

PROJECT UPDATE



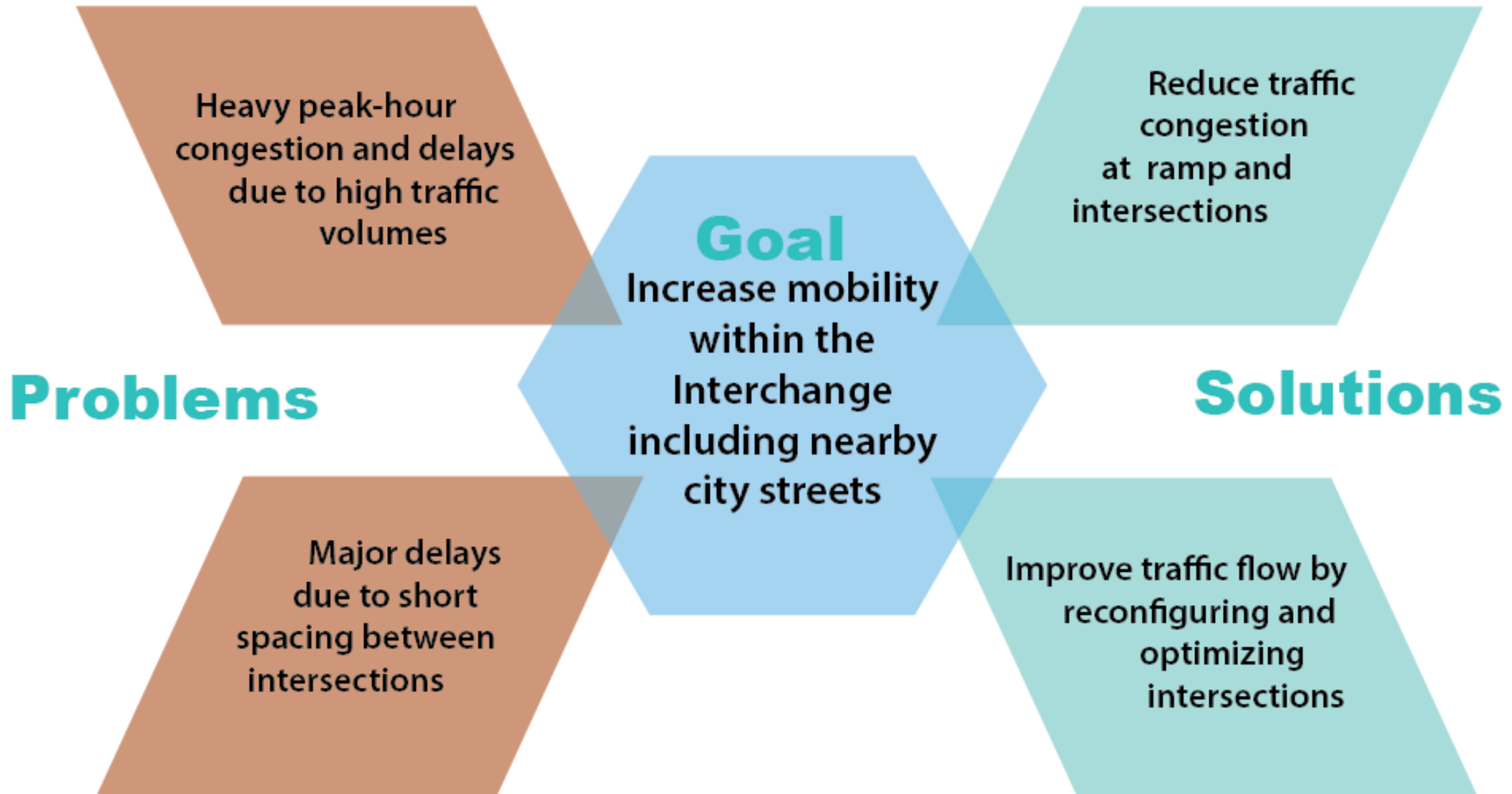
PROJECT LOCATION

6.2.1.a



Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

PROBLEMS/SOLUTIONS



ALTERNATIVE 1: INTERSECTION MODIFICATION

6.2.1.a



Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

ALTERNATIVE 2: FLYOVER



Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

ALTERNATIVE 3: DIVERGING DIAMOND INTERCHANGE

6.2.1.a



Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

ALTERNATIVE 4 & OPTION B: COLLECTOR DISTRIBUTER ROAD AND HOOK RAMPS

6.2.1.a



Alternative 4
Option B

Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

ALTERNATIVE 4: COLLECTOR DISTRIBUTOR ROAD AND HOOK RAMPS

6.2.1.a



ALTERNATIVE 4 OPTION B: COLLECTOR DISTRIBUTER ROAD AND HOOK RAMPS

6.2.1.a



Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

TRAFFIC BENEFITS

Local Intersection Location	Alt 1	Alt 2	Alt 3	Alt 4
Avenida De La Carlota / Paseo De Valencia SB Off-Ramp	N/A	↑	↑	↑
Avenida De La Carlota / El Toro Rd		↑		↑
Bridger Rd / NB On & Off Ramps / El Toro Rd	↑	↑		↑
Rockfield Blvd / El Toro Rd				↑
Paseo De Valencia / El Toro Rd	↓			

Freeway Mainline Segment	Alt 1	Alt 2	Alt 3	Alt 4
NB I-5 (El Toro Loop On-Ramp to El Toro Tangent On-Ramp)			↑	
NB I-5 (El Toro Tangent On-Ramp to Lake Forest On-Ramp)	↑	↑		↑
SB I-5 (Carlota / Valencia Off-Ramp & Carlota / Valencia On-Ramp)		↓		↑
SB I-5 (Carlota / Valencia On-Ramp to El Toro Tangent On-Ramp)			↑	↑
SB I-5 (El Toro Tangent On-Ramp to Alicia Parkway Off-Ramp)				↑

TRAFFIC DELAY COMPARISON

Comparison of Delay and Annual Cost Savings vs No Build (Design Year 2050)
I-5 El Toro Arterial Interchange Network AM/PM Peak Hour Delay and Cost of Delay

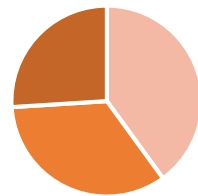
No Build Alternative has 10,587 (DVHD) and 2,646,696 Annual VHD, and \$50,182,380 Annual Associated Costs of Delay

Alternative	Facility	Daily Savings vs No Build (DVHD) Savings	Annual Delay Savings vs NB	Annual Savings Versus No Build
1	Mainline	1,469	367,250	\$ 6,959,388
	Local	-57	-14,250	\$ -270,180
	Total	1,412	353,000	\$ 6,689,208
Alternative	Facility	Daily	Annual	Annual Savings Versus No Build
2	Mainline	1,469	367,250	\$ 6,959,388
	Local	1,897	474,250	\$ 8,987,038
	Total	3,366	841,500	\$ 15,946,426
Alternative	Facility	Daily	Annual	Annual Savings Versus No Build
3	Mainline	1,469	367,250	\$ 6,959,388
	Local	702	175,500	\$ 3,327,725
	Total	2,171	542,750	\$ 10,287,113
Alternative	Facility	Daily	Annual	Annual Savings Versus No Build
4	Mainline	2,252	563,250	\$ 10,668,850
	Local	1,596	399,000	\$ 7,561,050
	Total	3,848	962,250	\$ 18,229,900

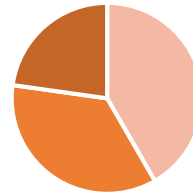
COST BENEFIT COMPARISON

6.2.1.a

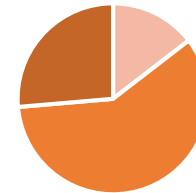
	Alt 1	Alt 2	Alt 3	Alt 4
Name	Intersection Modification	Flyover	Diverging Diamond Interchange	Collector Distributer Road and Hook Ramps
Cost*	\$100 million	\$175 million	\$110 million	\$241 million
Traffic Benefit	Minimal	High	Minimal	High



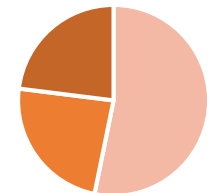
- Right of Way
- Roadway/Structures
- Support



- Right of Way
- Roadway/Structures
- Support



- Right of Way
- Roadway/Structures
- Support



- Right of Way
- Roadway/Structures
- Support

*Total Project Costs are in 2019 dollars and include right of way, roadway/structures construction, support, and contingencies

Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

BUILDABLE ALTERNATIVES CONSIDERED FOR FURTHER REVIEW IN THE DPR & DED

ALTERNATIVE 2: FLYOVER



ALTERNATIVE 4: COLLECTOR DISTRIBUTER ROAD AND HOOK RAMP



Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)

NEXT STEPS

6.2.1.a

May 2017	Begin Environmental
June 2017	Purpose & Need
May – December 2017	Alternatives Development
Nov 2017 – Feb 2018	Value Analysis Study
Jan 2018 – March 2019	Alternatives Analysis
July 2018	Public Information Meeting
April 2019 – May 2019	Public Circulation
April 18, 2019	Public Hearing
May 2019 – July 2019	Respond to Public Comments
July 2019 – August 2019	Project Development Team Members Recommend Preferred Alternative
November 2019	Final Project Approval/Environmental Documents

Attachment: Presentation (1810 : I-5 at El Toro PAED/PR Presentation)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 9, 2019
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: Organic Waste Recycling

RECOMMENDATION: That the City Council receive and file a presentation on Organic Waste Recycling and State Regulations.

SUMMARY:

Staff will present a presentation on organic waste recycling at the April 9, City Council meeting. SB 1383 (Short-Lived Climate Pollutants) will have a significant impact on the City's residential and business communities in regards to the recycling of organic waste. California Department of Resources Recycling and Recovery ("CalRecycle") is in the process of finalizing SB 1383 regulations which are summarized in this staff report and will be discussed during the presentation on April 9, 2019. Included in this staff report is also a summary of major waste management legislation that has significantly impacted the waste hauling industry and how local jurisdictions must manage and support waste management. A summary is also included in this staff report on how the City is doing in terms of its recycling goals.

BACKGROUND:

At the April 9, City Council meeting, staff will present a presentation to the City Council to cover regulations for the recycling and diversion of organic waste from local landfills that the City Council should be aware of. These regulations will impact businesses and residents in the next several years. Organic waste (referred to as organics) means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food soiled paper waste that is mixed in with food waste. Specifically, SB 1383 (Short-Lived

Organic Waste Recycling

April 9, 2019

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Climate Pollutants) will be discussed with the City Council as the State is currently in the process of finalizing regulations, in accordance to SB 1383, to address organic diversion and recycling across the state. These regulations will have an impact on the City and most likely require an amended agreement with CR&R. Some of the regulations of SB 1383 are summarized below:

1. Offer organic waste collection and recycling services to all generators (including the residential sector).
2. Implement an edible food recovery program to monitor, educate, and enforce food recovery.
3. Adopt enforceable ordinance(s), or similarly enforceable mechanisms requiring compliance by generators, haulers, and other entities with SB 1383 regulations.
4. Implement an inspection and compliance program.
5. Impose penalties for non-compliant generators, haulers, self-haulers, commercial edible food generator or other entities in accordance to SB 1383.
6. Continued education and outreach of organic recycling and the regulations of SB 1383.

California Policies and Goals

This section is included in the staff report to provide a brief history of the State's waste management legislation. California has multiple solid waste reduction and recycling laws that are overseen by the California Department of Resources Recycling and Recovery ("CalRecycle"). CalRecycle is tasked with implementing policies to achieve statewide goals and protect California's resources, public health and safety, and environment. This list illustrates the State's steadfast focus on waste diversion and the reduction of GreenHouse Gas emissions—which has and will affect how businesses and residents handle the disposal of their trash. Local agencies are required to implement programs, monitor them, and support them to attain the State's recycling goals.

Below are some of California's goals and mandates related to waste management, in chronological order:

- To address the increasing volume and variety of solid waste generation, California enacted the Solid Waste Management and Resource Recovery Act of 1972, SB 5, (Nejedly-Z'Berg-Dills, Chapter 324, Statutes of 1972), placing the primary

Organic Waste Recycling

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responsibility for adequate solid waste management and planning on local government.

