



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, March 12, 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.

CLOSED SESSION - CONVENING AT 6:00PM

CALL TO ORDER

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

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

The City Council will convene into Closed Session, in the City Council Conference Room, City Hall, Laguna Hills Civic Center, to consider the following matter(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)**ADJOURN TO CITY COUNCIL CONFERENCE ROOM****CONVENE INTO CLOSED SESSION**

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

RECONVENE TO CITY COUNCIL CHAMBERS**RECESS**



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, March 12, 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

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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 WHEELER

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

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

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

1.2 2018 Laguna Hills Deputy of the Year

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

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 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.

3.6 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.

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.

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 City Manager to execute the attached Amendment No. 1 to the Professional Services Agreement with HR Green Pacific, Inc.

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 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.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

JOINT PLANNING AGENCY/CITY COUNCIL MEETING

ROLL CALL OF JOINT PLANNING AGENCY/CITY COUNCIL MEMBERS

PUBLIC COMMENTS

This is the time to address the Planning Agency/City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency/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.

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

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 a Joint Resolution entitled: "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 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."

JOINT PLANNING AGENCY/CITY COUNCIL MEETING ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS
6. ADMINISTRATIVE REPORTS
 - 6.1. City Manager
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 March 26, 2019, will be canceled. The next regularly scheduled City Council/ Planning Agency meeting will be held April 9, 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 March 7, 2019, at 5:00 pm.



City Clerk

March 7, 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: March 12, 2019
TO: Mayor and Council Members
FROM: Lieutenant Matthew Stiverson
Chief of Police Services
ISSUE: 2018 Laguna Hills Deputy of the Year

RECOMMENDATION: That Mayor Gilbert present a Certificate of Recognition to Deputy Anthony Sambrano, 2018 Laguna Hills Deputy of the Year.

SUMMARY:

Deputy Anthony Sambrano began his patrol career with Laguna Hills Police Services in May of 2015. He quickly distinguished himself by his strong work ethic, consistently high standards, attention to detail, and calm demeanor. As an active member of our team, Anthony expanded his knowledge and expertise by completing countless hours of professional training and earning the designations of Drug Liaison Officer, Terrorism Liaison Officer, Cyber Liaison Officer, and Critical Incident Response Team member.

Deputy Sambrano excelled as a patrol deputy by managing dynamic high-risk incidents; completing numerous complex investigations; arresting offenders; and engaging the public using proven community oriented policing strategies. In early 2016, the need to select a new School Resource Officer (SRO) arose. Anthony's maturity, professionalism, and exceptional performance made it clear that he was the right person for the job.

Deputy Sambrano quickly established a positive law enforcement presence on campus and robust critical incident response plans in collaboration with our school officials. He implemented a multifaceted approach to school safety, adding additional emphasis on education and prevention, while building an environment of mutual trust and respect on campus.

2018 Laguna Hills Deputy of the Year

March 12, 2019

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Deputy Sambrano developed, and currently facilitates, several awareness and prevention programs designed to educate students, parents, and educators on topics such as drug abuse; bullying; sexual exploitation of children through the use of social media; pre-incident indicators of violence; stress and anxiety management; suicide prevention; parenting strong willed children; teen driver safety; and critical incident response. His comprehensive approach has yielded exceptional results.

Deputy Sambrano's ability to develop trusting relationships allows him to receive valuable school safety and student welfare information on a regular basis. This has enabled Anthony to remove illegal drugs and weapons from campus; diffused volatile situations; rescue students from bullying and sexual abuse; successfully divert students from gang activity; and prevent several credible suicide attempts.

Deputy Sambrano truly cares about the public he serves and strives to make a positive difference in the lives of those he interacts with each and every day. As a result, he is not only well respected by his peers, supervisors, and school officials, he is admired by students and parents alike.

Deputy Sambrano exemplifies the characteristics of leadership, integrity, and dedication, which truly makes him deserving of the 2018 Deputy of the Year Award for Laguna Hills Police Services.

ATTACHMENTS:

- Certificate of Recognition



CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

ANTHONY SAMBRANO

Deputy Sheriff

City of Laguna Hills

2018 Deputy of the Year

Orange County Sheriff's Department

WHEREAS, Deputy Anthony Sambrano has faithfully, professionally, and diligently served as a Deputy Sheriff for the City of Laguna Hills since May 2015; and

WHEREAS, Deputy Sambrano has performed in an exemplary manner as a Patrol Deputy, Drug Liaison Officer, Terrorism Liaison Officer, Cyber Liaison Officer, Critical Response Team member, and School Resource Officer; and

WHEREAS, Deputy Sambrano has fostered a strong partnership between the Orange County Sheriff's Department, the City of Laguna Hills, and the Community; and

WHEREAS, Deputy Sambrano was overwhelmingly selected by his peers and supervisors to be recognized for his dedication to duty by being named the 2018 Laguna Hills Deputy of the Year.

NOW, THEREFORE, I, Dore J. Gilbert, M.D., Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize, commend, and thank Deputy Anthony Sambrano for his distinguished and dedicated service to the City of Laguna Hills and urge all Laguna Hills citizens to join the City in this expression of our appreciation for his dedication to duty.

Dated this 12th day of March 2019.

DORE J. GILBERT, M.D., MAYOR

Attachment: Certificate of Recognition (1795 : 2018 Laguna Hills Deputy of the Year)



City of Laguna Hills

City Council/Planning Agency

Staff Report

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

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

ATTACHMENTS:

- 190212 CC Minutes

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

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

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 SEDGWICK

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	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Recognition of Outgoing Traffic Commissioners Mark Jones, Greg Staar and Dave Wheeler

Recommendation: Council Member Sedgwick presented Certificates of Recognition to Mark Jones, Greg Staar, and Dave Wheeler recognizing their service to the City.

1.2 Recognition of Outgoing Parks and Recreation Commissioner Chris Mackey

Recommendation: Council Member Sedgwick presented a Certificate of Recognition to Chris Mackey recognizing her service to the City.

1.3 Oaths of Office and Certificates of Appointment for Parks and Recreation Commissioners and Traffic Commissioners

Recommendation: Mayor Gilbert administered the Oaths of Office and presented Certificates of Appointment to Parks and Recreation Commissioners Daniel

Cooper, Maya Douglas, and Julie Nassif and Traffic Commissioners Chris Bieber and Chris Mackey.

1.4 Certificate of Recognition, Julia Moon, Laguna Hills High School Student Liaison and Theodore Schweizer, Laguna Hills High School Student Liaison Alternate for the Fall 2018 Semester

Recommendation: Council Member Heft presented a Certificate of Recognition to Theodore Schweizer recognizing his service as the Laguna Hills High School Student Liaison Alternate.

1.5 Appointment of Laguna Hills High School Student Liaison Lucas Fellow and Alternate Kira Presley for the Spring 2019 Semester

Recommendation: Council Member Heft presented Certificates of Appointment to Laguna Hills High School Student Liaison Lucas Fellows and Student Liaison Alternate Kira Presley.

1.6 Laguna Hills High School Student Liaison

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

1.7 Laguna Hills 3/5 Marine Support Committee

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

1.8 Orange County Human Relations Council Annual Report

Recommendation: The City Council received an oral presentation from Kenneth Inouye, Board of Directors Vice President with the Orange County Human Relations Council.

2. PUBLIC COMMENTS

Keith Rattay, Assistant City Manager for the City of Mission Viejo, introduced Michelle Claud-Clemente as the new Mission Viejo Animal Services Manager.

Lou Sacharske, a resident of Laguna Hills, voiced his concerns regarding the preschool at Christ Community Church behind his residence.

Scott Geller, a resident of Aliso Viejo, voiced his concerns regarding the response to a complaint he previously submitted to the OC Sheriff's Department.

3. CONSENT CALENDAR

Motion to approve Consent Calendar Item Nos. 3.1 through 3.5.

RESULT:	APPROVED [5 TO 0]
MOVER:	Dave Wheeler, 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 January 22, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the January 22, 2019, Regular Meeting.

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

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from January 11, 2019, to January 31, 2019, in the amount of \$1,829,707.72.

3.4 Civic Center Second Quarter Financial Report for Fiscal Year 2018/2019

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

3.5 Proposed Office Lease for Suite 210 with NY&A, LLC., for 24031 El Toro Road, Suite 210, Laguna Hills, California

Recommendation: That the City Council approve an office lease with NY&A, LLC., for Suite 210 for 24031 El Toro Road, Suite 210, Laguna Hills, California, and authorize the City Manager to execute the Lease.

Motion to approve Consent Calendar Item Nos. 3.6 and 3.7.

RESULT:	APPROVED [4 TO 0]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Don Sedgwick, Council Member
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

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

Recommendation: That the City Council approve Progress Payment No. 1, Final, in the Net Amount of \$118,750, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412G, and authorize the filing of the Notice of Completion and subsequent Release of Retention in 35 days, if no liens have been filed.

3.7 Agreement with the South Coast Air Quality Management District to Participate in the Mobile Source Air Pollution Reduction Review Committee Local Government Partnership Program

Recommendation: That the City Council approve an Agreement between the City of Laguna Hills and the South Coast Air Quality Management District to participate in the Mobile Source Air Pollution Reduction Review Committee Local Government Partnership Program and authorize the City Manager to execute the Agreement.

Motion to approve Consent Calendar Item No. 3.8.

RESULT:	APPROVED [5 TO 0]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Don Sedgwick, Council Member
AYES:	Dore J. Gilbert, M.D., Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

3.8 Agreement with the County of Orange District Attorney's Office for Prosecution Services

Recommendation: That the City Council approve the Agreement with the County of Orange for Prosecution Services and Authorize the Mayor to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

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 7:35 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 JANUARY 22, 2019, REGULAR MEETING

4.3.1 Approval of Minutes for January 22, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the January 22, 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 at 7:36 p.m. and, acting in capacity as Director, convened the Public Improvement Corporation (PIC) Meeting. Mayor Gilbert reconvened the City Council Meeting at 7:37 p.m. All Council Members were present.

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.

6.2. Deputy City Manager/City Clerk**6.2.1 City Council "Other Agencies" Appointed Representatives**

The City Council made the following changes to the "Other Agencies" Appointed Representatives list:

Appointed Council Member Wheeler and Council Member Pezold to serve on the Audit Committee.

Appointed Council Member Pezold to serve as the Representative to the OC Public Libraries – Library Advisory Board.

Appointed Council Member Pezold to serve as Member to the South Orange County Watershed Management Area Executive Committee and Council Member Wheeler to serve as the Alternate.

Appointed Council Member Wheeler to serve as Delegate to the Southern California Association of Governments (SCAG General Assembly) and Mayor Pro Tempore Heft to serve as the Alternate.

Appointed Council Member Pezold to serve as Alternate Director to the Transportation Corridor Agency – San Joaquin Hills Transportation Corridor Agency.

Motion to approve the “Other Agencies” Appointed Representatives list as revised:

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

6.3. Deputy City Manager/Community Services Director

6.3.1 2019 Laguna Hills Memorial Day Half Marathon, 10K, and 5K Event, and Aliso Viejo Community Association (AVCA) License to Enter and Indemnity Agreement to Access AVCA’s Private Street During the Race Event

Community Services Superintendent Meehan reviewed the information provided in the staff report and responded to City Council requests for additional information.

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

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

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 highlighted a new business in Laguna Hills, Chaupain Bakery and spoke regarding the grand opening attended by herself, Council Member Wheeler, and Council Member Pezold.