- To reduce litter, the Beverage Container Recycling and Litter Reduction Act of 1986 AB 2020, (Margolin, Chapter 1290, Statutes of 1986) established a goal of an 80 percent recycling rate for all aluminum, glass, plastic, and bimetal beverage containers sold in California.
- To combat a looming landfill capacity crisis, California established the 50 percent diversion mandate for local jurisdictions in the California Integrated Waste Management Act of 1989 (AB 939, Sher, Chapter 1095, Statutes of 1989).
- To confront climate change, the California Global Warming Solutions Act of 2006 (AB 32, Nunez, Chapter 488, Statutes of 2006) created a comprehensive program to reduce Greenhouse Gas (GHG) emissions in California to 1990 levels by 2020. Because the decomposition of organic wastes in landfills is a major source of GHG emissions, AB 32 sets an additional impetus for reducing waste.
- To increase recycling, particularly in the commercial sector, AB 341 (Chesbro, Chapter 476, Statutes of 2011), established the statewide goal of 75 percent Staff Report 9 recycling by 2020 and the Mandatory Commercial Recycling (MCR) program to reduce waste from California's businesses.
- To reduce illegal dumping, increase recycling, and substantially reduce public agency costs for the end-of-use management of used mattresses, the California Used Mattress Recovery and Recycling Act (SB 254, Hancock, Chapter 388, Statutes of 2013) requires an industry-run, statewide program to increase the recovery and recycling of mattresses at their end of use.
- To discourage another source of GHG emissions from landfills, Governor Brown signed AB 1594 (Williams, Chapter 719, Statutes of 2014) mandating that green material used as alternative daily cover (ADC) will count as disposal toward the AB 939 jurisdiction diversion mandates starting in 2020.
- To reduce organic wastes (and their associated GHG emissions) from California businesses, Governor Brown signed AB 1826 (Chesbro, Chapter 727, Statutes of 2014) establishing the Mandatory Commercial Organics Recycling (MORE) program.
- To reduce emissions of Short-Lived Climate Pollutants (SLCP) that are even more potent than carbon dioxide, Governor Brown signed SB 1383 (Lara, Chapter 395, Statutes of 2016), which requires a 50 percent reduction in the level of the

Organic Waste Recycling

April 9, 2019

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statewide disposal of organic waste by 2020 and a 75 percent reduction by 2025. It also requires a 20 percent recovery rate of disposed edible food by 2025.

- In the area of extended producer responsibility, California enacted AB 1158 (Chu, Chapter 794, Statutes of 2018) to establish a 24 percent recycling goal for postconsumer carpet by 2020.

How is the City Doing with its Recycling Goals?

The table below reflects the annual tonnage for 2018 collected by CR&R within the City of Laguna Hills, as reported by CR&R. Tonnage is broken down into its program type and waste stream and the percentages of waste diverted for each program type is also listed. CR&R collected a total of 33,519 tons of waste in calendar year 2018. Of this total amount collected, CR&R diverted 16,760 tons from local landfills for a diversion rate of 50%.

Recycling Program Types	Total Diverted Tons	% of Total Tons Collected	YTD Diverted Tons
1) 2000-RC-CRB (Resi. Curbside Commingled)	2,640	15.75%	7.88%
2) 2030-RC-OSP (Comm\Multi Fam on-site pickup)	1,474	8.80%	4.40%
3) 2070-RC-SNL (Bulky Item Collection)	240	1.43%	0.72%
4) 3000-CM-RCG (Resi. Curbside Greenwaste)	3,690	22.02%	11.01%
5) 3040-CM-FWC (Food Waste Program)	244	1.45%	0.73%
6) 3070-CM-OTH (Horse Manure Program)	634	3.78%	1.89%
7) 4030-SP-WHG (White Goods)	16	0.09%	0.05%
8) 4060-SP-CAR (C&D)	2,314	13.81%	6.90%
9) 7000-FR-MRF (MRF "A" Rte)	2,707	16.15%	8.08%
10) 7000-FR-MRF (MRF Multi Fam)	1,173	7.00%	3.50%
11) 8000-TR-WTE (Transformation)	1,613	9.62%	4.81%
12) 9045-HH-EWA (Electronic Waste)	15	0.09%	0.04%
Totals	16,760	100.00%	50.00%

(Diversion %)

Each year the City's recycling efforts are reviewed by CalRecycle for compliance. The City is required to submit an annual report to CalRecycle in August of each year reporting on the prior calendar year's waste handling and recycling activities within the City (including and in addition to CR&R's collection service). The 2017 annual report is attached to this staff report and will provide the City Council will detailed information

Organic Waste Recycling

April 9, 2019

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on the City's recycling programs. The City will be submitting its annual report for calendar 2018, by August 1 of this year.

The Governor signed SB 1016 (Diversion: compliance: per capita disposal rate) on September 26, 2008. This bill requires that on and after January 1, 2009, CalRecycle will determine compliance with the State's diversion goals established by the California Integrated Waste Management Act of 1989 by comparing each jurisdiction's "per capita disposal rate" with the jurisdiction's "50% equivalent" per capita disposal rate on January 1, 2007. This means that instead of focusing on diversion percentage goals, the State is now focused on per capita generation of pounds/person/day. Moreover, SB 1016 made it clear that the test of a jurisdiction's compliance will also be graded on its efforts with recycling program implementation and support.

The 50% equivalent per capita disposal rate on January 1, 2007, for the City of Laguna was 5.8 pounds/person/day. The goal of the City is to be below this number each year. In accordance to the 2017 annual report to the State, the City of Laguna Hills per capita disposal rate was 3.9 which is well below the 5.8 benchmark.

In summary, the City is in good standing with CalRecycle in regards to its diversion goals, per capita disposal rate, and program implementation efforts. It is important that the City continue in regards to effective program implementation in regards to the roll-out and support of the organic waste recycling programs pertaining to SB 1383 regulations.

ATTACHMENTS:

- 2017 CalRecycle Electronic Annual Report

Annual Report Summary: Laguna Hills (2017)

This Annual Report Summary is an official record of your CalRecycle Electronic Annual Report submission, except for your Venue/Event section information, which is contained in a separate report. You may reach that section from the Electronic Annual Report's left navigation bar.

Before submitting your report to CalRecycle, please take the time to review everything on this page to confirm it is complete and correct. If you need to modify some information, close this window to return to the Electronic Annual Report to make your corrections. Then, preview the report again.

Summary Generated On: Wednesday, August 1, 2018, 12:57:48 PM

Summary

Jurisdiction: Laguna Hills
Report Year Filed: 2017
Report Status: Submitted

Submitted Information

Date Report Submitted: Wednesday, August 1, 2018
Report Submitted By:
 Ian Bevan (ian@economicsinc.net)

Jurisdiction Contact

Jurisdiction Contact: David Reynolds

Address: 25555 Alicia Pkwy, Laguna Hills, CA 92653

Phone Number: (949) 707-2685

Fax Number: (949) 707-2688

Email Address: dreynolds@ci.laguna-hills.ca.us

Update Contact Info: <http://www.calrecycle.ca.gov/LGCentral/Contacts/ContactChg.htm>

Disposal Rate Calculation**Definition of Terms**

Reporting-Year Disposal Amount (tons) – defaults to the total tonnage disposed in the Reporting-Year by a jurisdiction as reported to the Disposal Reporting System (DRS). Disposal contains all jurisdiction waste that was disposed in CA landfills, transformation facilities, and exported out-of-state. Any changes will require you submit a Reporting Year Disposal Modification Certification Sheet (PDF). See User's Guide or contact LAMD representative if uncertain.

Disposal Reduction Credits - the EAR calculator will subtract these credits from your requested total in the Reporting-Year Disposal Amount field. Requesting credits will require you submit a Reporting Year Disposal Modification Certification Sheet (PDF). Descriptions of these credits can be found on that sheet. See EAR User's Guide or contact LAMD representative if uncertain.

Reporting-Year Transformation Waste (tons) – defaults to the total tonnage of waste sent in the Reporting-Year by a jurisdiction to a CalRecycle-permitted transformation facility as reported to the Disposal Reporting System (DRS). Transformation is factored into the Per Capita rate only, and is not deductible. To eliminate the Per Capita credit for transformation tonnage, change the Reporting-Year Transformation Waste (tons) number to 0.00.

Reporting-Year Population – January 1st estimate of the number of inhabitants occupying a jurisdiction in the Reporting-Year as prepared by the California Department of Finance (DOF)

Reporting-Year Employment – the estimate of the annual average number of employees by jurisdiction in the Reporting-Year as prepared by the California Employment Development Department (EDD).

Additional Definitions - for additional definitions and/or acronym descriptions, see the LGCentral Glossary.

Annual Report Summary: **Laguna Hills (2017)**

Green Material ADC (tons): 9,881.99

Reporting-Year Disposal Amount (tons): 24,053.54

Disposal Reduction Credits (Reported):

Disaster Waste (tons): 0.00

Medical Waste (tons): 0.00

Regional Diversion Facility Residual Waste (tons): 0.00

C & D Waste (tons): 0.00

Class II Waste (tons): 0.00

Out of State Export (Diverted) (tons): 0.00

Other Disposal Amount (tons): 0.00

Total Disposal Reduction Credit Amount (tons): 0.00

Total Adjusted Reporting-Year Disposal Amount (tons): 24,053.54

Reporting-Year Transformation Waste (tons): 1,353.68

Reporting Entity	Quarter	Destination Facility	Transformation Ton
Los Angeles	1	Commerce Refuse-To-Energy Facility	0.12
Los Angeles	1	Southeast Resource Recovery Facility	479.55
Los Angeles	2	Southeast Resource Recovery Facility	97.82
Los Angeles	3	Commerce Refuse-To-Energy Facility	0.37
Los Angeles	3	Southeast Resource Recovery Facility	158.04
Los Angeles	4	Southeast Resource Recovery Facility	617.78

Reporting-Year Population: 31,829

Reporting-Year Employment: 14,792

Reporting-Year Calculation Results (Per Capita)

Annual Report Summary: **Laguna Hills (2017)**

	Population		Employment	
	Target	Annual	Target	Annual
Disposal Rate without Transformation (pounds/person/day):		4.1		8.9
Transformation Rate (pounds/person/day):	1.2	0.2	2.2	0.5
The Calculated Disposal Rate (pounds/person/day)	5.8	3.9	11.2	8.4

As of January 1, 2020, the use of green material as alternative daily cover (ADC) will be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate.

	Population		Employment	
	Target	Annual	Target	Annual
Calculated Disposal Rate w/out Green Material ADC:		3.9		8.4
Green Material ADC Rate:		1.7		3.7
Disposal Rate with Green Material ADC:		5.6		12.1

Annual Report Summary: **Laguna Hills (2017)****Calculation Factors**

If either **1. Alternative disposal** or **2. Deductions to DRS boxes** are checked, please complete, and sign the [Reporting Year Disposal Modification Certification Sheet \(PDF\)](#) and save to your computer. You may enter the data and save the Disposal Modification Form to your computer. Then either upload the sheet and supporting documentation using the [Document Upload Section](#) before submitting your report, or mail, e-mail or FAX to CalRecycle within 7 business days of submitting your report. If you are only claiming report-year disposal deductions for waste transported to a certified Transformation facility, you do not need to fill out the certification request.

If **3. Green Material ADC (AB 1594) box** is checked: Pursuant to public Resources Code (PRC) Section 41781.3 [(AB) 1594 (Williams, Chapter 719, Statutes of 2014)], beginning in the 2017 EAR jurisdictions are required to include information on plans to address how green material that is being used as ADC will be diverted. Please describe in the box below the jurisdiction's plans to divert green material that is being used as ADC. Jurisdictions can review disposal facilities that assign green material ADC and the amount by using the mapping report on their own EAR launch page or by selecting the inflow/outflow mapping tool in LoGIC. It's the same mapping tool on the CalRecycle website but shows unfinalized DRS data so users with LoGIC and EAR access can see data as it's entered by CalRecycle staff and use preview data for next year.

More information is available on [CalRecycle's Green Material Used as Alternative Daily Cover \(ADC\)](#) webpage.

- | | |
|-------------------------------------|---------------------------------------|
| ☐ | 1. Alternative disposal tonnage |
| ☐ | 2. Deductions to DRS disposal tonnage |
| ☒ | 3. Green Material ADC (AB1594) |

2017 Laguna Hills Green Material ADC (tons): 9,881.99

The contract agreement between the City and CR&R, which was renegotiated in 2014, requires CR&R to process all yard trimmings at a composting facility. CR&R has indicated that since 2014, all green waste collected in the City has been processed at its composting facility located in Rancho Mission Viejo off of Ortega Highway. CR&R reported to the City the following green waste tonnage originating in Laguna Hills: 4,264 tons (3000-CM-RCG); 71.5 tons (3020-CM-COG).

NOTE: Beginning with report year 2020, jurisdictions, as a result of not being able to claim diversion for the use of green material as ADC, that are not meeting the requirements of Section 41780, will be required to answer these additional questions:

- Identify and address barriers to recycling green material and,
- If sufficient capacity at facilities that recycle green material is not expected to be operational before the jurisdiction's next review pursuant to Section 41825, include a plan to address those barriers that are within the control of the local jurisdiction.

Although you will be able to submit your electronic Annual Report without completing a disposal modification form, your Annual Report will not be deemed complete until it is completed and received by CalRecycle. Contact your [LAMD representative](#) for details.

Questions and Responses**Rural Petition for Reduction in Requirements****Rural Petition For Reduction****1. Question:**

Was your jurisdiction granted a Rural Petition for Reduction by CalRecycle? See [Jurisdictions with an Approved Petition for Rural Reduction](#)
For more information regarding Rural Petition For Reduction, go to [Rural Solid Waste Diversion Home Page](#).

Response:

No.

Annual Report Summary: **Laguna Hills (2017)****Disposal Rate Accuracy****Disposal Rate Accuracy**1. **Question:**

Are there extenuating circumstances pertaining to your jurisdiction's disposal rate that CalRecycle should consider, as authorized by the [Public Resources Code Section 41821\(c\)](#)? If you wish to attach additional information to your annual report, please send those items or electronic files to your LAMD representative; include a brief description of those files below. If so, please use the space below to tell CalRecycle.

Response:

No.

Planning Documents Assessment**Source Reduction and Recycling Element (SRRE)**1. **Question:**

Does the SRRE need to be revised?

Response:

No.

Household Hazardous Waste Element (HHWE)2. **Question:**

Does the HHWE need to be revised?

Response:

No.

Non-Disposal Facility Element (NDFE)3. **Question:**

Describe below any changes in the use of [nondisposal facilities](#), both existing and planned (e.g., is the jurisdiction using a different facility within or outside of the jurisdiction, has a facility closed, is a new one being planned).

Response:

(No response has been entered)

Non-Disposal Facility Element (NDFE)4. **Question:**

Are there currently any nondisposal facilities that require a solid waste facility permit located (or planned to be sited) in your jurisdiction that are not identified in your NDFE?

Response:

No.

Areas of Concern / Conditional Approvals**Areas of concern**

Annual Report Summary: **Laguna Hills (2017)****1. Question:**

Did CalRecycle require your jurisdiction to address any areas of concern when determining the adequacy of your solid waste planning documents, or any of their elements?

Response:

Yes. CalRecycle identified the following areas of concern during its CY2017 site visit:

1. Procurement such as tracking of Recycled Content Products and ensuring fleet vehicles are using re-refined oil.

City response: The City has coordinated with its office supply vendor to retrieve a report of all recycled content items purchased and will continue to work with the vendor to expand the portfolio of items that contain recycled content. Additionally, the City has identified a re-refined oil product and is using this product in its limited city vehicle fleet.

2. MCR education and outreach to all businesses including schools.

City response: All schools located within the City, including one high school and three elementary schools, received letters in November 2017 notifying them of the requirements of AB 341 and AB 1826. The City also sent a letter to the district superintendent re: the laws. Further, the City liaised with the sustainability club at Laguna Hills High School to expand recycling programs.

3. C&D ordinance matching CALGreen requirements especially for those projects that are smaller than the City threshold.

The City updated its C&D recycling ordinance on July 10, 2018 to remove minimum thresholds for deposits in an effort to harmonize the ordinance with CALGreen.

Conditional approvals**2. Question:**

Did CalRecycle give conditional approval to any of your solid waste planning documents, or any of their elements?

Response:

No.

Additional Information**Additional Information**

Annual Report Summary: **Laguna Hills (2017)****1. Question:**

Is there anything else you would like to tell CalRecycle about unique or innovative efforts by your jurisdiction to reduce waste generation and increase diversion, about your jurisdiction's public education efforts, or about specific obstacles to reaching your jurisdiction's diversion goal? If you wish to attach additional information to your annual report, please use the "Document Management" button below to upload additional files or you can send them directly to your LAMD representative. Please include a brief description of those files in the text box below.

Response:

Yes. In an effort to evaluate the cleanliness of materials being collected on the 'A' route, the City's consultant, in a partnership with CR&R, conducted site evaluations of all 'A' route trash dumpsters to better understand the recoverability of materials collected on this route. Each dumpster was visited three times, as close to the time of service as possible, to evaluate fullness, contamination, recoverability, and to identify opportunities for the implementation of source-separated recycling and organics programs. The results of this audit were presented to the City in late 2017 and will be used to restructure the A/B routing system to maximize the recoverability of the materials placed in the 'A' route containers.

Hauler Information

Parent Company:	CRandR, Inc.		
Hauler Name:	CR and R Inc - Laguna Hills		
Franchise Hauler:	No		
Activities	Curbside Recycling Hauler - Residential,Solid Waste Hauler - Commercial,Solid Waste Hauler - Residential,		
Notes:			
New Hauler:	No	Contract End Date:	

SRRE and HHWE Diversion Programs

Detailed information for Mandatory Commercial Recycling (MCR) in code 2030 and Mandatory Commercial Organics Recycling (MORe) in code 3035 can be found at the end of this section.

1000-SR-XGC (Xeriscaping/Grasscycling)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1995	Existed before 1990: No
	Report Year Diversion Tons: 1033.6	Selected in SRRE: No
		Owned or Operated: No

Selected Program Details:

Grasscycling

Jurisdiction Notes:

2017: The 4 Saddleback Unified School District schools within the City limits (Laguna Hills High, Lomarena Elementary, Valencia Elementary, and San Joaquin Elementary) continued to use mulching mowers on a combined total of 17 acres of turf. The parks and recreational space maintained by the City utilize grasscycling to reduce waste disposal costs on 119 acres of turf. The conversion factor used is 7.6 tons per acre per year, as prescribed by the Department of Resources Recycling and Recovery (CalRecycle) weight conversion table from the Appendix of the publication "Conducting a Diversion Study" (Publication # 311-1999-0006).

1020-SR-BWR (Business Waste Reduction Program)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
--	--------------------------	--------------------------

Annual Report Summary: **Laguna Hills (2017)**

	Report Year Diversion Tons: 91.22	Selected in SRRE: No
		Owned or Operated: No
Jurisdiction Notes: 2017: The County of Orange tracked the tons of edible food that was donated to local food banks to be redistributed to food insecure families. In 2017, 91 tons of edible food was donated to OC Food Banks from the City of Laguna Hills. The City has one food pantry operating within the City limits, Crossline Church. However, residents can donate and be served by food pantries located in nearby cities, such as Irvine, Laguna Niguel and Aliso Viejo. In addition, Saddleback Memorial Care Hospital donated 440 pounds of food to a local food rescue operation called Food Finders in 2017. The Laguna Hills Mall, continued source reduction activities in 2017, including the reuse of shipping pallets and inventory shelving left over from vacated stores.		
1030-SR-PMT (Procurement)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1994	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes: 2017: "Office Supplies", a City vendor purchases office materials for the City indicated that all 8.5 x 11 copy-paper purchased by the City was 30% recycled content and acid free. In addition, about 30 different toner cartridge types were used across the City of Laguna Hills in 2017, with an average of 25% post consumer content. There were likely a number of other products purchased that contain post-consumer content that are not being reported. In general, rubber and plastic road cones, metal and plastic road signage, metal and plastic playground equipment, rubber playground padding, metal and plastic benches, waste and recycling containers (Metal, plastic, concrete), and many more items that are commonly purchased by all Cities have a high percentage of post-consumer content. Signage, road cones, padding from playground equipment often has very high percentages of post-consumer content and can be 100% post consumer content. While there is no formal analysis of such items, it is highly likely that the City of Laguna Hills purchase a substantial amount of unreported products containing post-consumer material.		
1050-SR-GOV (Government Source Reduction Programs)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No
Jurisdiction Notes: 2017: The City continued to practice source reduction in an effort to minimize waste and save on purchasing costs. To this end, emails were used whenever possible for inter-office communication. Source reduction practices are implemented in all of the City's Capital Improvement Projects (CIP) in the form of reusing cold milled asphalt and concrete as road base. A quantification of the 2017 CIP project reuse is included in 4060-SP-CAR. City Council and the City Commission meetings have implemented a paperless meeting agenda to reduce the amount of printed materials and thus save paper.		
1060-SR-MTE (Material Exchange, Thrift Shops)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 2002	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No
Jurisdiction Notes: 2017: The City had one consignment store operating within the City limits: Upscale Resale. Nearby cities such as Lake Forest and Laguna Woods also have several thrift shops within close proximity to Laguna Hills residents. Such locations offer a consistent place for residents to take used goods. The City does not track how many garage sales take place each year, though this activity is very common and happens on a weekly basis. City residents are also likely taking part in (as buyers and sellers) online reuse markets such as Craigslist, E-Bay or Amazon to reuse goods. Online second-hand market transactions are not tracked by the City but may result in a significant amount of used products from being diverted from the landfill. The biggest shopping mall in the City has one used book, magazine, music and video store that provides residents with used and affordable materials, such as books for \$1. Residents can donate or sell books at the Dollar Book Fair at the Laguna Hills Mall.		
2000-RC-CRB (Residential Curbside)		

Annual Report Summary: **Laguna Hills (2017)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 2721.43	Selected in SRRE: Yes
		Owned or Operated: No
Selected Program Details: Uncoated corrugated cardboard and paper bags Office paper (white & colored ledger, computer paper, other office paper) Metal Plastic 1-2 Plastic 3-7 Newspaper Miscellaneous paper (includes phone books, catalogs, magazines and other paper) Glass Single-family residences Multi-family residences Commingled (Single-stream) Source separated		
Jurisdiction Notes: 2017: For the year 2017, residential curbside recyclable materials were processed at CR&R's clean MRF located on Western Avenue in the City of Stanton. The residential curbside program diverted a total of 2,721.43 tons of material. These 2,721.43 tons of materials collected through the residential curbside program comprised of 27.74 tons of aluminum (1.02%), 102.73 tons of tin (3.77%), 136.13 tons of PET (5.00%), 105.30 tons of HDPE (3.87%), 97.10 tons of mixed plastic (3.57%), 523.93 tons of glass (19.25%), 236.29 tons of newspaper (8.68%), 413.50 tons of mixed paper (15.19%) and 1078.71 tons of cardboard (39.64 %). The commodity percentages reported reflect the percent of recovered materials and exclude the post-processing residue in the ratio. To track changes in the recycling stream and to ensure accurate allocations, CR&R is required to conduct annual audits of both of its material processing facilities: CRT (mixed-waste processing facility) and Western (clean MRF). The reported diversion figure excludes curbside green waste (3000-CM-RCG), White Goods (4030-SP-WHG), E-Waste (9045-HH-EWA), and Bulky Items (4030-SP-WHG), which are reported in separate program categories but are collected from residential curbside sources. Of the total 8,308 residential accounts in the City, 8,253 have at least one recycling cart. There is a total of 8,857 residential recycling bins currently serviced in the City. Laguna Hills residents participating in the curbside recycling program generate about 12 lbs. of recyclables per week. 3,113 existing multi-family units, 2,446 (79%) have recycling and 667 (21%) do not. Eleven multi-family complexes with communal bin service have single-stream recycling service, while three recycle only via mixed waste processing. CR&R reported that 189.81 tons were collected from multi-family single-stream recycling programs in 2017. Of this tonnage, 140.26 tons were diverted and 49.55 tons were landfilled. The materials collected from the multi-family single-stream recycling program yielded a 74% diversion rate. Both the multi-family and residential diversion tonnage is included in the tonnage value reported under 2000-RC-CRB.		
2010-RC-DRP (Residential Drop-Off)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
Jurisdiction Notes: 2017: All parks and sports facilities run by the City have recycling receptacles for public use. There was a total of 20 public containers available for residents throughout the Laguna Hills parks system. The recyclable contents of these containers are consolidated by the landscaping and park maintenance crews into two 3-yard recycling dumpsters located at the Community Center. Due to the Laguna Hills Mall demolition, the number of internal receptacles was reduced to 8 single-stream recycling, which are used by mall patrons. The materials collected through the mall and the park recycling receptacles were placed in CR&R single-stream recycling bins, therefore the weight diverted through these programs is reported under 2030-RC-OSP.		
2020-RC-BYB (Residential Buy-Back)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
Jurisdiction Notes: 2017: There were no CalRecycle-recognized buyback centers operating in the City of Laguna Hills city limits in 2017. Some Laguna Hills residents may have taken advantage of nearby recycling buy-back centers in neighboring cities as there are 17 CalRecycle-recognized buyback centers within 10 miles of Laguna Hills.		
2030-RC-OSP (Commercial On-Site Pickup)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 655.09	Selected in SRRE: Yes
		Owned or Operated: No

Annual Report Summary: **Laguna Hills (2017)****Selected Program Details:**

Uncoated corrugated cardboard and paper bags | Office paper (white & colored ledger, computer paper, other office paper) | Metal | Plastic 1-2 | Plastic 3-7 | Newspaper | Miscellaneous paper (includes phone books, catalogs, magazines and other paper) | Glass | Multi-family residences | Commingled (Single-stream) | Source separated | Large Generators (4.0 cy/week)

Jurisdiction Notes:

A: 2017: CR&R sent all single-stream commercial and residential recyclable materials to their South County transfer station in San Juan Capistrano and then transshipped all of the collected materials to their clean MRF, located at Western Avenue in Stanton. The City has two 'A' Routes, which collects MSW bins with high proportions of recyclable materials. Some multi-family accounts and commercial businesses are collected on the commercial 'A' Route. All material collected from the commercial 'A' Routes and the multi-family 'A' routes is taken to CR&R's dirty MRF, CRT (SWIS #30-AB-0013), located on Knott Avenue in Stanton. The 'B' route collects materials from generators of contaminated, wet materials, such as restaurants. Materials collected from the 'B' Route are sent directly to the landfill. In an effort to evaluate the cleanliness of materials being collected on the 'A' route, the City's consultant, in a partnership with CR&R, conducted site evaluations of all A route trash dumpsters to better understand the recoverability of materials collected on this route. Each dumpster was visited three times, as close to the time of service as possible, to evaluate fullness, contamination, recoverability, and to identify opportunities for the implementation of source-separated recycling and organics programs. The results of this audit were presented to the City in late 2017 and will be used to restructure the A/B routing system to maximize the recoverability of the materials placed in the 'A' route containers. A total of 139 out of 284 total commercial accounts (49%) participated in CR&R's commercial recycling program. CR&R also operates a commercial 'A' Route to collect dry waste for processing, which will be discussed under the 7000-FR-MRF program. The 655.09 tons collected from single-stream bins represents roughly 2% of the recyclable material handled by CR&R. CR&R also offered commercial glass recycling service to 19 accounts in 2017. These 19 accounts had 23 source-separated 90-gallon recycling barrels. In 2017, there were 253 commercial covered AB 341 accounts. Of the total accounts recycling, 63 accounts used MRF separation and the remaining 190 accounts used source separated collection. Of the accounts using MRF separation and that have no source separated recycling, 12 have internal recycling programs or arrangements with non-contract haulers and 4 utilize recycling systems through adjacent properties.