Council Member Wheeler

Council Member Wheeler encouraged people to visit the new Chaupain Bakery. Council Member Wheeler reported that he attended a meeting on homeless and affordable housing and expressed concern regarding the financial figures reported during the meeting.

Council Member Sedgwick

Council Member Sedgwick reported that he along with City Manager White and Mayor Pro Tempore Heft, recently had a successful trip to Washington D.C., during which they discussed water and homeless issues and were also able to meet with newly-elected Congresswoman Katie Porter.

Council Member Pezold

Council Member Pezold expressed her excitement in having Chaupain Bakery in our City. She also reported that she attended a meeting with Congresswoman Porter and sensed that there will be efforts to make positive changes with regards to sober-living issues.

Mayor Gilbert

Mayor Gilbert shared how impressed he has been with our two new Council Members' efforts to learn and their dedication to the community, and expressed that he is very proud to be a part of this City Council.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Gilbert declared the meeting adjourned at 7:56 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Dore J. Gilbert, M.D., Mayor

Approved at meeting of March 12, 2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: 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.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from February 1, 2019, to February 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 - March 12 2019
- Warrant Register - March 12 2019 Payables Detail Report



City of Laguna Hills, CA

Warrant Register - March 12, 2019

By Check Number

Date Range: 02/01/2019 - 02/28/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8815723	A-0370	ACCONTEMP	02/07/2019	747.40
8815724	A-0320	AMTEC	02/07/2019	500.00
8815725	Z-CS-0160	AN, LINH	02/07/2019	348.45
8815726	A-0359	ANDERSON PENNA PARTNERS, INC.	02/07/2019	9,215.00
8815727	A-0360	ARC DOCUMENT SOLUTIONS, LLC	02/07/2019	320.66
8815728	C-0412	C&D ELECTRIC, INC.	02/07/2019	168.43
8815729	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	02/07/2019	1,318.50
8815730	C-1116	CA-NV DISTRICT EXCHANGE CLUBS CHARITABLE FOUNDATION	02/07/2019	55.00
8815731	C-1184	CEP AMERICA AUC PC	02/07/2019	90.00
8815732	C-1139	COMPLETE OFFICE OF CALIFORNIA	02/07/2019	64.28
8815733	C-1176	COMPUTER SERVICE CO.	02/07/2019	4,805.65
8815734	C-0023	COX COMMUNICATION	02/07/2019	195.86
8815735	D-0561	DOCU-TRUST LAGUNA VAULT	02/07/2019	101.00
8815736	G-0821	G2 CONSTRUCTION INC.	02/07/2019	118,750.00
8815737	H-0960	HR GREEN PACIFIC, INC.	02/07/2019	21,862.56
8815738	J-1057	JAMEY CLARK, INC.	02/07/2019	503.34
8815739	J-1062	JOE DONALDSON DESIGNS	02/07/2019	250.00
8815740	Z-CS-0162	KRAVITZ, RACHEL	02/07/2019	500.00
8815741	L-1240	LEAGUE OF CAL CITIES	02/07/2019	12,766.00
8815742	C-0448	LUCY, STEVEN	02/07/2019	550.00
8815743	M-1546	MAILFINANCE, INC.	02/07/2019	498.39
8815744	M-1502	MIGLIACCIO, JENNIFER	02/07/2019	954.76
8815745	M-1388	MOBILE MINI, INC.	02/07/2019	82.97
8815746	M-1535	MUSIC MOVES ACADEMY, INC.	02/07/2019	1,120.00
8815747	N-1474	NIEVES LANDSCAPE, INC.	02/07/2019	85,269.99
8815748	O-1546	OFFICE SOLUTIONS	02/07/2019	431.02
8815749	P-1829	PEST OPTIONS, INC.	02/07/2019	450.00
8815750	Z-CS-0161	POWERS, CYNTHIA	02/07/2019	348.45
8815751	P-1695	PRESENTA PLAQUE, INC.	02/07/2019	130.14
8815752	Q-1707	QUEST DIAGNOSTICS	02/07/2019	18.87
8815753	Q-1704	QUICK CRETE PRODUCTS CORP.	02/07/2019	1,702.45
8815754	R-1813	RPW SERVICES, INC.	02/07/2019	1,560.00
8815755	S-1902	SAN DIEGO GAS & ELECTRIC	02/07/2019	9,779.95
8815756	S-2194	SECURE LIVE SCAN	02/07/2019	20.00
8815757	Z-CS-0130	SHAO, NANCY	02/07/2019	250.00
8815758	S-1949	SMART & FINAL	02/07/2019	251.33
8815759	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	02/07/2019	70.00
8815760	S-1904	SOUTHERN CALIFORNIA EDISON	02/07/2019	1,056.78
8815761	S-2250	SPARKLETTS	02/07/2019	142.75
8815762	S-2095	STONE IMAGERY	02/07/2019	2,300.46
8815763	Z-CS-0090	SUNSET PLACE HOA	02/07/2019	250.00
8815764	T-2698	TPX COMMUNICATIONS	02/07/2019	511.31
8815765	Z-CS-0163	VAZQUEZ, MARIBEL	02/07/2019	250.00
8815766	V-2224	VERIZON WIRELESS	02/07/2019	956.67
8815767	W-2300	WHITE, DONALD	02/11/2019	150.00
8815768	M-1535	MUSIC MOVES ACADEMY, INC., Replacement Check # 8815493	02/12/2019	224.00
8815769	A-0370	ACCONTEMP	02/14/2019	747.40
8815770	A-0138	ALL CITY MANAGEMENT, INC.	02/14/2019	4,177.44
8815771	A-0365	AT&T - CALNET 3	02/14/2019	235.98
8815772	B-0304	BEE MAN, THE	02/14/2019	250.00
8815773	C-0412	C&D ELECTRIC, INC.	02/14/2019	6,899.56
8815774	C-1133	CALIFORNIA YELLOW CAB	02/14/2019	1,692.00

Attachment: Warrant Register - March 12 2019 (1797 : Approval of Warrant Register for March 12, 2019)

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815775	C-1179	CANON SOLUTIONS AMERICA	02/14/2019	132.07
8815776	C-0324	CITY OF MISSION VIEJO	02/14/2019	37,683.75
8815777	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	02/14/2019	1,470.40
8815778	C-1139	COMPLETE OFFICE OF CALIFORNIA	02/14/2019	294.31
8815779	C-1176	COMPUTER SERVICE CO.	02/14/2019	10,170.44
8815780	C-0023	COX COMMUNICATION	02/14/2019	851.27
8815781	D-0461	DATA TICKET, INC.	02/14/2019	837.45
8815782	D-0552	DUNBAR ARMORED, INC.	02/14/2019	147.28
8815783	E-0504	EL TORO WATER DISTRICT	02/14/2019	5,370.41
8815784	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	02/14/2019	1,272.00
8815785	I-0942	IRVINE RANCH WATER DISTRICT	02/14/2019	82.80
8815786	J-1057	JAMEY CLARK, INC.	02/14/2019	743.75
8815787	Z-PS-0012	MINDALITA, GINGER	02/14/2019	25.00
8815788	M-1302	MOULTON NIGUEL WATER DISTRICT	02/14/2019	7,925.77
8815789	O-1546	OFFICE SOLUTIONS	02/14/2019	17.57
8815790	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	02/14/2019	2,173.50
8815791	S-1902	SAN DIEGO GAS & ELECTRIC	02/14/2019	272.12
8815792	S-2250	SPARKLETTS	02/14/2019	73.99
8815793	T-2684	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	02/14/2019	259.46
8815794	T-2702	TRIEPEI SMITH & ASSOCIATES, INC.	02/14/2019	392.50
8815795	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	02/14/2019	159.00
8815796	V-2249	US BANK VOYAGER FLEET SYSTEM	02/14/2019	807.02
8815797	W-2441	WEST COAST MOVEMENT PROJECT, LLC	02/14/2019	9,597.00
8815798	W-2426	WHITE NELSON DIEHL EVANS LLP	02/14/2019	3,140.00
8815799	W-2438	WILLDAN FINANCIAL SERVICES	02/14/2019	20,125.00
8815800	X-2400	XEROX CORPORATION	02/14/2019	789.34
8815801	A-0370	ACCOMTEMPS	02/21/2019	747.40
8815802	C-1177	CANON FINANCIAL SERVICES, INC.	02/21/2019	500.75
8815803	C-1179	CANON SOLUTIONS AMERICA	02/21/2019	312.93
8815804	C-1200	CHAUNCEY, STEVE	02/21/2019	50.00
8815805	C-1139	COMPLETE OFFICE OF CALIFORNIA	02/21/2019	64.72
8815806	C-0023	COX COMMUNICATION	02/21/2019	190.00
8815807	E-0554	ECONOMICS, INC.	02/21/2019	3,929.51
8815808	G-0862	GRANICUS	02/21/2019	18,144.00
8815809	I-0981	ICF JONES & STOKES, INC.	02/21/2019	9,205.00
8815810	J-1057	JAMEY CLARK, INC.	02/21/2019	73.68
8815811	M-1513	MEEHAN, DANIEL	02/21/2019	250.00
8815812	O-1546	OFFICE SOLUTIONS	02/21/2019	139.51
8815813	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	02/21/2019	825.90
8815814	S-1902	SAN DIEGO GAS & ELECTRIC	02/21/2019	25,226.59
8815815	S-1904	SOUTHERN CALIFORNIA EDISON	02/21/2019	13,270.61
8815816	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	02/21/2019	32.00
8815817	T-2605	TUTTLE CLICK FORD	02/21/2019	468.67
8815818	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	02/21/2019	232.84
8815819	A-0138	ALL CITY MANAGEMENT, INC.	02/28/2019	4,177.44
8815820	A-0304	AU-YEUNG, MELISSA	02/28/2019	154.62
8815821	B-0430	BASICS OF SKATEBOARDING	02/28/2019	315.00
8815822	C-0412	C&D ELECTRIC, INC.	02/28/2019	401.74
8815823	C-1179	CANON SOLUTIONS AMERICA	02/28/2019	116.98
8815824	C-1022	CDW GOVERNMENT, INC.	02/28/2019	5,135.14
8815825	C-1144	CHARLES ABBOTT ASSOCIATES, INC	02/28/2019	26,442.22
8815826	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	02/28/2019	2,990.00
8815827	C-1139	COMPLETE OFFICE OF CALIFORNIA	02/28/2019	255.47
8815828	C-0023	COX COMMUNICATION	02/28/2019	581.89
8815829	E-0593	EISENBERG, DALE	02/28/2019	1,004.50
8815830	E-0553	ELKINS, CHRISTINA	02/28/2019	145.60
8815831	G-0821	G2 CONSTRUCTION INC.	02/28/2019	6,250.00
8815832	G-0791	GORMAN, RON	02/28/2019	485.10
8815833	G-0844	GREEN MART, INC.	02/28/2019	926.65
8815834	H-0959	HABASH, JOHN	02/28/2019	68.60
8815835	H-0829	HARTZOG & CRABILL, INC.	02/28/2019	3,892.50

Attachment: Warrant Register - March 12 2019 (1797 : Approval of Warrant Register for March 12, 2019)