2040-RC-SFH (Commercial Self-Haul)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2006	Existed before 1990: Yes
	Report Year Diversion Tons: 1106	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: Orange County Waste and Recycling partnered with CR&R to build a C&D Materials Recovery Facility (MRF) at the Prima Desecha Landfill in November 2009. The MRF offers self-haul customers a significant discount when compared to the self-haul rates at the landfill. In 2017, the MRF diverted 66,058 tons (about 5,504 tons per month) from self-haulers around the County. The County applied an allocation to the total inbound tonnage in order to distribute the MRF tonnage amongst jurisdictions whose residents used the facility. Due to its more northerly location Laguna Hills accounted for only 1.70% of the inbound diverted self-haul to the MRF or 1,106 tons. CalRecycle's Disposal Reporting System (DRS) attributed 11,526.38 tons of direct self-haul taken to County landfills in 2017 to the City.

2050-RC-SCH (School Recycling Programs)

Current Status: SO - Selected and Ongoing	Program Start Year: 2009	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: In previous years, CR&R's Community Relations/Environmental Compliance Coordinator worked with Valencia Elementary School in the Saddleback Unified School District to continue operations of a Bottle and Can Fundraiser with direct benefit to the school, the City and the environment. The recycling fundraiser accepted all plastic bottles and aluminum cans with a CA CRV logo. No glass beverage containers were accepted in this program. CR&R provided a fully enclosed 40-yard roll-off container to participating schools. When the schools filled the container, CR&R would donate the amount of CRV the school generated. It is not known why this program was canceled but it may be related to new regulations requiring that schools participating in such fundraising efforts must become designated recycling buy-back centers.

2060-RC-GOV (Government Recycling Programs)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2007	Existed before 1990: No
	Report Year Diversion Tons: 13.31	Selected in SRRE: No

Annual Report Summary: **Laguna Hills (2017)**

		Owned or Operated: No
Jurisdiction Notes: 2017: The City of Laguna Hills' Civic Center has 1 3-yard single-stream recycling container serviced 5 days per week and the Community Center has 2 3-yard single-stream recycling containers serviced 3 days per week. Recycling service at these locations is provided at no charge from CR&R, per the franchise agreement. Together, these programs generate about 27 cubic yards of recyclables per week, which amounts to approximately 25 tons per year. The tonnage collected through City facility recycling programs is included in 2030-RC-OSP. The two state agencies in Laguna Hills include The Department of Motor Vehicles, and The Department of Rehabilitation. The Department of Motor Vehicles (DMV) recycled 30 lbs. of beverage containers, 25,584 lbs. of paper, 1,000 lbs. of mixed paper in 2017. The DMV also recycles toner cartridges but don't quantify amounts collected. The other agencies did not have tonnage information available for 2017 but have continued with their recycling programs in 2017.		
2070-RC-SNL (Special Collection Seasonal (regular))		
Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 307.41	Selected in SRRE: Yes
		Owned or Operated: No
Jurisdiction Notes: 2017: CR&R collected 483.94 tons of bulky items on an on-call basis from residents living in both single-family and multi-family homes. 307.41 tons (63% of the materials collected) were either reused or recycled. Residents living in single-family and multi-family homes with cart service are entitled to 2 free bulky item pick-ups per year. After residents have arranged 2 free pick-ups in a given year, they are charged \$28.68 per additional bulky item collected in that year. Bulky items containing Freon were collected for free and there is no limit on the number of items collected. There were 2,065 requests to CR&R from single-family residents and 19 from businesses to collect bulky items. Businesses are charged \$52.39 per bulky item collection. Multi-family communities with communal bin service are allowed 2 free bulky pick-ups per unit per year. Each bulky item collection weighed about 464.43 lbs. on average. CR&R also provided holiday greenery collection services to all residents. Single-family and multi-family residents with cart service were instructed to place their holiday greenery by the curb on a pre-designated day between December 26, 2016 and January 6, 2017 for pick-up. This program collected 24.85 tons of holiday greenery in single-family residences. This tonnage collected from this program is included in 3000-CM-RCG.		
2080-RC-SPE (Special Collection Events)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 1992	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No
Jurisdiction Notes: 2017: Four special events within the City were serviced with recycling containers: The Fourth of July Celebration, the Half-Marathon 5k event, Build a Fort, and Laguna Hills Halloween. Of the 4 tons generated at these 4 special events, a total of 2.67 tons of material was diverted from the landfill. This equals a 60.18% diversion rate for the large special events. This tonnage is included in 2030-CM-OSP. The City also provided organics recycling containers at the annual Fourth of July Celebration to capture corn husks from the 873 corn-on-the-cobs sold by Boy Scouts. The husks filled 1.5 65-gal containers and were serviced by CR&R and taken to the CORE facility.		
2090-RC-OTH (Other Recycling)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
Jurisdiction Notes: 2017: In the previous year, the Laguna Hills Mall utilized a baler to recycle cardboard from retail operations, which was sold directly to a paper buyer. Due to reduced retail operations, this activity was discontinued. Since then, the cardboard has been collected exclusively by CR&R utilizing a recycling compactor, which recycled 28.39 tons of cardboard in 2017. See 2030-RC-OSP for mall tonnage by material types. The mall recycling program began in 2008 and was implemented to provide recycling service in common areas. The program positioned one recycling receptacle next to each of the 32 trash receptacles in the mall interior to collect commingled recyclables from mall patrons. The City and its consultant worked with the developers of the Five Lagunas project to ensure that all retailers will have access to recycling organics when the development is completed. During the renovation, this program was reduced to eight recycling receptacles paired with MSW receptacles within the mall.		

Annual Report Summary: **Laguna Hills (2017)****3000-CM-RCG (Residential Curbside Greenwaste Collection)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1994	Existed before 1990: No
	Report Year Diversion Tons: 4264.14	Selected in SRRE: Yes
		Owned or Operated: No

Selected Program Details:

Single-family residences | Green Waste

Jurisdiction Notes:

2017: This program accounted for 4,264.14 tons of green waste. There were 8,276 green waste barrels in the City at the end of 2017. On average, each residential household participating in the program generated 23 lbs. per week of green waste. This tonnage figure includes 24.85 tons of green waste material collected by CR&R's Annual Holiday Greenery Program from residential and multi-family sources. The total tonnage reported under 3000-CM-RCG excludes 644.46 tons of stable bedding and manure collected from residential curbside programs, which is reported under 3070-CM-OTH. The City noted that the amount of green waste allocated to CR&R's franchise operations by the County exceeds the amount of green waste reported to the City of Laguna Hills by CR&R. The City's consultant worked with CR&R to determine that the tonnage disparity was a result of wood, inserts (dirt/fines), and manure being included in CR&R's tonnage of ADC reporting to the county.

3010-CM-RSG (Residential Self-haul Greenwaste)

Current Status: SO - Selected and Ongoing	Program Start Year: 1994	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No

Jurisdiction Notes:

2017: Tierra Verde Industries (TVI) green waste processing facilities, located in San Juan Capistrano and Irvine, received 943.32 tons of self-hauled green waste from Laguna Hills in 2017. Conversations with the facility manager at Tierra Verde Industries (TVI) determined that the facility does not track the origin of inbound self-haul loads of greenwaste by residential or commercial generators. However, the facility manager indicated that the allocation of 35% residential and 65% commercial in origin provided in previous reports continues to be accurate. Applying these the residential allocation of 35% of total inbound yields a tonnage of 330.16 that were generated and self-hauled from residential sources. The green waste materials taken to TVI's green waste facilities were processed and used as Alternative Daily Cover (ADC) at County landfills. This tonnage is reported under the 7040-FR-ADC PARIS code.

3020-CM-COG (Commercial On-Site Greenwaste Pick-up)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2005	Existed before 1990: Yes
	Report Year Diversion Tons: 71.48	Selected in SRRE: No
		Owned or Operated: No

Selected Program Details:

Green Waste

Jurisdiction Notes:

2017: The City's contract hauler, CR&R collected 71.48 tons of green waste in roll-off boxes from commercial sites.

3030-CM-CSG (Commercial Self-Haul Greenwaste)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1995	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Annual Report Summary: **Laguna Hills (2017)****Jurisdiction Notes:**

2017: Tierra Verde Industries (TVI) green waste processing facilities, located in San Juan Capistrano and Irvine, received 943.32 tons of self-hauled green waste from Laguna Hills in 2017. Conversations with the facility manager at Tierra Verde Industries (TVI) determined that the facility does not track the origin of inbound self-haul loads of greenwaste by residential or commercial generators. However, the facility manager indicated that the allocation of 35% residential and 65% commercial in origin provided in previous reports continues to be accurate. Applying the commercial allocation of 65% of total inbound yields a tonnage of 613.16 that were commercial in origin. The green waste materials taken to TVI's green waste facilities were processed and used as Alternative Daily Cover (ADC) at County landfills. This tonnage is reported under the 7040-FR-ADC PARIS code.

3035-CM-COR (Commercial Organics Recycling)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2016	Existed before 1990: No
	Report Year Diversion Tons: 280.04	Selected in SRRE: No
		Owned or Operated: No

Selected Program Details:

Source separated | Green Waste | Food Waste | Landscape and Pruning Waste | Nonhazardous Wood Waste

Jurisdiction Notes:

Source-separated food scrap materials collected from these sources are taken to the Waste Management CORE facility in Orange (SWIS 30-AB-0363). Mixed waste processing of organics was not utilized in the City. The City's community center hosts private events such as weddings and Quinceañeras and provides food scrap composting services to collect any food scraps generated on site. A brochure about CR&R's food scraps flyer can also be found on the City of Laguna Hills' website. This brochure can be accessed here: <http://www.ci.laguna-hills.ca.us/DocumentCenter/View/340>. In 2017, the food scraps program diverted an average of 23.3 tons per month, a six-ton per-month increase since 2016. CR&R and City's consultant provided posters, stickers, and training sessions to restaurant staff and managers. The materials collected from these sources are taken to the Waste Management CORE facility in Orange (SWIS 30-AB-0363). In 2017, the program diverted a total of 280.04 tons of materials.

3040-CM-FWC (Food Waste Composting)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1996	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

Please see 3035-CM-COR for more information re: commercial organics recycling.

3060-CM-GOV (Government Composting Programs)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1995	Existed before 1990: No
	Report Year Diversion Tons: 685.92	Selected in SRRE: No
		Owned or Operated: Yes

Jurisdiction Notes:

2017: As mentioned in 3040-CM-FWC, the City provides food scrap composting containers to private event managers and caterers that rent out the community center. Additionally, the City contracted with Nieves, a landscaping company, to maintain some of the City's landscaping. Additionally, the City's tree-trimming contractor, West Coast Arborists, reported hauling 685.92 tons of green waste in 2017. West Coast Arborist hauled this tonnage to WCA Irvine Wood Yard and Tierra Verde Industries Irvine.

3070-CM-OTH (Other Composting)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2003	Existed before 1990: No
	Report Year Diversion Tons: 644.46	Selected in SRRE: No
		Owned or Operated: No

Annual Report Summary: **Laguna Hills (2017)****Jurisdiction Notes:**

2017: At the close of 2017, there were 116 90-gallon barrels used by 24 accounts in the residential community to collect discarded stable bedding and manure accounting for 644.46 tons of diversion.

4020-SP-TRS (Tires)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: After years of providing data to the City via their consultant's request, Lakin Tire Co. failed to respond to several data requests regarding tonnage collected of tires in 2017 in the City of Laguna Hills. As a result, the City is unable to provide tonnage figures for this Paris code. Though no tonnage was reported, any tires collected by tire recyclers in the City of Laguna hills are either retreaded or utilized for the following applications: tire-derived aggregate, rubberized asphalt, tire-derived fuel, crumb rubber feedstock, or athletic surfacing.

4030-SP-WHG (White Goods)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1992	Existed before 1990: No
	Report Year Diversion Tons: 16.31	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: All residents of single-family and multi-family dwellings are allowed 2 free pick-ups of white goods. Residential pickup is free and businesses are charged \$53.33 per pick-up. CR&R collected 14.71 tons of white goods from residential households and multi-family dwellings. There were 364 white goods collection requests from single-family homes and no requests from businesses. Each white goods collection weighed 80.82 lbs. on average. The County reported that 1.60 tons of white goods were salvaged from County-run landfills. The City hosted a CR&R resource that is titled "Part of Being a Good Neighbor", which had a section focusing on white goods. This section pointed out that household appliances containing Freon and other white goods cannot be placed in bins. Examples of white goods were provided. CR&R's contact number was also listed. This resource can be accessed here: <https://www.ci.laguna-hills.ca.us/documentcenter/view/329>

4040-SP-SCM (Scrap Metal)

Current Status: SO - Selected and Ongoing	Program Start Year: 2017	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: CR&R collected source-separated scrap metal loads from construction sites. Additionally, scrap metal collected from mixed loads of C&D would be diverted. These tonnages are included in 4060-SP-CAR.