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815836	H-0960	HR GREEN PACIFIC, INC.	02/28/2019	26,513.76
8815837	J-1057	JAMEY CLARK, INC.	02/28/2019	579.96
8815838	G-0709	JOE A. GONSALVES & SON	02/28/2019	2,900.00
8815839	O-1546	OFFICE SOLUTIONS	02/28/2019	133.67
8815840	C-0311	ORANGE COUNTY TREASURER TAX COLLECTOR	02/28/2019	22,157.42
8815841	P-1829	PEST OPTIONS, INC.	02/28/2019	225.00
8815842	R-1841	ROSENFELD, KEN	02/28/2019	75.00
8815843	R-1967	RUSSELL, RICHARD WYATT	02/28/2019	2,069.60
8815844	S-2197	SAFECHECKS	02/28/2019	494.20
8815845	Z-CS-0164	SOUTH COUNTY OUTREACH	02/28/2019	500.00
8815846	Z-CS-0056	SUAREZ, RAFAEL	02/28/2019	500.00
8815847	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	02/28/2019	11,496.33
8815848	S-2105	SYMQUEST SERVICES	02/28/2019	65.00
8815849	T-2605	TUTTLE CLICK FORD	02/28/2019	282.18
8815850	W-2337	WEST COAST ARBORISTS, INC.	02/28/2019	28,606.92
8815851	R-1801	WOODRUFF, SPRADLIN & SMART	02/28/2019	55,222.70
8815852	Z-CS-0165	ZAMORA, VIRGINIO	02/28/2019	360.00

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Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0000669	B-0276	BANK OF AMERICA VISA CARD	02/13/2019	6,312.32
DFT0000670	B-0276	BANK OF AMERICA VISA CARD	02/13/2019	2,461.72
DFT0000671	B-0276	BANK OF AMERICA VISA CARD	02/13/2019	998.34
DFT0000672	B-0276	BANK OF AMERICA VISA CARD	02/13/2019	959.69
DFT0000673	B-0276	BANK OF AMERICA VISA CARD	02/13/2019	434.79
DFT0000674	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	02/07/2019	668,660.49

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	172	130	0.00	679,897.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0
Bank Drafts	6	6	0.00	679,827.35
EFT's	0	0	0.00	0.00
	178	137	0.00	1,359,724.65

Attachment: Warrant Register - March 12 2019 (1797 : Approval of Warrant Register for March 12, 2019)



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 02/01/2019 - 02/28/2019

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
02/07/2019	G2 CONSTRUCTION INC.	# 1 190107	Progress Payment # 1, CIP 412G	100-000-201001	-6,250.00
02/07/2019	G2 CONSTRUCTION INC.	# 1 190107	Progress Payment # 1, CIP 412G	100-600-790600	125,000.00
02/07/2019	QUICK CRETE PRODUCTS	0110091-IN	Park Maintenance, Jan '19	100-355-720701	1,702.45
02/07/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	011519-Q3	Building Standard Fund, Jul - Sep '18	100-000-221011	1,024.00
02/07/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	011519-Q3	Building Standard Fund, Jul - Sep '18	100-000-442000	-102.40
02/07/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	011519-Q4	Building Standard Fund, Oct - Dec '18	100-000-221011	441.00
02/07/2019	CALIFORNIA BUILDING STANDARDS COMMISSION	011519-Q4	Building Standard Fund, Oct - Dec '18	100-000-442000	-44.10
02/07/2019	CEP AMERICA AUC PC	012519	Pre-Employment Physical, Jan '19	100-195-617000	90.00
02/07/2019	COX COMMUNICATION	012919	WiFi, Community Center, Feb '19	100-195-630000	195.86
02/07/2019	MIGLIACCIO, JENNIFER	013019	Contract Inst Svcs Early Childhood	100-310-721500	954.76
02/07/2019	SAN DIEGO GAS & ELECTRIC	020119	Street Lights, Jan '19	100-355-631400	9,779.95
02/07/2019	SOUTHERN CALIFORNIA EDISON	020219	Street Lights, Traffic Control, Jan '19	100-355-631000	556.45
02/07/2019	SOUTHERN CALIFORNIA EDISON	020219	Street Lights, Traffic Control, Jan '19	100-355-631400	134.83
02/07/2019	SOUTHERN CALIFORNIA EDISON	020219	Street Lights, Traffic Control, Jan '19	100-355-631900	365.50
02/07/2019	KRAVITZ, RACHEL	020419	Refund, Fac Dep, R # 1031488.002	100-000-222000	500.00
02/07/2019	VAZQUEZ, MARIBEL	020419	Refund, Fac Dep, R # 1032387.002	100-000-222000	250.00
02/07/2019	MUSIC MOVES ACADEMY,	020419	Contract Instructor Services, Music	100-310-721500	1,120.00
02/07/2019	CA-NV DISTRICT EXCHANGE CLUBS CHARITABLE FOUNDATION	020719	Meeting Expense, Feb '19	100-155-695000	55.00
02/07/2019	DOCU-TRUST LAGUNA VAULT	035492	Offsite Data Storage, Jan '19	100-155-700000	101.00
02/07/2019	SECURE LIVE SCAN	08173	Pre-employment Fingerprinting, Jan '19	100-195-617000	20.00
02/07/2019	ARC DOCUMENT SOLUTIONS, LLC	10039942	Printing Services, Engineering, Jan '19	100-355-623000	133.90
02/07/2019	ARC DOCUMENT SOLUTIONS, LLC	10046242	Printing Services, CIP # 513, Jan '19	100-600-790600	186.76
02/07/2019	TPX COMMUNICATIONS	112427773-0	Communications Expense, Feb '19	100-195-630000	511.31
02/07/2019	HR GREEN PACIFIC, INC.	124089	Building Services, Community Development, Dec '18	100-225-700000	13,770.00
02/07/2019	HR GREEN PACIFIC, INC.	124090	Plan Check, Community Development, Dec '18	100-225-700000	8,092.56
02/07/2019	RPW SERVICES, INC.	13626	Rodent Control, Public Services, Jan '19	100-355-720700	1,560.00
02/07/2019	JOE DONALDSON DESIGNS	1680	Program Expense, 1/2 Marathon	100-310-695507	250.00
02/07/2019	LEAGUE OF CAL CITIES	189317	City Membership, 2019	100-155-610000	12,766.00
02/07/2019	COMPLETE OFFICE OF CALIFORNIA	2263833-0	Operating Supplies, Jan '19	100-310-622005	64.28
02/07/2019	PRESENTA PLAQUE, INC.	23846	Office Supplies, Gen Gov, Jan '19	100-155-620000	130.14

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Warrant Register - Payables Detail Report

Payment Dates: 02/01/2019 - 02/28/2019

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/07/2019	PEST OPTIONS, INC.	310878	Rodent Control, Public Services, Oct '18	100-355-720700	225.00
02/07/2019	PEST OPTIONS, INC.	318195	Rodent Control, Public Services, Jan '19	100-355-720700	225.00
02/07/2019	AMTEC	3516-02-19	Rebate Report, Bond Issue	100-155-700000	500.00
02/07/2019	SMART & FINAL	3831400041983	Office & Operating Supplies, Gen Gov, Jan '19	100-155-622000	17.99
02/07/2019	SMART & FINAL	3831400041983	Office & Operating Supplies, Gen Gov, Jan '19	100-195-620000	109.01
02/07/2019	SMART & FINAL	3831400041983	Office & Operating Supplies, Gen Gov, Jan '19	100-195-622000	28.97
02/07/2019	SMART & FINAL	3831400049512	Office & Operating Supplies, Gen Gov, Jan '19	100-155-622000	47.69
02/07/2019	SMART & FINAL	3831400049512	Office & Operating Supplies, Gen Gov, Jan '19	100-195-620000	22.60
02/07/2019	SMART & FINAL	3831400057653	Program Supplies, Community Services, Jan '19	100-310-622500	25.07
02/07/2019	COMPUTER SERVICE CO.	3917-19-001	Traffic Signal Maintenance, Jan '19	100-355-720420	4,805.65
02/07/2019	SPARKLETTS	4228482 020119	Operating Supplies, City Hall, Jan '19	100-195-622000	142.75
02/07/2019	ACCOUNTEMPS	52694344	Professional Services, Gen Gov, 1/21 - 1/25	100-155-720000	747.40
02/07/2019	LUCY, STEVEN	562	Program Expense, Community Services, 2/8/19	100-310-695500	550.00
02/07/2019	NIEVES LANDSCAPE, INC.	64671	Miscellaneous Landscape, Public Services, Jan '19	100-355-720700	2,490.00
02/07/2019	NIEVES LANDSCAPE, INC.	64703	Monthly Landscape Services, Feb '19	100-355-720700	82,779.99
02/07/2019	ANDERSON PENNA PARTNERS, INC.	7061	Inspection Services, Jan '19	100-355-700255	9,215.00
02/07/2019	JAMEY CLARK, INC.	70893	Graffiti Removal, Public Services, Jan '19	100-355-720500	212.50
02/07/2019	JAMEY CLARK, INC.	70917	Park Repair, Public Services, Jan '19	100-355-720701	184.59
02/07/2019	JAMEY CLARK, INC.	70918	Graffiti Removal, Public Services, Jan '19	100-355-720500	106.25
02/07/2019	SOUTHERN CALIF MUN ATHLETIC FEDERATION	7467	Membership, Community Services, TS	100-310-610000	70.00
02/07/2019	C&D ELECTRIC, INC.	84800LH	Park Repairs, Public Services, Jan '19	100-355-720701	168.43
02/07/2019	MOBILE MINI, INC.	9005750238	Storage Rental, Community Center, 1/29 - 2/25	100-310-641000	82.97
02/07/2019	QUEST DIAGNOSTICS	9180339852	Pre-employment Drug Testing	100-195-617000	18.87
02/07/2019	VERIZON WIRELESS	9822993083	Communication Expense, Jan '19	100-000-120000	53.84
02/07/2019	VERIZON WIRELESS	9822993083	Communication Expense, Jan '19	100-195-630000	902.83
02/07/2019	AN, LINH	CSP-0023	Refund, Program, R # 1032353.002	100-000-451000	348.45
02/07/2019	POWERS, CYNTHIA	CSP-0024	Refund, Program, R # 1032314.002	100-000-451000	348.45
02/07/2019	SUNSET PLACE HOA	FRD-0158	Refund, Fac Dep, R # 1030911.002	100-000-222000	250.00
02/07/2019	SHAO, NANCY	FRD-0160	Refund, Fac Dep, R # 1031835.002	100-000-222000	250.00
02/07/2019	OFFICE SOLUTIONS	I-01516442	Office Supplies, Jan '19	100-195-620000	84.58
02/07/2019	OFFICE SOLUTIONS	I-01516658	Office Supplies, Jan '19	100-195-620000	75.46
02/07/2019	OFFICE SOLUTIONS	I-01516664	Operating Supplies, Jan '19	100-195-622000	138.98
02/07/2019	OFFICE SOLUTIONS	I-01517182	Operating Supplies, Jan '19	100-195-622000	18.64
02/07/2019	OFFICE SOLUTIONS	I-01517765	Office Supplies, Jan '19	100-195-620000	78.87
02/07/2019	OFFICE SOLUTIONS	I-01519033	Office Supplies, Feb '19	100-195-620000	34.49
02/07/2019	MAILFINANCE, INC.	N7552253	Lease - Mailing Equip, Dec '18 - Feb '19	100-195-641000	498.39

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Warrant Register - Payables Detail Report

Payment Dates: 02/01/2019 - 02/28/2019

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/07/2019	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER- TAX COLLECTOR	SH 52378	Law Enforcement Services, Feb '19	100-420-720800	668,660.49
02/11/2019	WHITE, DONALD	020819	Travel Advance, LOCC, Feb	100-155-612000	150.00
02/12/2019	MUSIC MOVES ACADEMY,	121218	Contract Instuctor Svcs, Replace Ch # 8815493	100-310-721500	224.00
02/13/2019	BANK OF AMERICA VISA CARD	012019 COMDEV	Departmental Expend., Jan	100-225-610000	250.00
02/13/2019	BANK OF AMERICA VISA CARD	012019 COMDEV	Departmental Expend., Jan	100-225-611000	675.69
02/13/2019	BANK OF AMERICA VISA CARD	012019 COMDEV	Departmental Expend., Jan	100-225-623000	34.00
02/13/2019	BANK OF AMERICA VISA CARD	012019 GENGOV 1	Departmental Expend., Jan	100-000-120000	395.98
02/13/2019	BANK OF AMERICA VISA CARD	012019 GENGOV 1	Departmental Expend., Jan	100-155-610000	198.00
02/13/2019	BANK OF AMERICA VISA CARD	012019 GENGOV 1	Departmental Expend., Jan	100-155-612000	1,638.33
02/13/2019	BANK OF AMERICA VISA CARD	012019 GENGOV 1	Departmental Expend., Jan	100-155-622000	187.40
02/13/2019	BANK OF AMERICA VISA CARD	012019 GENGOV 1	Departmental Expend., Jan	100-155-626000	42.01
02/13/2019	BANK OF AMERICA VISA CARD	012019 POLSVCS	Departmental Expend., Jan	100-420-695000	434.79
02/13/2019	BANK OF AMERICA VISA CARD	012019 PUBSVCS	Departmental Expend., Jan	100-355-610000	155.75
02/13/2019	BANK OF AMERICA VISA CARD	012019 PUBSVCS	Departmental Expend., Jan	100-355-611000	810.00
02/13/2019	BANK OF AMERICA VISA CARD	012019 PUBSVCS	Departmental Expend., Jan	100-355-622000	32.59
02/13/2019	BANK OF AMERICA VISA CARD	012119 COMSVCS	Departmental Expend., Jan	100-310-613100	9.00
02/13/2019	BANK OF AMERICA VISA CARD	012119 COMSVCS	Departmental Expend., Jan	100-310-622500	84.50
02/13/2019	BANK OF AMERICA VISA CARD	012119 COMSVCS	Departmental Expend., Jan	100-310-624500	23.23
02/13/2019	BANK OF AMERICA VISA CARD	012119 COMSVCS	Departmental Expend., Jan	100-310-662000	200.00
02/13/2019	BANK OF AMERICA VISA CARD	012119 COMSVCS	Departmental Expend., Jan	100-310-695500	312.11
02/13/2019	BANK OF AMERICA VISA CARD	012119 COMSVCS	Departmental Expend., Jan	100-310-695502	223.48
02/13/2019	BANK OF AMERICA VISA CARD	012119 COMSVCS	Departmental Expend., Jan	100-310-695507	5,460.00
02/14/2019	WILLDAN FINANCIAL	010-39821	Prof Svcs, Development	100-225-700200	12,242.00
02/14/2019	WILLDAN FINANCIAL	010-39945	Impact Fee Study, Com Dev Prof Svcs, Development	100-225-700200	7,883.00
02/14/2019	MOULTON NIGUEL WATER DISTRICT	013119	Impact Fee Study, Com Dev Water Usage, Public Services, Jan '19	100-355-635000	7,925.77
02/14/2019	IRVINE RANCH WATER DISTRICT	020419	Water Usage, Public Services, Jan '19	100-355-635000	82.80
02/14/2019	COX COMMUNICATION	020519	T-1 Line, City Hall, Feb '19	100-195-630000	851.27
02/14/2019	SAN DIEGO GAS & ELECTRIC	020719	Street Lights, Traffic Control, Jan '19	100-355-631000	121.68
02/14/2019	SAN DIEGO GAS & ELECTRIC	020719	Street Lights, Traffic Control, Jan '19	100-355-631400	150.44
02/14/2019	WEST COAST MOVEMENT PROJECT, LLC	021119	Contract Instructor Services, Dance	100-310-721500	9,597.00
02/14/2019	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	021119	Parking Fee Surcharge, Jan	100-420-720823	2,173.50
02/14/2019	EL TORO WATER DISTRICT	021419	Water Usage, Public Services, Dec '18	100-355-635000	5,370.41
02/14/2019	XEROX CORPORATION	095947145	Copier Lease & Usage, Jan '19	100-195-641200	789.34
02/14/2019	BEE MAN, THE	101021	Bee Removal, Public Services, Feb '19	100-355-720701	250.00
02/14/2019	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	10792164	Subscription, Com Dev, Oct	100-225-626000	259.46
02/14/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	120190362	Street Maintenance, Jan '19	100-355-720400	117.25
02/14/2019	SPARKLETT'S	12194330 020619	Operating Supplies, Community Center, Feb '19	100-310-622005	73.99
02/14/2019	AT&T - CALNET 3	12575231	Traffic Signal, Public Services, Jan '19	100-355-630000	20.71
02/14/2019	AT&T - CALNET 3	12580737	Alarm, Com Ctr & City Hall Lines, Feb '19	100-195-630000	135.17
02/14/2019	AT&T - CALNET 3	12580737	Alarm, Com Ctr & City Hall Lines, Feb '19	100-310-630100	80.10
02/14/2019	WHITE NELSON DIEHL EVANS LLP	188153	State Controller's Financial Report	100-155-700051	3,140.00

Attachment: Warrant Register - March 12 2019 Payables Detail Report (1797 : Approval of Warrant Register for March 12, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 02/01/2019 - 02/28/2019

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/14/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN	18dsbfee266	Street Maintenance, Jan '19	100-355-720400	41.75
02/14/2019	CALIFORNIA COMPLETE OFFICE OF	2266456-0	Computer & Office Supplies, Feb '19	100-195-621000	270.48
02/14/2019	CALIFORNIA COMPLETE OFFICE OF	2266456-0	Computer & Office Supplies, Feb '19	100-310-620500	23.83
02/14/2019	CALIFORNIA COMPUTER SERVICE CO.	2585 - 2634	Traffic Signal Maintenance, Jan '19	100-355-720420	10,170.44
02/14/2019	TRIEPEI SMITH & ASSOCIATES, INC.	3802	Special Event, Dec '18	100-155-695000	392.50
02/14/2019	CANON SOLUTIONS AMERICA	4028285247	Copier Usage, Community Services, Jan '19	100-195-641200	132.07
02/14/2019	DUNBAR ARMORED, INC.	4351968	Courier Fee, Armored Transport, Feb '19	100-155-625000	147.28
02/14/2019	ACCOUNTEMPS	52754223	Professional Services, Gen Gov, 1/28 - 2/1	100-155-720000	747.40
02/14/2019	ALL CITY MANAGEMENT, INC.	59244	Crossing Guard Services, 1/13 - 1/26	100-420-720822	4,177.44
02/14/2019	JAMEY CLARK, INC.	70924	Graffiti Removal, Public Services, Feb '19	100-355-720500	85.00
02/14/2019	JAMEY CLARK, INC.	70927	Graffiti Patrol, Public Services, Jan '19	100-355-720500	552.50
02/14/2019	JAMEY CLARK, INC.	70935	Graffiti Removal, Public Services, Feb '19	100-355-720500	106.25
02/14/2019	C&D ELECTRIC, INC.	84737	Park Repairs, Public Services, Oct '18	100-355-720701	1,011.85
02/14/2019	C&D ELECTRIC, INC.	84743LH	Park Repairs, Public Services, Jan '19	100-355-720701	636.98
02/14/2019	C&D ELECTRIC, INC.	84745LH	Park Repairs, Public Services, Feb '19	100-355-720701	169.29
02/14/2019	C&D ELECTRIC, INC.	84809LH	Park Repairs, Public Services, Jan '19	100-355-720701	1,427.16
02/14/2019	C&D ELECTRIC, INC.	84815LH	Park Repairs, Public Services, Feb '19	100-355-720701	2,294.15
02/14/2019	C&D ELECTRIC, INC.	84816LH	Park Repairs, Public Services, Feb '19	100-355-720701	653.21
02/14/2019	C&D ELECTRIC, INC.	84817	Park Repairs, Public Services, Feb '19	100-355-720701	706.92
02/14/2019	US BANK VOYAGER FLEET SYSTEM	869321901904 GENGOV1	Vehicle Fuel, Jan '19	100-155-613100	184.45
02/14/2019	US BANK VOYAGER FLEET SYSTEM	869321919904 COMDEV	Vehicle Fuel, Jan '19	100-225-613100	49.96
02/14/2019	US BANK VOYAGER FLEET SYSTEM	869321927904 COMSVCS	Vehicle Fuel, Jan '19	100-310-613100	82.20
02/14/2019	US BANK VOYAGER FLEET SYSTEM	869322032904 POLSVCS	Vehicle Fuel, Jan '19	100-420-613100	85.77
02/14/2019	US BANK VOYAGER FLEET SYSTEM	869322040904 PUBSVCS	Vehicle Fuel, Jan '19	100-355-613100	404.64
02/14/2019	DATA TICKET, INC.	97425	Process Fee, Parking Cititations, Jan '19	100-420-720823	837.45
02/14/2019	CITY OF MISSION VIEJO	ARLH20433	17-18 Animal Services Contract, Credit	100-420-720401	-10,636.00
02/14/2019	CITY OF MISSION VIEJO	ARLH20462	Animal Care Services, Jan - Mar '19	100-420-720401	48,319.75
02/14/2019	OFFICE SOLUTIONS	I-01520527	Office Supplies, Feb '19	100-195-620000	17.57
02/14/2019	MINDALITA, GINGER	PSV-0012	Refund, Citation # LH1180811005	100-000-460100	25.00
02/14/2019	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF	SC11377	Communications Charges, Oct - Dec '18	100-420-646000	1,470.40
02/14/2019	ORANGF FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 52419	Fingerprint ID System Charges, Feb '19	100-420-720835	1,272.00
02/21/2019	ICF JONES & STOKES, INC.	0134321	Professional Services, ActivCare Project, Oct '18	100-000-223003	6,195.00

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Payment Dates: 02/01/2019 - 02/28/2019