4050-SP-WDW (Wood Waste)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2009	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: CR&R collected source-separated wood waste loads from construction sites. Additionally, wood waste collected from mixed loads of C&D would be diverted. These tonnages are included in 4060-SP-CAR.

4060-SP-CAR (Concrete/Asphalt/Rubble)

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: No
	Report Year Diversion Tons: 36868.33	Selected in SRRE: Yes
		Owned or Operated: No

Annual Report Summary: **Laguna Hills (2017)****Selected Program Details:**

Asphalt Paving | Concrete/cement | Gypsum Board/drywall | Rock, soils and fines | Mixed C + D

Jurisdiction Notes:

2017: CR&R continued to be the sole collector and processor of all C&D materials generated within the City limits. CR&R diverted a combined total of 2,361.98 tons of source-separated and commingled C&D materials collected in 3-cubic yard cleanup bins (CUBs) and roll-off boxes varying in size from 10 to 40 cubic yards. Of the 2,361.98 tons of C&D diverted, 2,226.76 tons were diverted at CR&R's C&D processing facility in San Juan Capistrano, 87.05 tons were diverted via source-separation, and 12.17 tons were diverted at its CRTransfer C&D processing facility located in Stanton. CRTransfer collected and processed 0.5% of the total 2,262.76 diverted tons of mixed C&D collected. The CRTransfer facility diverted 12.17 tons of the 16.13 tons of inbound C&D debris and achieved a 75% diversion rate. CR&R's South County C&D processing facility in San Juan Capistrano received 2,865.22 tons of inbound C&D in 2017, or about 95% of the mixed C&D materials collected in the City. The facility diverted 2,262.76 tons of these materials and achieved an 78.5% diversion rate in 2017. Source-separated roll-off boxes of concrete accounted for 87.05 tons of diversion, or 4% of all C&D materials diverted by CR&R. Overall, CR&R achieved a recovery rate of 80% for all the C&D materials collected in 2017. The City's C&D Ordinance requires all covered projects to divert at least 65% of the materials generated at the job site. If a contractor fails to comply with this ordinance, their deposit is withheld. In 2017, 25 permits were required to provide a C&D plan and a deposit but only 17 projects were completed in 2017. Of these 17 projects completed in 2017, 6 complied with the City's C&D ordinance (35%) and 11 failed to submit C&D summary and weight tickets (65%). Of the 6 projects whose contractors provided diversion documentation, 3 used CR&R to collect and process C&D materials generated by the project and the other 3 used other haulers. To encourage contractors to use CR&R to collect and process C&D materials, the City does not require extensive weight ticket reporting if the contractor uses CR&R. However, if the contractor uses a non-contract hauler or self-hauls debris to a facility that is not operated by CR&R, the contractor is required to provide all weight tickets in order to receive their security deposit. The three projects that opted to use non-franchise haulers or facilities (sometimes including CR&R tickets) diverted 19.51 tons of C&D materials. The City completed 3 CIP projects in 2017. These projects entailed street repairs, which generated an estimated 156.38 tons of asphalt, concrete, and road base, all of which was recycled through local grinding facilities or reused onsite as road-base. The 5 Lagunas continued the demolition and building process in 2017. Construction activity at the 5L site generated 34,196.04 tons of C&D waste, 34,060.46 tons of which was either recycled or reused on site. A majority of this tonnage, 33,250 tons, was concrete, which was generated from demolition of existing concrete tilt-up structures as well as parking lot demolition, and reused on site as base materials. Please note that this concrete reuse tonnage was mistakenly reported in 2016 's EAR. The developer, Merlone Geier, also reported diverting 396.16 tons of mixed C&D; 400.12 tons of metal; and 40.88 tons of green waste. In total, the project diverted 99.6% of the materials generated. In 2017, the City created a resource with several approved local C&D recycling facilities. This resource includes what materials they accept at each of the nine facilities. This resource can be accessed here: <https://www.ci.laguna-hills.ca.us/documentcenter/view/345>.

4090-SP-RND (Rendering)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2002	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: Restaurants continue to separate grease trap and fryer grease for collection. The recycling companies do not have an accurate system in place to track the specific quantities of grease recycled in the restaurants located in the City. Therefore, it is not currently possible for the City to realistically estimate the quantity of grease recycled.

5000-ED-ELC (Electronic (radio ,TV, web, hotlines))

Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No

Annual Report Summary: **Laguna Hills (2017)****Jurisdiction Notes:**

2017: The City continues to make information regarding trash and recycling available to its residents on the Trash Recycling Services webpage located in the Community Services section of the City website, www.ci.laguna-hills.ca.us/206/Trash-Recycling-Services. The City updated its website to include information about AB 341, which can be found here: www.ci.laguna-hills.ca.us/213/Assembly-Bill-341. The AB 341 website reads: "Assembly Bill 341 (AB 341) was signed into law in October 2011 and will require certain types of commercial and multi-family complexes to subscribe to recycling services by July 1, 2012. Specifically, businesses that have four or more cubic yards of trash service and multi-family complexes with five or more units are required to recycle. For more information on the requirements in AB 341, please visit CalRecycle's website. CR&R, the contract hauler in Laguna Hills, offers several types of discounted recycling programs that would help your business comply with AB 341 and save money on your monthly disposal bills. For more information on CR&R's recycling programs, please visit CR&R's website." The website also includes information pertaining to: commercial and residential recycling programs, residential and commercial waste reduction tips; C&D recycling; beverage container recycling in City parks; food scraps recycling; recycling facts; and a list of acceptable items in the curbside recycling program. The webpage provides a link to CR&R's website, the current fee schedule for commercial and residential service. The City also has pdfs of City Views displayed on its website. City Views is a quarterly publication sent out to all residents and businesses, informing them of local news and activities within the City. The publication frequently includes an environmental section that notifies residents of solid waste reduction programs. Since City Views is mainly distributed through print, it will be reported under 5010-ED-PRN. A link to the electronic archives of the City Views is www.ci.laguna-hills.ca.us/Archive.aspx?AMID=41.

5010-ED-PRN (Print (brochures, flyers, guides, news articles))

Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No

Jurisdiction Notes:

2017: CR&R also has a quarterly publication that appears as a billing insert for all Laguna Hills accounts. This publication, called the "Environmental News" encourages proper recycling behavior and raises awareness of issues related to conventional recycling, composting, and proper disposal of hazardous waste. In January of 2017, CR&R distributed the "Environmental News Winter Edition", which notified residents about the 75% statewide recycling goal by 2020. The article included this link to CalRecycle's website to learn more: <http://www.calrecycle.ca.gov/75percent/> and encourages activities that minimize waste such as mending furniture, clothes and renting or borrowing objects that you need occasionally. In addition, purchasing durable and long lasting goods with minimal packaging and purchasing only what you need are also recommended strategies. A graphic depiction of what of what can be recycled as also included including many textile items including clothing, shoes, linens, towels if placed in a clear bag. The issue also encouraged utilizing bulky item pick up services from CR&R. In the Spring edition, CR&R advertised its compost give-away event and informed residents of how to pay their bills without using paper. It also encouraged customers to use reusable bags due to Prop 67. CR&R's services were also promoted for spring cleaning. The Summer edition of Environmental News pointed out that Laguna Hills contamination rates of recycling streams have been increasing. It points out the specific problem of needles injuring workers in MRF lines and to properly dispose such items. Lastly, customers are referred to their residential recycling guide for all the details on what can and can't be recycled. E-billing is also encouraged by CR&R to minimize waste. This article is followed by a segment about Styrofoam/polystyrene encouraging residents to put Styrofoam in the trash containers. The article also discourages the use of polystyrene in general pointing to environmental problems and likely carcinogenic nature and ability to leach chemicals and contaminate food. The article points to the destructive nature of polystyrene in marine ecosystems. Lastly, this segment encourages the use of polystyrene substitutes made from corn plastics, fungi, and other materials. A link to www.earthresource.org is also provided. The next segment in the Summer edition provided extensive information on how and where to properly dispose of household hazardous materials. City Views is a quarterly publication produced by the City of Laguna Hills. In 2017, the Spring edition of City Views advertised an event hosted by the City, CR&R, and Paper Depot called the Garage Clean-up and Paper Shredding Event. There was no limit to the amount of bulky items, trash and donatable items that residents could bring to the event held at Laguna Hills High School on April 15th. The Fall edition of City Views had a one page information sheet about recycling, which focused on AB 341 and AB 1826. This resource called "It's the Law: Business Recycling" began by explaining the 75% goal and how getting organic materials out of the landfills will reduce GHG emissions. The resource then provided specifics about AB 341 and AB 1826, including thresholds for implementation, what materials need to be collected and recycled. CR&R's website and customer service line were provided for businesses interested in setting up recycling or food scraps recycling programs. The resource even shows the diversion rates for residential, multifamily, and commercial sectors as well as construction demolition. This City views article can be found by clicking this link: <http://www.ci.laguna-hills.ca.us/ArchiveCenter/ViewFile/Item/115> (scroll to page 1).

5020-ED-OUT (Outreach (tech assistance, presentations, awards, fairs, field trips))

Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes

Annual Report Summary: **Laguna Hills (2017)**

		Owned or Operated: No
Jurisdiction Notes: 2017: The City's hauler conducted site audits to every commercial and multi-family generator within the AB 341 threshold that weren't already recycling. The data collected from these site audits was used to develop cost-saving proposals for all AB 341 and AB 1826 non-compliant businesses and multi-family generators within the City. Proposals sent to businesses and multi-family communities informed them about how to comply with the law and of the cost-incentives built into the existing trash and recycling rate structure. As mentioned under 3040-CM-COM, all Tier 1 generators were notified of the organics diversion requirements set forth in AB 1826 and were provided cost-saving proposals for integrating organics recycling service. In 2017, the City and EcoNomics, Inc. continued to meet as a recycling working group on a monthly basis with CR&R's Recycling Coordinator, Senior Vice President, and Community Outreach Manager, in part to review and track multi-family and business recycling outreach efforts. CR&R is contractually obligated, at least once per year, to contact every multi-family and commercial account that does not have recycling. CR&R is also required to meet with the top 25 trash generators in person to recommend a cost-saving recycling plan. The purpose of CR&R contacting accounts is to notify managers of the financial incentives of recycling and to increase participation in recycling programs. The progress reports that detail these account contacts is part of the discussion at the monthly meetings with the City, EcoNomics, and CR&R. CR&R's Recycling Coordinator also includes a list of accounts contacted by CR&R as part of the quarterly reports to the City. In 2017, EcoNomics hand delivered written notices from the City to all Tier 2 generators encouraging them to implement organics recycling programs to comply with state law and in some cases reduce disposal costs. Six businesses implemented organics recycling programs as a result of this letter in 2017. Every new food waste account received training, signages and training materials including food waste, recycling and hazardous waste. In 2017, an estimated 267 Laguna Hills residents visited the Eco-Challenge exhibits at the Discovery Science Center. The Discovery Science Center provides a series of interactive exhibits, including the "Discovery Market" to get children to think about buying environmentally friendly products, recycling, proper disposal of hazardous items and conserving landfill space.		
5030-ED-SCH (Schools (education and curriculum))		
Current Status: SO - Selected and Ongoing	Program Start Year: 2009	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
Jurisdiction Notes: 2017: In 2017, an estimated 267 Laguna Hills students participated in County-funded sustainability education programs conducted by Discovery Science Center and 711 by Inside the Outdoors.		
6000-PI-PLB (Product and Landfill Bans)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
Jurisdiction Notes: 2017: County bans continued to prohibit the following items from the landfill: asbestos, batteries, brake linings, chemicals, fuel tanks, mufflers, paints, poisons, hazardous waste, animal parts, body parts, medical waste, radioactive materials, auto body shredder wastes, fuels, heavy metals, explosives, pesticides, contaminated soil, liquid waste, nuisance dust, CRTs, chemically treated wood waste, and tires. Routine load checks performed by the County insured this policy was enforced.		
6010-PI-EIN (Economic Incentives)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1995	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
Selected Program Details: Variable can rate/Quantity based user fee Discounts Differential tipping fee Unlimited recycling Deposit Rebate		
Jurisdiction Notes: 2017: As part of the 8-year contract extension Amendment between the City and CR&R, in addition to the existent 50% discount when compared to equivalent trash service, CR&R further reduced its commercial recycling and food scrap rates to provide an additional discount ranging between 2.5% and 29%. For example, single stream recycling containers are now offered at 51% to 69% discount when compared to a trash container of the same size and service levels. Additionally, per the recent contract amendment with CR&R, all rates for service were reduced by 1% to 47.5% (depending on level of service) and all annual rate increase adjustments were frozen until October 2016. The City has liquidated damages built into the contract if CR&R fails to divert 50% of the materials it handles.		

Annual Report Summary: **Laguna Hills (2017)****6020-PI-ORD (Ordinances)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1995	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes

Selected Program Details:

C & D ordinance | Mandatory waste collection

Jurisdiction Notes:

2017: No new solid-waste related ordinances were passed in 2017. The City began the process of revising its C&D ordinance in 2017 to match the requirements of CALGreen, specifically as they relate to minimum project thresholds. The revised ordinance was approved by City Council in July 2018.

7000-FR-MRF (MRF)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2002	Existed before 1990: No
	Report Year Diversion Tons: 4668.79	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: CR&R sent all single-stream commercial and residential recyclable materials to their South County transfer station in San Juan Capistrano and then transshipped all of the collected materials to their clean MRF, located at Western Avenue in Stanton. As mentioned previously, as part of its 8-year contract extension, CR&R was required to conduct waste characterizations of its waste stream on an annual basis beginning in 2015. The diversion allocations from the characterizations at the Western Avenue MRF are reported under 2000-RC-CRB for the residential curbside recycling program and 2030-RC-OSP for the commercial single-stream recycling program. The commercial single-stream diversion allocation is applied to recyclable materials collected at both commercial and multi-family single-stream recycling accounts. In addition, some multi-family accounts and commercial businesses are collected on the commercial 'A' Route. The 'A' Route is a route that contains bins which have been identified as containing high proportions of recyclable materials. All material collected from the commercial 'A' Routes and the multi-family 'A' routes is taken to CR&R's dirty MRF, CRT (SWIS #30-AB-0013), located on Knott Avenue in Stanton. 2482.13 tons of material were diverted from two commercial 'A' Routes operating 6 days per week, and 1369.90 tons of material were diverted from one multi-family 'A' route operating 6 days per week. In addition to front-loader accounts, 816.76 tons of material were diverted from commercial permanent roll-off boxes and compactors. The total of these three tonnages equals 4,668.79 tons. In 2017, materials collected from the commercial and multi-family sector and subsequently processed at the dirty MRF (CRT), were found to have the following diversion allocations: commercial A-route (36.35%), multi-family A route (43%), and commercial roll-off (56%).

7010-FR-LAN (Landfill)

Current Status: SO - Selected and Ongoing	Program Start Year: 1995	Existed before 1990: No
	Report Year Diversion Tons: 3.77	Selected in SRRE: Yes
		Owned or Operated: No

Jurisdiction Notes:

2017: 3.77 tons of landfill salvaging at the three County-run landfills was allocated to the City by the County.

7030-FR-CMF (Composting Facility)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2002	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: CR&R delivered 280.04 tons of food scraps that originated within the City to Waste Management's CORE facility in Orange (SWIS # 30-AB-0363). This tonnage is reported in 3040-CM-FWC. The City's landscaping contractor, Nieves, hauled green waste collected from City parks and medians to Tierra Verde Industries (SWIS #30-AB-0403) for processing. The landscape contractor reported delivering 685.92 tons of materials to these facilities in 2017. The City's arborist, West Coast Arborist, reported delivering green waste to TVI and its own facility in Irvine. This tonnage is reported in 3060-CM-GOV. CR&R operates a green waste composting facility at its San Juan Capistrano transfer station (SWIS #30-AB-0395) that processes a percentage of the City's green waste.

Annual Report Summary: **Laguna Hills (2017)****7040-FR-ADC (Alternative Daily Cover)**

Current Status: AO - Alternative and Ongoing	Program Start Year: 2002	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: 9,905.20 tons of ADC were allocated to the City by the County of Orange and was reported to CalRecycle's Disposal Reporting System (DRS). Of this total ADC reported to the county, 9,905.20 tons of material was handled by CR&R and the remainder was taken as self-haul to Terra Verde Industries (SWIS # 30-AB-0403). In accordance to Amendment NO 1 with CR&R, CR&R is required to process all Greenwaste that it collects in Laguna Hills at a compost facility to minimize the ADC that is delivered to the landfill.

8000-TR-WTE (Waste To Energy)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2008	Existed before 1990: No
	Report Year Diversion Tons: 1354.17	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: According to CalRecycle's records, CR&R sent 1,353.68 tons of post-processing residue to the South-East Resource Recovery Facility (SERRF) and 0.49 tons of materials to Commerce Waste to Energy.

8010-TR-BIO (Biomass)

Current Status: DE - Dropped in an earlier year	Program Start Year: 2007	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

Discontinued in 2007

9000-HH-PMF (Permanent Facility)

Current Status: SO - Selected and Ongoing	Program Start Year: 1994	Existed before 1990: No
	Report Year Diversion Tons: 13.27	Selected in SRRE: Yes
		Owned or Operated: No

Jurisdiction Notes:

2017: Residents may dispose of their household hazardous waste for free at one of four County operated facilities. The facilities are open Tuesday through Saturday from 9 am to 1 pm and are closed on rainy days, 4th of July, Thanksgiving, Christmas, and New Year's Day. Residents may bring up to 15 gallons of liquid or 125 pounds of solid material. There is no limit to the amount of trips a resident may make. The City contributes their CalRecycle used oil funds to the County to support operation of these facilities and for public education related to HHW. In 2017, 523 vehicles with loads of HHW originating in Laguna Hills were delivered to County facilities. Specific jurisdiction material weights were not tracked by the County but with 50.76 pounds as the weight of an average HHW load delivered to county facilities, it can be estimated that about 13.27 tons of HHW were collected from Laguna Hills residents in 2017.

9010-HH-MPC (Mobile or Periodic Collection)

Current Status: SO - Selected and Ongoing	Program Start Year: 2009	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Annual Report Summary: **Laguna Hills (2017)****Jurisdiction Notes:**

2017: In 2017, The City, CR&R, and Paper Depot hosted a garage clean-up. This event was advertised in the Spring City Views publication. CR&R reported that they collected 13.4 tons of materials (mostly bulky items and e-waste items). There was no limit to the amount of bulky items (including electronic), trash (including electronic) and donatable items (including electronic) that residents could bring to the event held at Laguna Hills High School on April 15th. Paper Depot reported 5.7 tons of paper collection and 400 lbs of boxes were recycled in 2017. While they are not officially tracked by the City, it is likely that there were several independently run e-waste collection fundraisers that took place in the City in 2017.

9020-HH-CSC (Curbside Collection)

Current Status: SO - Selected and Ongoing	Program Start Year: 2003	Existed before 1990: Yes
	Report Year Diversion Tons: 12.88	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: As part of the 8-year contract extension between the City and CR&R, CR&R began providing door-step collection of all HHW items on October 1, 2014. The door-step HHW program collects batteries, florescent bulbs and tubes, aerosol cans, paints, pesticides and mercury containing switches. In 2017, 83 residents took advantage of the curbside HHW collection service. Additionally, CR&R collected 12.88 tons of e-waste from residents on an on-call and no charge basis. Included in this 12.88 tons of e-waste was one commercial e-waste collection requests. A total of 210 single-family homes requested the e-waste pick-up services in 2017.

9030-HH-WSE (Waste Exchange)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1999	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: The County offers a "Material Exchange Program" at the Irvine household hazardous waste collection facility. Most household, automotive, and yard care products are hazardous and can contaminate ground water when improperly disposed as MSW in the land fill. The "Material Exchange Program" program enables residents to drop off or pick up a maximum of 125 pounds of partially used home, yard and automotive care products at no cost. The City contributes their CalRecycle used oil funds to the County to support the operation of these facilities and for public education related to HHW.

9040-HH-EDP (Education Programs)

Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No

Jurisdiction Notes:

2017: The Summer edition of Environmental News, which was distributed to all residential households by CR&R, provided a definition of what materials constitute hazardous. This resource also provides contact information and address to county facilities where HHW can be take to be disposed properly. The City created a one page guide on household hazardous waste that can be downloaded by visiting the following webpage: <https://www.ci.laguna-hills.ca.us/documentcenter/view/442>. This resource defines household hazardous waste, explains how different types of HHW can be properly disposed in different way. This resource provides a phone number to a CIWMB's HHW recycling hotline, a phone number to local HHW collection facilities, and a list of common HHW products. The City hosted a CR&R resource that is titled "Part of Being a Good Neighbor", which focuses on proper HHW and bulky item disposal. This guide explains what HHW is, lists several examples of products containing HHW, and that HHW must be properly disposed of. Two locations are listed (including maps depicting locations of HHW collection centers) and the county phone number and website is listed. This resource explained that electronic waste is anything with a circuit board or battery and that it is illegal to dispose of e-waste in CR&R bins. Several examples of e-waste are provided in addition to information of how electronic waste can be properly disposed of through the county disposal facilities or CR&R. This resource can be accessed here: <https://www.ci.laguna-hills.ca.us/documentcenter/view/329>. The County provided a guide that compiles many of the options for proper disposal of sharps including drop off locations and mail in options. This resource can be accessed here: <http://www.oclandfills.com/hazardous/disposal>. At the bottom of the "Trash Recycling Services" webpage is a section called "Reed Documents" which includes a link to OC Waste & Recycling's information on proper hazardous waste disposal and information on local collection facilities is included.

9045-HH-EWA (Electronic Waste)

Annual Report Summary: Laguna Hills (2017)

Current Status: AO - Alternative and Ongoing	Program Start Year: 2003	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: 12.88 tons of electronic waste was collected by CR&R in 2017. 210 e-waste items were collected for free from residents in the City. Businesses are charged per item. There was 1 commercial pickups in 2017. These materials were recycled through Electronics Recycling Industries (ERI). ERI processes all electronic materials domestically at their facility in Fresno. On average, each e-waste item collected in the City weighed 122.67 lbs. Since e-waste was collected through a curbside program, this tonnage is reported under 9020-HH-CSC.

9050-HH-OTH (Other HHW)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1994	Existed before 1990: No
	Report Year Diversion Tons: 1.06	Selected in SRRE: No
		Owned or Operated: No

Jurisdiction Notes:

2017: The City continued to use funds from its recycling funds to support a drop-off program for CFLs and batteries at 3 locations throughout the City. The materials were collected and processed by Mercury Disposal Systems (MDS), an Orange County-based collector and processor of hazardous materials. The City of Laguna Hills and Lamps Plus both accept batteries and florescent bulbs at three Laguna Hills locations, The Laguna Hills City Hall, Laguna Hills Civic Center, and at Lamps Plus (23451 Avenida De La Carlota). They have collected combined a total of 1,453 lbs. of batteries and 258 CFL bulbs. The bulb collection portion of the program diverted the following weights in 2017: 258 lbs. of CFLs, 97 lbs. of 4 foot tubes, and 46 lbs. of U Shaped tubes. A total of 0.93 tons (or 1854 lbs.) of both bulbs and batteries were diverted through this program. The following conversion factors, found in the Department of Toxic Substance Control (DTSC) Guide to Complete Forms CalRecycle 303a and 303b Household Hazardous Waste Collection Information were used to calculate the weight of bulbs collected: 0.25 lbs. per CFL, .125 lbs. per 1 foot tube, .25 lbs. per 2 foot tube, .5 lbs. per 4 foot tube, and 1 lb. per 8 foot tube. At the time of filing, the DTSC did not have a conversion factor for circular tubes, u-shaped tubes, and high-intensity discharge. A conservative estimate of .25 lbs. was used for these bulbs when calculating the tonnage diverted through this collection program. The City also funded a Sharps disposal program. The program allows residents to pick-up a free puncture resistant 1-quart sharps collection container at Dial-Drug, a local pharmacy. When the resident fills the container with sharps, they drop it off at the Dial Drug location. Dial Drug keeps the 1-quart containers in an 18-gallon tub which is shipped by Sharps Compliance's to an incinerator. In 2017, residents contributed 24.0 lbs. of sharps. Residents also could drop-off up to 5-gallons of paint at a local paint store through the statewide Paintcare EPR program, including at one location in Laguna hills. PaintCare reported diverting 94% of paint products collected in 2017. In 2017 the city organized two drop off events for National Take Back Day at Laguna Hills City Hall in April and October. During these events the city collected 16 boxes of unused/unwanted/expired medication which weighed approximately 242 lbs. Additionally, The County of Orange operates a used oil collection program that partners with local auto supply stores and mechanics to allow residents to drop off oil filters and used motor oil for recycling. Three locations participated in the program in 2017 and collected 105 gallons of used oil and 15 filters from residents who opted to change their own oil.

Mandatory Commercial Recycling (MCR)

This detailed information was entered in the 2030 code noted above in the SRRE and HHWE Diversion Programs.

EDUCATION AND OUTREACH

Note: Regional Agencies should address education and outreach for individual members.

1. Describe education and outreach methods for the reporting year for electronic, print and direct contact, including those done by the jurisdiction and by the hauler(s).

Annual Report Summary: Laguna Hills (2017)

MCR Outreach – Education/Outreach: 1) Electronic: AB341 information is included on the City and hauler's website. 2) Print: The City's waste hauler distributed brochures updated to reflect AB341 and were mailed to all hauler businesses and multifamily accounts in 2017. Information on AB341 was included in the City Views Magazine in the fall edition and online. Letters were sent to businesses regarding AB341 with a self-reporting form as well as a separate letter to multifamily complexes. Schools received their own letter about AB341 as well as a handout with further information. 3) Direct Contact: In 2017 the hauler and/or consultant visited 22 businesses and shared AB341 information with them.