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/21/2019	ICF JONES & STOKES, INC.	0135121	Professional Serviices, ActivCare Project, Nov '18	100-000-223003	250.00
02/21/2019	ICF JONES & STOKES, INC.	0136498	Professional Serviices, ActivCare Project, Jan '19	100-000-223003	2,760.00
02/21/2019	COX COMMUNICATION	020719	Traffic Signal, Jan - Feb '19	100-195-630000	190.00
02/21/2019	SOUTHERN CALIFORNIA EDISON	020819	Street Lights, Traffic Control, Feb '19	100-355-631000	221.24
02/21/2019	SOUTHERN CALIFORNIA EDISON	020819	Street Lights, Traffic Control, Feb '19	100-355-631400	8,382.72
02/21/2019	SOUTHERN CALIFORNIA EDISON	020819	Street Lights, Traffic Control, Feb '19	100-355-631900	3,881.48
02/21/2019	SAN DIEGO GAS & ELECTRIC	021219	Street Lights, Traffic Control, Com Ctr, Jan '19	100-310-631100	5,004.32
02/21/2019	SAN DIEGO GAS & ELECTRIC	021219	Street Lights, Traffic Control, Com Ctr, Jan '19	100-355-631000	5,115.13
02/21/2019	SOUTHERN CALIFORNIA EDISON	021219	Street Lights, Traffic Control, Feb '19	100-355-631400	47.41
02/21/2019	SAN DIEGO GAS & ELECTRIC	021219	Street Lights, Traffic Control, Com Ctr, Jan '19	100-355-631400	11,743.16
02/21/2019	SAN DIEGO GAS & ELECTRIC	021219	Street Lights, Traffic Control, Com Ctr, Jan '19	100-355-631900	3,363.98
02/21/2019	SOUTHERN CALIFORNIA EDISON	021319	Street Lights, Traffic Control, Feb '19	100-355-631000	26.89
02/21/2019	SOUTHERN CALIFORNIA EDISON	021319	Street Lights, Traffic Control, Feb '19	100-355-631400	710.87
02/21/2019	CHAUNCEY, STEVE	021819	OCSO Training, Police Services, Feb '19	100-420-611000	50.00
02/21/2019	GRANICUS	104093	Agenda Software, FY 18/19	100-195-720050	18,144.00
02/21/2019	CANON FINANCIAL SERVICES, INC.	19770720	Lease - Copier, City Hall, Feb '19	100-195-641200	220.89
02/21/2019	CANON FINANCIAL SERVICES, INC.	19770721	Lease - Copier, Community Services, Feb '19	100-195-641200	279.86
02/21/2019	COMPLETE OFFICE OF CALIFORNIA	2268299-0	Operating Supplies, Feb '19	100-310-622005	64.72
02/21/2019	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	354469	Pre-employment Fingerprinting, Jan '19	100-195-617000	32.00
02/21/2019	CANON SOLUTIONS AMERICA	4028410138	Copier Usage, City Hall, 11/11/18 - 2/10/19	100-195-641200	312.93
02/21/2019	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	422908	Legal Advertising, Jan '19	100-155-624001	825.90
02/21/2019	ACCONTEMPMS	52793218	Professional Services, Gen Gov, 2/4 - 2/8	100-155-720000	747.40
02/21/2019	JAMEY CLARK, INC.	70951	Graffiti Removal, Public Services, Feb '19	100-355-720500	73.68
02/21/2019	WEST PUBLISHING CORPORATION THOMSON	839696175	Subscription, City Clerk, Jan	100-155-626000	232.84
02/21/2019	REUTERS - WEST TUTTLE CLICK FORD	F2CS879706	Vehicle Maintenance, Community Services, Feb '19	100-310-646100	468.67
02/21/2019	OFFICE SOLUTIONS	I-01521763	Computer & Operating Supplies, Feb '19	100-195-620000	37.70
02/21/2019	OFFICE SOLUTIONS	I-01521763	Computer & Operating Supplies, Feb '19	100-195-622000	101.81
02/28/2019	ROSENFELD, KEN	021419	Travel Reimb, CTF Seminar, Feb '19	100-355-611000	75.00
02/28/2019	COX COMMUNICATION	021619	T-Line, Community Center, Feb '19	100-195-630000	402.27
02/28/2019	COX COMMUNICATION	021819	WiFi, City Hall, Mar '19	100-195-630000	179.62
02/28/2019	G2 CONSTRUCTION INC.	022119	Retention Release, CIP 412G	100-000-201001	6,250.00
02/28/2019	SOUTH COUNTY OUTREACH	022219	Refund, Fac Dep, R # 1031093.002	100-000-222000	500.00
02/28/2019	BASICS OF SKATEBOARDING	022219	Contract Instructor Servoces, Skateboard Instr	100-310-721500	315.00

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Payment Dates: 02/01/2019 - 02/28/2019

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/28/2019	ELKINS, CHRISTINA	022219	Contract Instructor Services, Dance	100-310-721500	145.60
02/28/2019	EISENBERG, DALE	022219	Contract Instructor Services, Aikido	100-310-721500	952.00
02/28/2019	GORMAN, RON	022219	Contract Instructor Services, Guitar	100-310-721500	485.10
02/28/2019	HABASH, JOHN	022219	Contract Instructor Services, Dance	100-310-721500	68.60
02/28/2019	RUSSELL, RICHARD WYATT	022219	Contract Instructor Services, Tennis	100-310-721500	2,069.60
02/28/2019	EISENBERG, DALE	022219 A	Contract Instructor Services, Aikido	100-310-721500	52.50
02/28/2019	AU-YEUNG, MELISSA	022619	Travel Reimbursement, LOCC Conference, Feb '19	100-155-612000	154.62
02/28/2019	SAFECHECKS	0535205	Printing, Finance Forms, Feb '19	100-155-623000	494.20
02/28/2019	SYMQUEST SERVICES	1091	Printer Repair, Com Svcs, Feb '19	100-195-647000	65.00
02/28/2019	SUNSET PROPERTY SERVICES	116505	Street Sweeping Services, Jan '19	100-355-720410	11,496.33
02/28/2019	JONSET CORPORATION HR GREEN PACIFIC, INC.	124652A	Building Services, Community Development, Jan '19	100-225-700000	15,647.50
02/28/2019	HR GREEN PACIFIC, INC.	124653	Plan Check, Community Development, Jan '19	100-225-700000	10,866.26
02/28/2019	WEST COAST ARBORISTS, INC.	144717	Tree Trimming Services, Jan '19	100-355-720700	11,637.12
02/28/2019	WEST COAST ARBORISTS, INC.	144718	Tree Trimming Services, Jan '19	100-355-720700	16,969.80
02/28/2019	CANON SOLUTIONS AMERICA	146260130	Copier Supplies, Feb '19	100-195-641200	116.98
02/28/2019	JOE A. GONSALVES & SON	157237	Legislative Services, Mar '19	100-155-700000	2,900.00
02/28/2019	HARTZOG & CRABILL, INC.	19-0045	Traffic Signal Mgmt Services, Jan '19	100-355-700101	3,892.50
02/28/2019	COMPLETE OFFICE OF CALIFORNIA	2273314-0	Operating & Office Supplies, Feb '19	100-310-620500	183.89
02/28/2019	COMPLETE OFFICE OF CALIFORNIA	2273314-0	Operating & Office Supplies, Feb '19	100-310-622005	71.58
02/28/2019	PEST OPTIONS, INC.	320245	Rodent Control, Public Services, Feb '19	100-355-720700	225.00
02/28/2019	GREEN MART, INC.	33009	Operating Supplies, Public Services, Feb '19	100-355-622000	926.65
02/28/2019	CHARLES ABBOTT ASSOCIATES, INC	59204	Road Maintenance, Jan '19	100-355-720400	26,442.22
02/28/2019	ALL CITY MANAGEMENT, INC.	59639	Crossing Guard Services, 1/27 - 2/9	100-420-720822	4,177.44
02/28/2019	WOODRUFF, SPRADLIN & SMART	62057	Professional Services Legal, Jan '19	100-000-223003	4,840.00
02/28/2019	WOODRUFF, SPRADLIN & SMART	62057	Professional Services Legal, Jan '19	100-000-224001	10,175.00
02/28/2019	WOODRUFF, SPRADLIN & SMART	62057	Professional Services Legal, Jan '19	100-155-700010	27,357.04
02/28/2019	WOODRUFF, SPRADLIN & SMART	62057	Professional Services Legal, Jan '19	100-155-700011	1,652.41
02/28/2019	JAMEY CLARK, INC.	70953	Park Repair, Public Services, Feb '19	100-355-720701	170.00
02/28/2019	JAMEY CLARK, INC.	70954	Park Repair, Public Services, Feb '19	100-355-720701	409.96
02/28/2019	C&D ELECTRIC, INC.	84817LH	Park Repairs, Public Services, Feb '19	100-355-720701	209.48
02/28/2019	C&D ELECTRIC, INC.	84818LH	Park Repairs, Public Services, Feb '19	100-355-720701	192.26
02/28/2019	TUTTLE CLICK FORD	F2CS880745	Vehicle Maintenance, Community Services, Feb '19	100-310-646100	282.18
02/28/2019	SUAREZ, RAFAEL	FRD-0162	Refund, Fac Dep, R # 1032529.002	100-000-222000	500.00
02/28/2019	ZAMORA, VIRGINIO	FRD-0164	Refund, Fac Dep, R # 1030254.002	100-000-222000	500.00

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Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/28/2019	ZAMORA, VIRGINIO	FRD-0164	Refund, Fac Dep, R # 1030254.002	100-000-451100	-140.00
02/28/2019	OFFICE SOLUTIONS	I-01528185	Office Supplies, Feb '19	100-195-620000	66.40
02/28/2019	OFFICE SOLUTIONS	I-01530969	Operating & Office Supplies, Feb '19	100-195-620000	5.04
02/28/2019	OFFICE SOLUTIONS	I-01530969	Operating & Office Supplies, Feb '19	100-355-622000	62.23
02/28/2019	ORANGE COUNTY TREASURER TAX COLLECTOR	R866	Election Services, Nov '18	100-155-720000	22,157.42
02/28/2019	CDW GOVERNMENT, INC.	RCK7103	Computer Hardware, IT, Feb '19	100-195-940000	5,135.14
02/28/2019	COMMUNICATIONS CHGS-LAW ENF - COUNTY OF ORANGE	SC11442	Communications Charges, Jan - Mar '19	100-420-646000	2,990.00
Fund 100 - GENERAL FUND Total:					1,340,354.43
Fund: 221 - SENIOR MOBILITY PROGRAM					
02/14/2019	CALIFORNIA YELLOW CAB	01406019	Senior Mobility Program, Jan '19	221-310-720000	1,692.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,692.00
Fund: 307 - C & D FORFEITED DEPOSITS					
02/21/2019	ECONOMICS, INC.	2017-2018.19	Professional Services, Recycling Program, Jan '19	307-355-700000	3,929.51
Fund 307 - C & D FORFEITED DEPOSITS Total:					3,929.51
Fund: 401 - PUBLIC ART FUND					
02/07/2019	STONE IMAGERY	25005	Public Artwork, Feb '19	401-310-900000	2,300.46
Fund 401 - PUBLIC ART FUND Total:					2,300.46
Fund: 451 - LIABILITY SELF-INSURANCE					
02/28/2019	WOODRUFF, SPRADLIN & SMART	62057	Professional Services Legal, Jan '19	451-155-700011	11,198.25
Fund 451 - LIABILITY SELF-INSURANCE Total:					11,198.25
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
02/07/2019	G2 CONSTRUCTION INC.	# 1 190107	Progress Payment # 1, CIP 412G	600-000-490100	-125,000.00
02/07/2019	G2 CONSTRUCTION INC.	# 1 190107	Progress Payment # 1, CIP 412G	600-254-950412	125,000.00
02/07/2019	ARC DOCUMENT SOLUTIONS, LLC	10046242	Printing Services, CIP # 513, Jan '19	600-000-490100	-186.76
02/07/2019	ARC DOCUMENT SOLUTIONS, LLC	10046242	Printing Services, CIP # 513, Jan '19	600-255-950513	186.76
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Fund: 998 - POOL					
02/21/2019	MEEHAN, DANIEL	021919	Theatre Tickets Sales Change Boxes, Com Svcs	998-000-100007	250.00
Fund 998 - POOL Total:					250.00
Grand Total:					1,359,724.65