Additional information provided by jurisdiction: All commercial and multi-family customers received a recycling brochure in October notifying them of the requirements of AB 341. The brochure indicated that commercial recycling is the law and provided details about how to comply with AB 341. Additionally, the City and EcoNomics, Inc. continued to meet as a recycling working group on a monthly basis with CR&R's Sustainability Coordinator and Senior Vice President in 2017, to concentrate efforts on maximizing recycling activity in the commercial sector and to identify solutions to perceived program implementation barriers. The City continues to make information regarding trash and recycling available to its residents on the Trash Recycling Services webpage located in the Community Services section of the City website, www.ci.laguna-hills.ca.us/206/Trash-Recycling-Services. The City updated its website to include information about AB 341, which can be found here: www.ci.laguna-hills.ca.us/213/Assembly-Bill-341. The AB 341 website reads: "Assembly Bill 341 (AB 341) was signed into law in October 2011 and will require certain types of commercial and multi-family complexes to subscribe to recycling services by July 1, 2012. Specifically, businesses that have four or more cubic yards of trash service and multi-family complexes with five or more units are required to recycle. For more information on the requirements in AB 341, please visit CalRecycle's website. CR&R, the contract hauler in Laguna Hills, offers several types of discounted recycling programs that would help your business comply with AB 341 and save money on your monthly disposal bills. For more information on CR&R's recycling programs, please visit CR&R's website." The website also includes information pertaining to: commercial and residential recycling programs, residential and commercial waste reduction tips; C&D recycling; beverage container recycling in City parks; food scraps recycling; recycling facts; and a list of acceptable items in the curbside recycling program. The webpage provides a link to CR&R's website, the current fee schedule for commercial and residential service. The City also has pdfs of City Views displayed on its website. City Views is a quarterly publication sent out to all residents and businesses, informing them of local news and activities within the City. The publication frequently includes an environmental section that notifies residents of solid waste reduction programs. Since City Views is mainly distributed through print, it will be reported under 5010-ED-PRN. A link to the electronic archives of the City Views is www.ci.laguna-hills.ca.us/Archive.aspx?AMID=41. CR&R also has a quarterly publication that appears as a billing insert for all Laguna Hills accounts. This publication, called the "Environmental News" encourages proper recycling behavior and raises awareness of issues related to conventional recycling, composting, and proper disposal of hazardous waste.

2. If applicable, please describe any challenges encountered in implementing education and outreach for the jurisdiction's commercial recycling program. If not applicable, enter N/A.

There are limited challenges in providing education and outreach, as defined by CalRecycle, to all generators. Where the challenges arise is when it comes to actually implementing lasting and sustainable AB 341 source-separated recycling programs. Resistance to AB 341 occurs due to several factors, including that some generators are not motivated by compliance, are aware that non-compliance comes with no penalties, or space constraints prevent new programs. Some decision makers are reluctant because they don't want to pay for new services. Difficulties effectively conveying programs to decision makers also exist and range from basic language barriers to an on-site manager's inability or unwillingness to properly communicate programs to the main decision maker who is often off site. There are also difficulties in many locations where illegal dumping, overflow and scavenging is common. Perhaps the biggest challenge is that the effort to educate about such programs is that those not recycling have essentially been approached regarding such programs in person or by phone several years in a row. These properties have a history reinforced by several years that nothing happens in terms of penalties when you deny these programs, thus reinforcing their tendency to say no to such programs. There are also many properties managed by certain property management firms that seem to have a general tendency to reject any and all proposals created by City Consultants or CR&R despite there often being cost savings affiliated to implementation. Many properties claim they tried recycling before and it didn't work. In all cases, City Consultants and CR&R attempt to convince decision makers to participate in the program and will help them work through their biggest concerns. Bin swaps, locking lids, split-bins, right-sizing, face-to-face outreach, free training, customized signage, new employee training packets are all tools used to reassure and thus convince the decision maker that the recycling program will be successful and sustainable in the long-term.

MONITORING

Note:

- *Regional Agencies should use the text boxes to list the totals in each field for individual members.*
- *Reporting Jurisdictions that cannot separate businesses and multifamily data should provide an explanation in the applicable text box.*
- *Reporting Jurisdictions that have an unknown number for any of the numeric fields must input a '0' into the data field and provide an explanation in the corresponding box below.*

1. Total number of covered businesses: 253

Annual Report Summary: Laguna Hills (2017)**Explanation:****2. Total number of covered businesses not recycling: 10**

Explanation: There are 10 covered businesses that that don't have any identifiable recycling programs, however some recyclable material ending up in MSW bins is being recovered through mixed waste processing.

3. Total number of covered multifamily complexes: 15**Explanation:****4. Total number of covered multifamily complexes not recycling: 0**

Explanation: Of the 15 covered multi-family complexes, 10 are participating in source-separated recycling and the remaining 3 recycle through mixed waste processing (A route). The 'A' route collects materials from generators of contaminated, wet materials, such as restaurants. In 2017, materials collected from the commercial and multi-family sector and subsequently processed at the dirty MRF (CRT), were found to have the following diversion allocations: commercial A-route (36%), multi-family A route (43%), and commercial roll-off (56%). It is highly likely that some tenants at all properties without source-separated recycling properties without CR&R recycling service do take CRV items to local buy-back centers, though this is not quantified.

5. What was done to inform those not recycling about the law and how to recycle? If the jurisdiction has an enforcement program for the Mandatory Commercial Recycling program then please provide information about what enforcement was conducted.

All those that are not recycling received a letter in 2017 from the City letting them know about the law and included a self-reporting form. They were also all contacted by hauler and/or consultant via site visits to get programs in place.

Additional data provided by the City: The City's hauler conducted site audits at every commercial and multi-family generator within the AB 341 threshold that weren't already recycling via source-separation. The data collected from these site audits was used to develop cost-saving estimates for all AB 341 and AB 1826 non-compliant businesses and multi-family generators within the City. Proposals sent to businesses and multi-family properties informed them about how to comply with the law and of the cost-incentives built into the existing trash and recycling rate structure. CR&R is also required to meet with the top 25 trash generators in person to recommend a cost-saving recycling plan. The purpose of CR&R contacting accounts is to notify managers of the financial incentives of recycling and to increase participation in recycling programs. The progress reports that detail these account contacts is part of the discussion at the monthly meetings with the City, EcoNomics, and CR&R. CR&R's Recycling Coordinator also includes a list of accounts contacted by CR&R as part of the quarterly reports to the City. All accounts received a commercial brochure informing them about AB 939, AB 341 & AB 1826 from CR&R. The City of Laguna Hills has no mandatory enforcement program but rather works directly with business managers in an effort to help them gain compliance with various laws and to potentially save money doing so. Specific steps to attain compliance includes: Following up with businesses regarding cost-saving proposals, need for establishing a program, building a working relationship, and maintaining a consistent and frequent contact with non compliant businesses.

6. If applicable, please describe any challenges encountered in implementing monitoring related to the jurisdiction's commercial recycling program. If not applicable, enter N/A.

AB 341 monitoring, as defined by CalRecycle, is a relatively straightforward process. The City strives to achieve 100% participation in CR&R's source separated recycling program. Monitoring contamination and participation in source separated recycling programs can be challenging for the reasons described in subsequent sentences. Monitoring AB 341 programs is a process that does not end. All established programs have some monitoring from the driver who services the bins. When excessive contamination is an issue, the driver tags bins. Recycling coordinators at CR&R receive reports of properties with contamination and provides additional education to such properties. Newly established programs initiated by CR&R or City Consultants from EcoNomics include intensive monitoring for the first month. This is necessary to ensure that training efforts were successful. Providing real-time (as opposed to delayed) feedback is very important to the long-term success of the programs. After the first month, monitoring is reduced and gradually becomes an occasional activity.

7. Provide the amount of recyclable material that is being diverted by covered businesses/multifamily complexes:

655 Tons

If this tonnage information is not available, please enter 0 and explain why:

Explanation:

Annual Report Summary: **Laguna Hills (2017)**

655.09 tons of source-separated recycling was collected from all participating accounts in the City. CR&R also collected 4668.79 tons of mixed waste from commercial and multi-family sources in 2017. However, CR&R does not track individual tonnage contributions by generator and these diversion tonnages likely include materials generated by non-covered generators.

Mandatory Commercial Organics Recycling (MORE)

- Detailed information for Education and Outreach, and Monitoring, may have been entered in the 3035 code noted above in the SRRE and HHWE Diversion Programs.
- A Rural City, County, or Regional Agency with an exemption per [AB 1826 Exemptions](#), completion of each of the Mandatory Commercial Organics Recycling (MORE) questions is optional.
- A Rural County/Regional Agency, is required to answer the first 2 questions on the 'Infrastructure and Barriers' tab Per [AB 876 \(McCarty, Chapter 593, Statutes of 2015\)](#).

IDENTIFICATION OF COVERED BUSINESSES/MULTIFAMILY COMPLEXES**1. Please describe the methodology used to identify covered businesses and multifamily complexes.**

The City used EcoNomics generator identification methodology to identify food service establishments that were likely to meet Tier 1 and Tier 2 generation thresholds. For the multi-family sector, the City notified all properties with 5 or more units of the requirements of AB 1826.

2. If any of this data is not available, please explain why it is not available and how you are addressing gathering the data and when it will be available?

NA

EDUCATION AND OUTREACH (all years)**1. Describe education and outreach methods for the reporting year for electronic, print and direct contact, including those done by the jurisdiction and by the hauler(s).**

MORE Outreach – Education/Outreach: 1) Electronic: AB1826 information is included on the City and hauler's websites. 2) Print: The City's waste hauler distributed brochures updated to reflect AB341 and were mailed to all hauler businesses and multifamily accounts in 2017. Information on AB314 was included in the City Views Magazine in the fall edition and online. Schools received letter about AB1826 as well as a handout with further information. 3) Direct Outreach: Hauler and/or consultant did targeted site visits in 2017 and shared information about AB1826.

Additional City info: On October 1st, all commercial and multi-family customers were sent a informational 2-page flier about the mandatory organics recycling provisions set forth in AB 1826. The brochure also included information about implementing a food scrap diversion program. CR&R offers organics recycling at a reduced rate when compared to equivalent trash service, therefore there is an incentive to businesses to implement recycling programs.

2. If applicable, please describe any challenges encountered in implementing education and outreach for the jurisdiction's organic recycling program. If not applicable, enter N/A.

Few challenges exist in terms of providing 'education and outreach', as defined by CalRecycle, to generators within the City. It is a straightforward exercise to send bill inserts to customers. The true challenge lies in implementing sustainable organics programs, as described below. Resistance to AB 1826 occurs due to several factors, including that some generators are not motivated by compliance, are aware that non-compliance comes with no penalties, or space constraints prevent new programs. Some decision makers are reluctant because they don't want to pay for new services. Difficulties effectively conveying programs to decision makers also exist and range from basic language barriers to an on-site manager's inability or unwillingness to properly communicate programs to the main decision maker who is often off site. There are also difficulties in many locations where illegal dumping, overflow and scavenging is common. Many of the common reasons managers have concerns about recycling are enhanced when it comes to food-scrap recycling, particularly with regards to vector issues, smells, and space constraints. Companies and property managers seem to be taking AB 1826 more seriously than AB 341 and haulers/consultants have the expertise and knowledge to work through practically all concerns the most skeptical managers raise. When met with skepticism, tools such as pooling cost-savings with AB 341 recycling programs' expansion or introduction, bin swaps, locking lids, split-bins, right-sizing, face-to-face outreach, free training, customized signage, new employee training packets are all tools used to reassure and thus convince the decision maker that the recycling program will be successful and sustainable in the long-term. In addition, on-site waste arrangers or off-site account managers who either are unaware of the impacts of the diversion laws or are resistant to working with City's consultants or CR&R to identify a solution.

Annual Report Summary: **Laguna Hills (2017)****MONITORING****Note:**

- *Regional Agencies should use the text boxes to list the totals in each field for individual members.*
- *Reporting Jurisdictions that cannot separate businesses and multifamily data should provide an explanation in the applicable text box.*
- *Reporting Jurisdictions that have an unknown number for any of the numeric fields must input a '0' into the data field and provide an explanation in the corresponding box below.*

1. Total number of covered businesses: 24**Explanation:****2. Total number of covered businesses not recycling organics: 18**

Explanation: All of these businesses non-compliant businesses were tier 2. By the start of 2017, all tier 1 businesses were in compliance with AB 1826 due to food scrap program implementation at Romano Cucina and Western Country Plaza.

3. Total number of covered multifamily complexes: 15**Explanation:****4. Total number of covered multifamily complexes not recycling green waste, landscape and pruning waste, and nonhazardous wood waste: 13**

Explanation: In July, the City notified all multi-family complexes with 5 or more units of the requirement to recycle green waste materials per AB 1826. The letter notification was sent via direct mail and included a self-reporting form. The City received self-reporting forms from 2 of the generators notified. All generators who reported back to the City indicated that their landscape contractors hauled green waste materials offsite after recurring landscape maintenance. The City will follow-up with all non-responsive generators during its 2018 notification to verify/document compliance.

5. What was done to inform those not recycling about the law and how to recycle? If the jurisdiction has an enforcement program for the Mandatory Commercial Organics Recycling program then please provide information about what enforcement was conducted.

In 2017 for those businesses not diverting a letter and self-reporting form was sent to the generators and the respective property managers in the case where the business was located in a plaza/shopping mall. Multi-family complexes received a letter with a self-reporting form with to determine what they are doing with their organics and offering free technical assistance with their trash hauler.