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Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,340,354.43	1,340,354.43
221 - SENIOR MOBILITY PROGRAM	1,692.00	1,692.00
307 - C & D FORFEITED DEPOSITS	3,929.51	3,929.51
401 - PUBLIC ART FUND	2,300.46	2,300.46
451 - LIABILITY SELF-INSURANCE	11,198.25	11,198.25
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
998 - POOL	250.00	250.00
Grand Total:	1,359,724.65	1,359,724.65

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	449.82	449.82
100-000-201001	Accounts Payable - Reten	0.00	0.00
100-000-221011	Building Standards Fee	1,465.00	1,465.00
100-000-222000	Refundable Deposits	2,750.00	2,750.00
100-000-223003	Plan App Deposit-ActivCa	14,045.00	14,045.00
100-000-224001	Deposit for Developer Ag	10,175.00	10,175.00
100-000-442000	Building Related Permits	-146.50	-146.50
100-000-451000	Recreation Fees	696.90	696.90
100-000-451100	Recreation Fees-Reservat	-140.00	-140.00
100-000-460100	Parking Revenues	25.00	25.00
100-155-610000	Memberships and Dues E	12,964.00	12,964.00
100-155-612000	Travel, Conferences & Me	1,942.95	1,942.95
100-155-613100	Vehicle-Fuel	184.45	184.45
100-155-620000	Office Supplies	130.14	130.14
100-155-622000	Operating Supplies	253.08	253.08
100-155-623000	Printing	494.20	494.20
100-155-624001	Advertising - Legal	825.90	825.90
100-155-625000	Postage & Delivery	147.28	147.28
100-155-626000	Subscriptions & Books	274.85	274.85
100-155-695000	CommunityAsstnc/Publicl	447.50	447.50
100-155-700000	Professional Services	3,501.00	3,501.00
100-155-700010	Legal Services-General Co	27,357.04	27,357.04
100-155-700011	Legal Services-Litigation	1,652.41	1,652.41
100-155-700051	General Audit Services	3,140.00	3,140.00
100-155-720000	Contract Services	24,399.62	24,399.62
100-195-617000	Recruitment	160.87	160.87
100-195-620000	Office Supplies	531.72	531.72
100-195-621000	Computer Supplies	270.48	270.48
100-195-622000	Operating Supplies	431.15	431.15
100-195-630000	Telephone & Communica	3,368.33	3,368.33
100-195-641000	Rent/Lease - Equipment	498.39	498.39
100-195-641200	Rent/Lease - Copier	1,852.07	1,852.07
100-195-647000	Maint & Repair - Comp Ec	65.00	65.00
100-195-720050	Contract Serv-Software St	18,144.00	18,144.00
100-195-940000	Computer Hardware & So	5,135.14	5,135.14
100-225-610000	Memberships and Dues E	250.00	250.00
100-225-611000	Training and Education	675.69	675.69
100-225-613100	Vehicle-Fuel	49.96	49.96
100-225-623000	Printing	34.00	34.00
100-225-626000	Subscriptions & Books	259.46	259.46
100-225-700000	Professional Services	48,376.32	48,376.32
100-225-700200	General Planning Services	20,125.00	20,125.00
100-310-610000	Memberships and Dues E	70.00	70.00
100-310-613100	Vehicle-Fuel	91.20	91.20
100-310-620500	Office Supplies - Comm Cl	207.72	207.72
100-310-622005	Operating Supplies Comrr	274.57	274.57

Attachment: Warrant Register - March 12 2019 Payables Detail Report (1797 : Approval of Warrant Register for March 12, 2019)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-622500	Supplies-Program Service	109.57	109.57
100-310-624500	Advertising-Program Serv	23.23	23.23
100-310-630100	Phone & Communication	80.10	80.10
100-310-631100	Utilities - Electric Comm C	5,004.32	5,004.32
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-646100	Maint & Repairs - Vehicle:	750.85	750.85
100-310-662000	Bank & Merchant Service	200.00	200.00
100-310-695500	Special Events-Program Si	862.11	862.11
100-310-695502	Special Needs Program	223.48	223.48
100-310-695507	Marathon 5k	5,710.00	5,710.00
100-310-721500	Contract Services-Prograr	15,984.16	15,984.16
100-355-610000	Memberships and Dues E:	155.75	155.75
100-355-611000	Training and Education	885.00	885.00
100-355-613100	Vehicle-Fuel	404.64	404.64
100-355-622000	Operating Supplies	1,021.47	1,021.47
100-355-623000	Printing	133.90	133.90
100-355-630000	Telephone & Communica	20.71	20.71
100-355-631000	Utilities - Electric	6,041.39	6,041.39
100-355-631400	Electric-Street Lights/Sign	30,949.38	30,949.38
100-355-631900	UtilitiesElectricOnBillFinar	7,610.96	7,610.96
100-355-635000	Utilities - Water	13,378.98	13,378.98
100-355-700101	Traffic Engineer	3,892.50	3,892.50
100-355-700255	Improvement Inspection	9,215.00	9,215.00
100-355-720400	Street Maintenance	26,601.22	26,601.22
100-355-720410	Street Sweeping	11,496.33	11,496.33
100-355-720420	Traffic Signal Maintenan	14,976.09	14,976.09
100-355-720500	Graffiti Removal	1,136.18	1,136.18
100-355-720700	Landscape Maintenance C	116,111.91	116,111.91
100-355-720701	Parks Contract Repair	10,186.73	10,186.73
100-420-611000	Training and Education	50.00	50.00
100-420-613100	Vehicle-Fuel	85.77	85.77
100-420-646000	Maint & Rep-Equip & Ma	4,460.40	4,460.40
100-420-695000	CommunityAsstnc/Publicl	434.79	434.79
100-420-720401	Animal Care & Shelter Ser	37,683.75	37,683.75
100-420-720800	General Law Enforcement	668,660.49	668,660.49
100-420-720822	Crossing Guard Services	8,354.88	8,354.88
100-420-720823	Parking Citation Processin	3,010.95	3,010.95
100-420-720835	Fingerprint Identification	1,272.00	1,272.00
100-600-790600	Transfers Out - Capital Im	125,186.76	125,186.76
221-310-720000	Contract Services	1,692.00	1,692.00
307-355-700000	Professional Services	3,929.51	3,929.51
401-310-900000	Public Artwork	2,300.46	2,300.46
451-155-700011	Legal Services-Litigation	11,198.25	11,198.25
600-000-490100	Transfer In- General Fund	-125,186.76	-125,186.76
600-254-950412	Water Quality Improveme	125,000.00	125,000.00
600-255-950513	Community Center Renov	186.76	186.76
998-000-100007	Cash - Cashier's Float Cor	250.00	250.00
Grand Total:		1,359,724.65	1,359,724.65

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,359,724.65	1,359,724.65
Grand Total:	1,359,724.65	1,359,724.65



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: 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.

SUMMARY:

Attached to this report is the City of Laguna Hills Quarterly Financial Report for the Second Quarter of Fiscal Year 2018/19. The information presented in the Quarterly Financial Report provides the City Council and City management with the results of the City's financial operations for the 2018/2019 Fiscal Year through December 31, 2018, for all governmental funds. At this time, there are no material deviations or significant variances to report. The total fund balance at the end of the second quarter for all governmental funds totaled \$9,806,317. The Quarterly Financial Report also contains a condensed Treasurer's Investment Report as of December 31, 2018, on Page 6. The City's total portfolio of \$10,094,098 at the end of the second quarter for all fund types is invested in authorized securities. The City's investment policy approved by City Council Resolution is the prevailing guideline in managing investments.

ATTACHMENTS:

- 2nd Quarter Financial Report FY18-19



CITY OF LAGUNA HILLS

Quarterly Financial Report

Second Quarter FY 2018/19

The following unaudited financial information summarizes the City's overall financial activity for the current fiscal year through December 31, 2018. Financial analysis for this report is provided for the General Fund, Capital Improvement Program, Debt Service, and other City governmental funds, and is intended to provide the City Council and the public with a summary overview of the City's general fiscal condition through December 31, 2018.

A Summary of Funding Sources and Uses for the six months ended December 31, 2018, is presented in the table below. As of December 31, 2018, the City received roughly 38% of its revenue projection and expended 46% of its projected total funding uses.

Summary of Funding Sources & Uses For the Six Months Ended December 31, 2018

	Year-To-Date Actual	Budget	YTD % of Budget
<i>Funding Sources</i>	\$ 8,992,864	\$ 23,897,627	38%
<i>Funding Uses</i>	10,494,755	22,912,998	46%
<i>Net Change</i>	(\$1,501,891)	\$ 984,629	

The Comparative Statement of Operations for Governmental Funds, on page 3, shows the detail of the year-to-date actual financial activity in relation to the Amended Budget. Year-to-date financial activity for all governmental funds through December 31, 2018, reports expenditures exceeding revenues by approximately \$1.5 million, which is typical of the governmental funds for the same period in previous fiscal years. As of December 31, 2018, the City received roughly \$9 million in total funding sources and spent roughly \$10.5 million in total funding uses.

Interpreting the information presented herein requires consideration of the cash flow fluctuations of revenues and expenditures. With half the fiscal year complete, total funding sources for all governmental funds was 38% of budget and funding uses was at 46% of budget. Expenditures are reported when payments are made and revenues are reported when payment is received. There are a number of revenue and expenditures items that would show significant deviation if a straight-line comparison was applied. In a straight-line approach, one would expect line items to approximate 25% of budget by the end of the first quarter. However, the timing of many revenue and expenditure transactions do not occur at uniform times or at equal intervals over the course of the fiscal year. Consequently, although the second quarter represents 50% of the fiscal year, not all line items will be at 50% of the budget. Thus, the YTD as a percentage of budget shown in this report does not necessarily indicate material deviations or budget variances. With this perspective in mind, given anticipated payment schedules and past trends, there are no significant budget variances to report at this time.

Funding Sources

The City's total funding sources comprise of general fund revenues, special fund revenues, and other financing sources. At the end of the second quarter, total funding sources were approximately \$9 million, or 38% of budget.

GENERAL FUND REVENUES

General Fund Revenues are utilized primarily to finance the City's general governmental activities. At quarter end, general fund revenues totaled \$8,030,264 or 38% of budget. Receipts of Property Tax came in at \$4,107,284, or 38% of budget. Intergovernmental Revenues, which includes sales tax revenue, were \$2,263,494, or 41% of budget. The recording of these revenue sources comply with GASB 33 which addresses the timing of recognition of non-exchange transactions, e.g. taxes and fines. Revenues from non-exchange transactions, such as property and sales tax, received in the first two months of this fiscal year were accrued in the prior fiscal year. Franchise fees from utility companies and transient occupancy tax comprise Franchise Taxes, which came in at \$678,310, or 24% of budget. These receipts lag at least a quarter and no accrual was made at quarter end. Revenues from Licenses & Permits, \$433,788, and Charges for Services, \$453,167, are dependent upon development activities and came in at 54% and 41% of budget, respectively. Fines and Forfeitures, which includes parking and vehicle fines, ended the quarter at 50% of budget, at \$94,222.

SPECIAL REVENUES AND GRANTS

Many of the Special Revenue funding sources are tied in with the City's Capital Improvement Plan. The receipts of funding sources for certain capital projects typically lag behind the spending on the projects, as the claims are applied for during construction or after project-completion. At the end of the second quarter, special revenues receipts totaled \$884,295, or 38% of budget. The \$140,000 from Community Development Block Grant (CDBG) is pass-through funding that is utilized to fully fund the public facility improvements at the Florence Sylvester Memorial Senior Center.

OTHER FUNDING SOURCES

Interest income of \$78,305 ended the quarter at 92% of budget, reflecting rising interest rates over projection.

Funding Uses

The City's total funding uses consist of the City's Operating Expenditures, outlay for Capital Improvement projects, debt charges and expenditures for grant related programs. At the end of the second quarter, total funding uses were approximately \$10.5 million, which was 46% of budget.

OPERATING EXPENDITURES

At the end of the second quarter, operating expenditures totaled roughly \$9.8 million, which represents 50% of the total operating budget. While total operating expenditures came in at 50% of budget, the spending level for Non-Departmental came in much higher, at 74% of its budget, due to annual insurance premiums paid in full at the onset of the fiscal year, as well as annual IT related maintenance contracts.

CAPITAL IMPROVEMENT PLAN (CIP)

CIP expenditures totaled \$123,305, or 10% of budget, at the end of the second quarter. All budget capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

The following table lists the YTD expenditures for capital projects by type as of December 31, 2018.

<u>Capital Improvement Program</u>	
<u>For the 6 Months Ended, December 31, 2018</u>	
Streets, Signals & Lighting	\$ 5,590
Flood Control & Water Quality	29,648
Parks	88,067
Total\$	123,305

OTHER FUNDING USES

As of the end of the second quarter, payments for debt service totaled \$170,441 of the \$1,790,881 payable this fiscal year. Use of Reserves totaled \$219,079, which is over budget as a result of unanticipated cost of litigation. Expenditures of \$140,000 in the CDBG Fund reflect the pass-through funding of facility improvements at the Florence Sylvester Memorial Senior Center.

CITY OF LAGUNA HILLS
COMPARATIVE STATEMENT OF OPERATION - GOVERNMENTAL FUNDS
FOR THE 6 MONTHS ENDED, DECEMBER 31, 2018

	FY 2018/19			FY 2017/18		
	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET
FUNDING SOURCES						
General Fund Revenues						
Property Taxes	\$ 4,107,284	\$ 10,916,716	38%	\$ 4,071,943	\$ 10,595,386	38%
Intergovernmental Revenues	2,263,494	5,578,000	41%	1,947,763	5,900,250	33%
Franchise Taxes	678,310	2,803,425	24%	699,394	2,713,239	26%
Licenses and Permits	433,788	800,000	54%	459,264	1,050,000	44%
Charges for Current Services	453,167	1,094,000	41%	420,985	1,091,842	39%
Fines & Forfeitures	94,222	190,000	50%	97,984	246,000	40%
Total General Fund Revenues	8,030,264	21,382,141	38%	7,697,333	21,596,717	36%
Special Revenue Funds						
Gas Tax - HUTA	217,581	697,429	31%	244,088	747,517	33%
Gas Tax -SB1 RMRA	194,922	527,571	37%	-	173,351	0%
Measure M2 Fair Share	204,701	590,060	35%	183,062	570,658	32%
Measure M2 - Competitive	-	300,000	0%	-	-	-
AB 2766 Fund	10,319	40,000	26%	10,158	40,000	25%
CDBG	140,000	-	-	-	-	-
Quimby Act Fees	-	-	-	-	5,832,228	0%
Developer Traffic Impact Fees	-	-	-	-	830,567	0%
Beverage Recycling Fund	-	8,300	0%	-	-	-
CR&R Recycling Fees	2,000	2,000	100%	2,000	2,000	100%
C&D Forfeited Deposits	-	30,000	0%	-	40,000	0%
Senior Mobility Program	12,782	35,126	36%	11,410	33,984	34%
Public Art Fund	-	-	-	-	127,420	0%
Law Enforcement Grants	101,990	100,000	102%	107,939	100,000	108%
Total Special Revenue Funding	884,295	2,330,486	38%	558,657	8,497,725	7%
Other Funding Sources						
Interest Income	78,305	85,000	92%	40,822	-	-
Distribution from Enterprise Fund	-	100,000	0%	-	50,000	0%
Total Other Funding Sources	78,305	185,000	-	40,822	50,000	-
TOTAL FUNDING SOURCES	\$ 8,992,864	\$ 23,897,627	38%	\$ 8,296,812	\$ 30,144,442	28%
FUNDING USES						
Operating Expenditures						
General Government	\$ 1,005,147	2,400,264	42%	\$ 1,188,121	\$ 2,832,799	42%
Non-Departmental	799,313	1,085,875	74%	831,504	1,232,010	67%
Community Development	483,050	1,302,329	37%	548,291	1,446,568	38%
Public Services	2,329,983	4,400,954	53%	2,023,677	4,384,685	46%
Community Services	1,000,646	2,064,096	48%	998,945	2,130,520	47%
Police Services	4,188,862	8,411,971	50%	4,222,874	8,393,820	50%
Total Operating Expenditures	9,807,001	19,665,489	50%	9,813,412	20,420,402	48%
Capital Improvement Program	123,305	1,270,000	10%	78,660	2,333,298	3%
Other Funding Uses						
Debt Charges	170,441	1,790,881	10%	197,694	1,785,387	11%
Use of Reserves	219,079	50,000	438%	27,785	80,178	35%
Special Revenue Fund Expenditures	-	-	-	-	-	-
Public Art Fund	3,491	-	-	-	-	-
CDBG Fund	140,000	-	-	-	-	-
Senior Mobility Program	11,496	44,000	26%	12,172	43,500	28%
Beverage Recycling	-	8,300	0%	-	34,707	0%
CR&R Recycling Fund	-	2,000	0%	1,033	2,000	52%
Forfeited C&D Deposits	19,942	82,328	24%	23,688	97,000	24%
Total Other Funding Uses	564,449	1,977,509	29%	262,372	2,042,772	13%
TOTAL FUNDING USES	\$ 10,494,755	\$ 22,912,998	46%	\$ 10,154,444	\$ 24,796,472	41%
NET CHANGE IN FUND BALANCE	\$ (1,501,891)	\$ 984,629		\$ (1,857,632)	\$ 5,347,970	

Attachment: 2nd Quarter Financial Report FY18-19 (1799 : Second Quarter Financial & Treasurer's Report FY 2018-19)

CITY OF LAGUNA HILLS
ABRIDGED BALANCE SHEET - GOVERNMENTAL FUNDS (UNAUDITED)
DECEMBER 31, 2018

ASSETS

Cash and investments	\$ 9,807,408
Receivables:	
Accounts	144,560
Interest	30,837
Due from other governments	260,000
Prepaid items	46,768
Total assets	\$ <u>10,289,573</u>

LIABILITIES AND FUND BALANCES

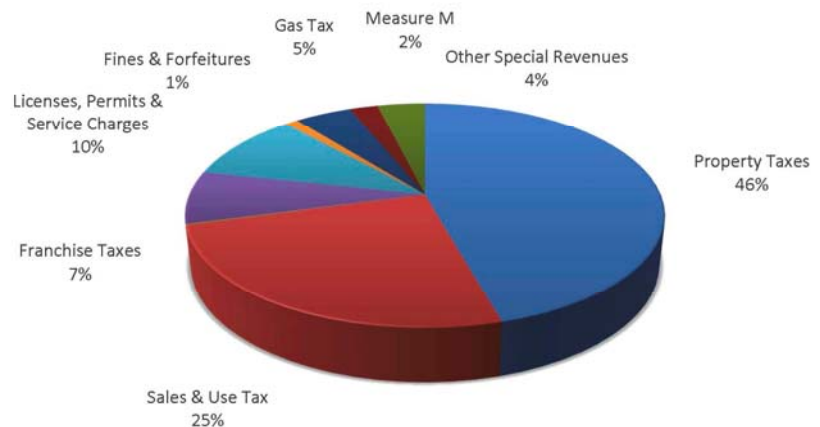
Liabilities:

Accounts payable	\$ 53,737
Payroll and benefits	50,031
Refundable deposits	313,626
Deferred revenue	58,992
Trust accounts	6,870
Total liabilities	483,256

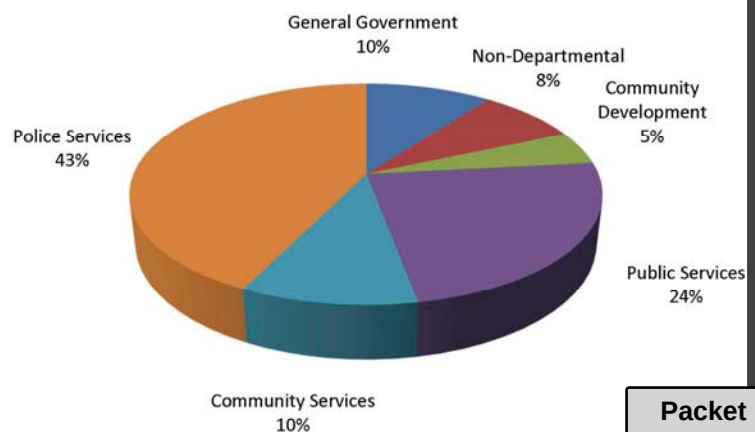
Fund balances:	9,806,317
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Total liabilities and fund balances **\$ 10,289,573**

REVENUES -
General Fund &
Special Revenue Funds
FY 2018/19
As of 12/31/18



OPERATING
EXPENDITURES
FY 2018/19
As of 12/31/18



Below is a snapshot of the City's fund balance as of December 31, 2018. At the end of the second quarter of the current fiscal year, the City's total fund balance for its governmental funds stood at \$9,806,317. Additionally, an abridged balance sheet, which summarizes the City's assets and liabilities is included on page 4 and reconciles the fund balance at quarter end. City-managed short-term idle funds, as well as debt service funds, are invested in approved securities.

CITY OF LAGUNA HILLS

GOVERNMENTAL FUNDS

STATEMENT OF WORKING FUNDS (UNAUDITED) AS OF DECEMBER 31, 2018

Fund Balance

General Fund	\$ 7,324,872
Gas Tax	72,438
AB 2766 Fund	179,110
CARITS	1,221,817
Water Conservation	331,841
Senior Mobility Program	69,842
CASp	2,990
Beverage Recycling	21,757
CR&R Recycling	878
C&D Forfeited Deposits	82,400
Public Art Fund	79,069
Grants & Contributions	84,778
Debt Service	1,836,415
Total Beginning Fund Balance, as of July 1, 2018	11,308,208

Net Change in Fund Balance, as of December 31, 2018	(1,501,891)
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Total Fund Balance, as of December 31, 2018	\$ 9,806,317
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Disposition of Working Funds

Total Cash and Demand Deposits	\$ 680,536
Total Investments	9,126,873
Total Cash and Investments	9,807,408
Receivables Net of Liabilities	(1,091)

Total Fund Balance, as of December 31, 2018	\$ 9,806,317
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The Quarter End Financial Management Report for the Second Quarter of Fiscal Year 2018-19 is hereby submitted. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. To the best of our knowledge and belief, the above information is reported in a manner that presents fairly the financial position and results of operation of the Governmental Funds & Fiduciary Fund of the City of Laguna Hills as of December 31, 2018.