City-provided response: In August of 2017 EcoNomics used its CalRecycle-approved generator identification methodology to identify food service establishments that met or exceeded the 4 cubic yard (Tier 2) per week generation threshold of AB 1826. EcoNomics drafted letters to explain the law and compliance thresholds, explain options for achieving compliance, and provide specific contact to a City consultant assigned to their property. The letter explains that consultants from Economics are paid for by the City to help determine the appropriate services, train staff, and generally make implementation of programs as easy as possible. Notifications were sent in August and letters were also hand delivered to the service addresses by EcoNomics, who offered their services directly to the business and answered any questions they had. In 2017, these efforts led to 6 new programs, including 2 Tier 1 and 4 Tier 2 businesses. By the end of 2017, the following businesses were participating in food-scrap recycling programs: King's Fish House, Saddleback Memorial Hospital, the Laguna Hills Community Center, The Willows Foundation Cafeteria, Smart and Final, Villa Valencia Senior Living, The Hills Hotel, Lonestar Steakhouse, Chick-Fil-A. In addition to these restaurants, Romano Cucina, Original Pancake House, Rubio's Fresh Mexican Grill (LH Mall), Kula Revolving Sushi Bar (LH Mall), California Pizza Kitchen (LH Mall), La Paz Village, and Lake Hills Plaza all implemented new food scraps recycling programs in 2017.

6. If applicable, please describe any challenges encountered in implementing monitoring related to the jurisdiction's commercial organics recycling program. If not applicable, enter N/A.

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Monitoring was a straightforward exercise for food service establishments as there is a manageable number of non-compliant generators. Non-compliant generators were identified using a CalRecycle approved methodology, notified by mail, and followed-up with (in person) to implement a program. A similar process was implemented for multi-family properties. For the multi-family sector, there was a limited response rate to the self-reporting surveys (approx. 10%), so it is unclear how many multi-family properties are actually in compliance. In 2018, the City will follow-up in person with all non-responsive properties to confirm compliance status. Occasionally a business in a business cluster will take the organic training provided by the City or CR&R and not actually participate in a good faith effort. In such cases, monitoring may intensify until the issue is discovered and resolved. For example, if a business is found to only be recycling a small portion of their food generated on-site, EcoNomics will inform the manager of that business and recommend re-training if the issue persists. If the issue is not addressed with a reasonable effort, the property manager is often involved in the process to ensure the business complies fully with the program.

7. Provide the amount of organic material that is being diverted by covered businesses/multifamily complexes: 280 Tons

If this tonnage information is not available, please enter 0 and explain why:

Explanation: A: 280.04 tons of source-separated organics was collected from all organics accounts in the City. CR&R does not track individual tonnage contributions by generator.

INFRASTRUCTURE AND BARRIERS

These questions are pursuant to [AB 876 \(McCarty, Chapter 593, Statutes of 2015\)](#), and [AB 1826 Chesbro \(Chapter 727, Statutes of 2014\)](#).

Per AB 876, Questions #1, #1a, and #2, are to be reported for the entire County or Regional Agency (RA), including all cities within their boundaries. If a regional agency does not consist of all of the jurisdictions in a county, CalRecycle recommends that the county coordinate with the RA(s) and discuss how they want to compile their data. For example, it would be best if the data were for the county as a whole and not broken out by RA. In the EAR, regional agencies and the county should report the same data and explain that the data is for the county as a whole.

Per AB 1826, #3-13 are to be answered by all non-rural/exempted reporting jurisdictions for progress achieved in implementing their commercial organics waste recycling program. *Beginning with the 2017 report year, the [AB 876 \(Organics Management Infrastructure Planning\) Calculator](#) now has additional lines to show users how much of the county's/regional agency's organic waste stream is comprised of food waste. Of all the fractions of the organics waste stream, food is the most difficult to process. Chip and Grind facilities are limited to processing green material which expressly excludes food waste [(14 CCR Sections (a)(10) and (a)(21.)). Therefore, if a jurisdiction's organics capacity planning primarily relies on Chip & Grind, there is a shortfall of food waste capacity. Only a limited number of all composting facilities are permitted to take food waste; contact your hauler or facility operator to find out whether they are permitted to take food waste, or if they have plans to expand their permit to accept food waste in the future. In-vessel digesters are still fairly uncommon, but many of these do accept food waste. Additionally, do not overlook food waste reduction and edible food rescue programs in your planning.*

1. Please provide an estimate of the amount of organic waste, in cubic yards or tons, that will be disposed by the entire county (unincorporated and incorporated areas) or regional agency over a 15-year period ("Over a 15-year period," means how many tons of organic waste will be disposed of in one single year 15 years from now, not the cumulative total of 15 years).

Please indicate which unit of measurement you are reporting in for this question and the rest of this report tab.

a. Please provide an estimate of the additional organic waste recycling facility capacity, that will be needed to process the amount of organic waste identified in #1 above.

2. Please identify areas for new or expanded organic waste recycling facilities capable of safely meeting the additional organic waste recycling facility capacity need identified in #1a above. If the answer to #1a is less than #1, please be sure to explain why, e.g. note that there is currently unused capacity that can be utilized, and/or note that since there is tangible planning for new or expanded facilities now, that in 15 years, the needed capacity will be available. These details can be further clarified in #4 - #7 below.

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3. Please provide the names of existing organic waste recycling facilities within a reasonable distance from your major population centers, and the available capacity at each facility to accept your jurisdiction's organic materials, including food waste. Note: CalRecycle strongly encourages counties and regional agencies to collaborate with cities and special districts within their boundaries, and communicate with haulers and with organics facility operators servicing those entities, in order to understand available capacity and to minimize double counting at facilities used by multiple jurisdictions. Listed capacities should be specific to the amount of capacity available to your jurisdiction.

Answer Box below: Consider the following when answering question #3:

- i. Differentiate between facilities currently being used and potential facilities.
- ii. Make it clear which facility is being listed by including its SWIS #. If no SWIS number is available, give details about the name, address and type of facility.
- iii. Available capacity may be calculated by subtracting a facility's current throughput from its maximum capacity to process organic materials; however, maximum capacity should be discussed with the facility operator.
- iv. Do not include ranges of greater than 10,000 tons.

The City's hauler currently hauls commercial organics to Waste Management's CORE facility in Orange (SWIS # 30-AB-0363). Currently, there are limited options in the Orange County area that are permitted for food scrap processing. However, potential facilities within a 100 miles radius of the City include CR&R's Perris AD facility, the Victorville American Organics Facility operated by Athens, the Agromin facility in Chino Hills.

4. Please identify existing organic waste recycling facilities within the jurisdiction that may be suitable for potential expansion, and/or existing solid waste facilities within the jurisdiction that may be suitable for colocation with organic waste processing facilities.

No such facilities exist within the City limits.

5. Please describe any efforts underway to develop new private or public regional organic waste recycling facilities, the anticipated timeline for completion, the types of feedstocks these facilities may accept, and the potential available organic material capacity at those facilities for your county or regional agency's organic waste, including food.

Orange County Waste and Recycling, the operator of the three County-run landfills in Orange County, are actively pursuing co-location of composting facilities at all three locations. As of reporting filing, these facilities are operational at a pilot scale. The County has indicated that these facilities will mostly process green waste when the diversion credit for ADC is revoked in 2020 per AB 1594. However, in the future, they may be able to accept food scraps.

6. Please provide a list of closed or abandoned sites that may be available for new organic waste recycling facilities.

None currently being considered or developed.

7. Please describe other non-disposal opportunities (on-site composting, food waste to animal feed, etc.) available to covered entities in the jurisdiction.

All generators can purchase any number of onsite organics processing technologies currently available on the market. Properties with larger parcels may be able to compost organic materials onsite using small scale in-vessel composting units. There have been compost appliances developed for use in restaurants which may be utilized by Laguna Hills eating establishments. However, as of this report filing, the City is unaware of any generators that use on-site processing to comply with AB 1826.

8. Please describe the jurisdiction's efforts to reduce food waste at the source and increase edible food recovery (e.g. promoting source reduction, expanding food donation, incentivizing partnerships with local food recovery organizations, changes in local government and school programs to reduce and/or donate surplus edible food).

The City's consultant and its hauler emphasize edible food recovery when engaging with businesses to discuss AB 1826. To this end, the City has developed informal partnerships with WasteNotOC and Food Finders to ensure that all food donations are distributed to food insecure individuals locally. Information re: food rescue is included in informational brochures provided by the hauler. Information about local food rescue agencies is included in the compliance notification distributed by the City to non-compliant accounts (monitoring materials) as well as the brochure that CR&R distributes to all commercial customers (education/outreach).

9. Describe local zoning codes that allow organic waste processing facilities and local permit requirements for siting a new organic waste recycling facility within the jurisdiction.

No specific codes or ordinances preclude the siting of an organics processing facility in the City. However, the City is built-out and, as part of the EIR public input process, a proposed organics processing facility may face resident/business opposition due to perceived odor and traffic concerns.

10. Please describe any local incentives available for developing new organic waste recycling facilities within the jurisdiction (e.g. economic incentives, workforce training, permit fee waivers etc.)

None currently exist.

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11. Describe any local efforts by the jurisdiction or its partners to promote local markets for processed organic material (e.g. jurisdiction purchase of recycled organic products, compost giveaways to residents, promotion of sustainable landscaping, or education and outreach about recycled organic products).

The City's hauler holds annual, regional compost giveaways that are quite popular with residents.

12. Describe any waste and recycling service-rate adjustments implemented or planned in the jurisdiction, how they target the diversion of organic waste, and/or fund organic recycling infrastructure development.

Organics are offered at half the cost of equivalent trash service to provide rate incentives to generators.

13. Any other barriers? Yes

Indicate all known barriers to siting or expanding organic waste recycling facilities in the jurisdiction, such as lack of suitable parcels, zoning issues, economic issues, lack of local markets for finished products, environmental justice issues or the known opposition of community groups, regulatory agencies or public officials, or other impediments. If there are identified barriers that are within the jurisdiction's control, please provide a summary of the jurisdiction's plan to remedy the barriers that are under its control.

As noted, the City is built-out and there are few parcels left in the City that would be suitable or large enough for an organics processing facility. Other barriers to siting a facility locally in the City include resident and business concerns re: odor and traffic; stringent air quality regulations applied to organics processing facilities by the local AQMD due to the off-gassing of VOCs during the composting process; stringent water quality regulations; and stringent fire codes that may add to the cost of the facility. These regulations would require any proposed organics facilities sited within the City to use in-vessel technology. Based on case studies of other recently permitted organics processing facilities in California, the use of in-vessel technology can lead to triple digit per ton processing costs. Such high gate fees can be difficult to manage, and make the financial viability of such a local project less attractive to potential investors. As such, the City will likely continue to deliver organic materials to established facilities in nearby cities and counties.

ENFORCEMENT, SELF-HAUL REQUIREMENTS, AND EXEMPTIONS

The following elements do not need to be implemented as part of the jurisdiction's organic waste recycling program; however, if the jurisdiction implements any of these, then the jurisdiction is required to report on any efforts related to these provisions.

1. Has the jurisdiction implemented any enforcement measures for covered businesses (including multifamily) that are not in compliance? If so, please describe.

No, but the City is considering a mandatory organics recycling ordinance on or before 2022 as a means to comply with the proposed SB 1383 regulations.

2. Has the jurisdiction implemented any certification requirements for self-haulers? If so, please describe.

Generators may self-haul or back-haul organics as a means to comply with AB 1826. Large grocery stores have safely and effectively used internal back-haul programs as a means to control disposal costs and to divert organics for several years. Most smaller generators opt to use the hauler provided organics recycling program as a means to comply with AB 1826. As of 2017, the City has not seen the need to implement self-haul certification requirements at this time. As a means of tracking internal and self-haul organics recycling programs within the City, the City continues to allow generators to self-report.

Annual Report Summary: **Laguna Hills (2017)****3. Have any exemptions been granted? Exemptions noted in the law include;**

- i. Lack of sufficient space to provide additional bins,
 - ii. Current business practices already result in a significant reduction in its organic waste (can be revoked 2020),
 - iii. The business does not generate at least one-half cubic yard of organic waste per week,
 - iv. Limited term exemptions,
 - v. Unforeseen events,
- If exemptions were granted by the jurisdiction;
- i. Please provide the number of exemptions granted,
 - ii. Describe the reasons why the exemptions were granted,
 - iii. Explain how these businesses are included in the MORE Monitoring fields, e.g. these businesses are included in the total number of covered entities and are included in the total number of those not recycling organic material.

No formal exemptions have been granted to date. The City's hauler and consultants work diligently to overcome physical space constraints for generators who met the Tier 1 and 2 generation thresholds yet have experienced enclosure space constraints. The deployment of split bins and organics carts are often adequate in addressing space constraints. If a smaller generator was accidentally characterized as a Tier 1 or 2 hauler and can prove that it does not meet the generation thresholds of Tier 1 or 2, the generator will be moved to a Tier 3 or 4 categorization for future engagement.

ADDITIONAL INFORMATION

Is there anything else you would like to tell CalRecycle about unique or innovative efforts by your jurisdiction to reduce organic waste generation and increase diversion, about your jurisdiction's public education efforts, or about specific obstacles to reaching your jurisdiction's implementation of an organic recycling program?

The City's hauler provides organics recycling service at 50% the cost of equivalent trash service.

Brief description of additional information files, including calculation data for infrastructure planning.