TREASURER'S INVESTMENT REPORT - ALL FUNDS (CONDENSED)
FOR THE 1ST QUARTER ENDED DECEMBER 31, 2018

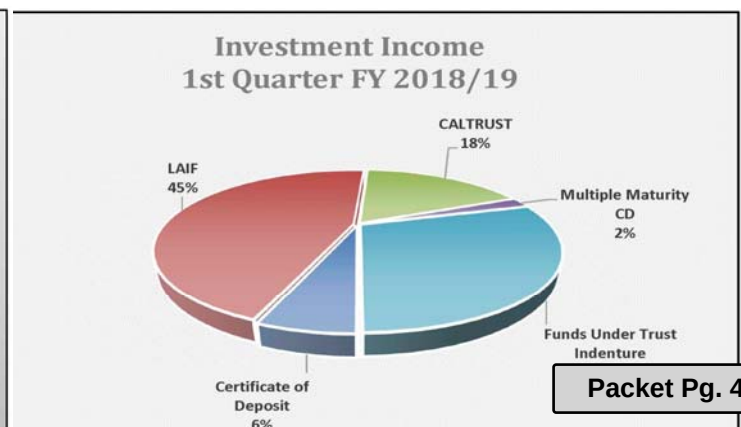
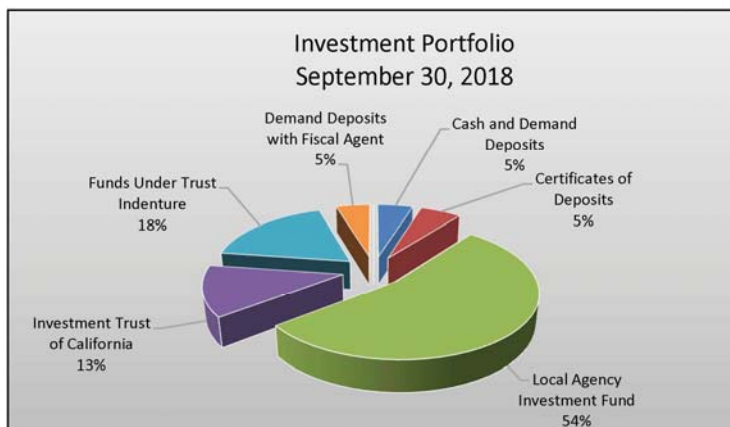
Cash and Investments by Type	Beginning Book Value	Deposits	Withdrawals	Ending Book Value	2nd Quarter Interest Income
Cash on Hand	\$ 2,000	\$ -	\$ -	\$ 2,000	\$ -
Demand Deposits	859,989	7,979,062	8,346,659	492,392	-
Certificates of Deposits	500,000	-	-	500,000	2,189
Multiple Maturity Certificates of Deposits	70,502	-	-	70,502	761
State Treasurer's Investment Fund (LAIF)	2,928,280	3,022,529	500,000	5,450,809	16,971
Investment Trust of CA (CalTRUST)	1,275,697	6,623	-	1,282,320	6,623
Debt Service Funds Under Trust Indenture	1,813,350	9,892	-	1,823,242	11,015
Demand Deposits with Custodial Agent	475,134	364,550	366,851	472,833	16
TOTAL	\$ 7,924,953	\$ 11,382,656	\$ 9,213,510	\$ 10,094,098	\$ 37,574

The City's investment policy approved by Council resolution is the prevailing guideline in managing investments. Short-term excess cash is currently invested primarily in the State Treasurer's Local Agency Investment Fund (LAIF) and the Investment Trust of California (CalTRUST), a Public Joint Powers Authority (JPA). Restricted investments held under trust indenture by The Bank of New York Mellon Trust Company, N.A, is a Reserve Fund, deposited with LAIF, established to secure the timely payment of principal and interest represented by the 2010 Refinancing Project bond issues.

The following is the summary of the cash and investments for the 2nd quarter ended, as of December 31, 2018, compared with the same period of the previous fiscal year:

	December 31, 2018	December 31, 2017
Cash on hand	\$ 3,000	\$ 2,000
Pooled Deposits:		
Demand Deposits	964,225	768,601
Certificates of Deposits	570,502	570,502
Total Pooled Deposits	1,534,728	1,339,103
Pooled Investments:		
Local Agency Investment Fund	5,450,809	5,032,047
Investment Trust of California	1,282,320	1,259,627
Restricted Cash and Investments:		
Local Agency Investment Fund	1,822,891	1,814,654
Demand Deposits	351	3,883
Total Cash and Investments	\$ 10,094,098	\$ 9,451,314

We believe the City's portfolio provides sufficient cash flow liquidity to meet the next six months of the City's projected operating expenditures.





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019

TO: Mayor and Council Members

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

ISSUE: 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.

SUMMARY:

The City of Aliso Viejo plans to perform pavement rehabilitation on Alicia Parkway in their jurisdiction and has offered the City of Laguna Hills the opportunity to benefit from the project by including a segment of Alicia Parkway in our jurisdiction in their project. In this way, the Laguna Hills will be able to complete a portion of needed pavement rehabilitation while enjoying the bid results from a larger project. Staff has proposed to include the portion of Alicia Parkway from our westerly boundary at Ramona Street to a point approximately 800 feet easterly, near the intersection with Laguna Court, a private street. A Cooperative Agreement between the cities is proposed for approval to effectuate this project. The Agreement, attached, identifies each respective agency's responsibilities with the City of Aliso Viejo being designated as the lead agency.

BACKGROUND:

In 2016, the City of Laguna Hills performed pavement rehabilitation on a portion of Alicia Parkway from Laguna Court to Aliso Hills Drive. The project did not begin at the City's westerly boundary, near Ramona Street, due to budget constraints at that time. Recently, the City of Aliso Viejo contacted Laguna Hills to advise of their plans to

Agreement with City of Aliso Viejo for Alicia Pavement Rehab

March 12, 2019

Page 2

perform pavement rehabilitation on Alicia Parkway in their jurisdiction and they offered the Laguna Hills the opportunity to benefit from the project by including a segment of Alicia Parkway in our jurisdiction in their project. In this way, the Laguna Hills will be able to complete a portion of needed pavement rehabilitation while enjoying the bid results from a larger project. Staff has proposed to include the portion of Alicia Parkway from our westerly boundary at Ramona Street to a point approximately 800 feet easterly, near the intersection with Laguna Court, a private street.

To implement this project, the City of Aliso Viejo has provided a Cooperative Agreement, attached, which identifies the responsibilities of each agency for this project. Aliso Viejo is designated the lead agency including responsibility for compliance with CEQA. The project is expected to be under construction in summer 2019. Approval of the Cooperative Agreement is recommended.

FISCAL IMPACT:

The Alicia Parkway Street Improvement Project Laguna Hills portion has an estimated construction cost of \$250,000 and funds are available for this work in the Fiscal Year 2019-2020 Capital Improvement Program Budget for Pavement Rehabilitation, CIP No. 101K.

ATTACHMENTS:

- Aliso Viejo - Laguna Hills Coop Agreement for Alicia Parkway

**COST SHARING AND COOPERATIVE AGREEMENT FOR
ALICIA PARKWAY
STREET IMPROVEMENT PROJECT**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2019, by and between the CITY OF ALISO VIEJO, a municipal corporation of the State of California, hereinafter referred to as "ALISO VIEJO," and the CITY OF LAGUNA HILLS, a municipal corporation of the State of California, hereinafter referred to as "LAGUNA HILLS."

WHEREAS, ALISO VIEJO and LAGUNA HILLS desire to rehabilitate Alicia Parkway, which street is partially located in ALISO VIEJO and partially in LAGUNA HILLS, hereinafter referred to as the "Alicia Parkway Street Improvement Project" or "PROJECT;" and

WHEREAS, ALISO VIEJO and LAGUNA HILLS desire to acknowledge that costs for the design and construction of the PROJECT will be shared by ALISO VIEJO and LAGUNA HILLS and funded through a combination of Road Maintenance and Rehabilitation Account, Gas Tax and Recycled Asphalt Concrete Grant funds; and

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

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

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

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

Cooperative Agreement
Alicia Parkway

- D. ALISO VIEJO and LAGUNA HILLS shall share in the cost of the PROJECT by providing local funds as necessary to complete the PROJECT. The estimated cost for PROJECT is \$1,372,950. ALISO VIEJO and LAGUNA HILLS shall pay a pro rata share of total contracted construction costs based upon the percentage of the cost of improvements incurred for work done within each city's respective city limits. The estimated cost for the LAGUNA HILLS portion of the PROJECT is not to exceed \$234,045, including \$6,805 for design services.
- E. ALISO VIEJO shall require its contractor to name LAGUNA HILLS, its elected officials, officers and employees as an additional insureds and to indemnify LAGUNA HILLS, its elected officials, officers and employees to the same extent that the contractor is required to indemnify ALISO VIEJO, its elected officials, officers and employees.
- F. ALISO VIEJO shall obtain the written concurrence of the LAGUNA HILLS' City Engineer or his designee, hereinafter referred to as LAGUNA HILLS ENGINEER, for any contract change order (CCO) of PROJECT which would affect the PROJECT design or increase the estimated cost for the LAGUNA HILLS portion of the PROJECT.
- G. Prior to accepting improvements under the contract for PROJECT, ALISO VIEJO shall obtain LAGUNA HILLS ENGINEER's written approval of the construction as it affects the operation and maintenance of PROJECT within the LAGUNA HILLS portion. Approval shall be withheld only for work not completed per the approved plans and specifications for PROJECT.
- H. ALISO VIEJO shall furnish LAGUNA HILLS ENGINEER with "Record" construction drawings for PROJECT and a copy of the Notice of Completion.
- I. LAGUNA HILLS shall at all times during the progress of construction of PROJECT within the LAGUNA HILLS portion, have access to the work thereon for the purpose of inspection and, should LAGUNA HILLS ENGINEER deem any remedial measures to be necessary, LAGUNA HILLS ENGINEER shall notify ALISO VIEJO thereof for communication to the contractor.
- J. LAGUNA HILLS shall fund any special features or changes or additions to the PROJECT outside the scope of the approved plans and specifications, including but not limited to special features or changes or additions to the design, right-of-way, construction and contract administration for the LAGUNA HILLS portion.
- K. LAGUNA HILLS shall deposit with ALISO VIEJO the estimated costs of any special features or changes or additions as described in Section J prior to the start of the appropriate phase (design or construction).
- L. After award of a construction contract by ALISO VIEJO, LAGUNA HILLS shall, within thirty (30) days of being invoiced by ALISO VIEJO, deposit with ALISO VIEJO their share of PROJECT costs. ALISO VIEJO shall not invoice LAGUNA HILLS prior to June 30, 2019.

Cooperative Agreement
Alicia Parkway

- M. Within 120 days after filing of the Notice of Completion by ALISO VIEJO, ALISO VIEJO shall prepare for review and approval by LAGUNA HILLS, a final cost accounting for any additional work performed outside the scope of the approved plans and specifications, that is the responsibility of LAGUNA HILLS. Within 60 days after receipt of this final accounting, it shall be reviewed for approval by the LAGUNA HILLS ENGINEER. Upon approval, LAGUNA HILLS shall transfer to ALISO VIEJO any necessary funds, if any, or ALISO VIEJO shall transfer to LAGUNA HILLS any necessary funds, if any, to balance PROJECT's expenditures.
- N. Upon approval and acceptance of the improvements by LAGUNA HILLS ENGINEER, LAGUNA HILLS shall resume maintenance responsibility for PROJECT within the LAGUNA HILLS portion.
- O. Neither party to this Agreement nor any officer, agent or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection to any work, authority or jurisdiction delegated to such other party under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, with regard to any work authority or jurisdiction delegated to a party under this Agreement, such party shall fully indemnify, defend and hold the other party harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done under or in connection with such delegated work, authority or jurisdiction. Notwithstanding and in addition to the foregoing, ALISO VIEJO shall defend, indemnify and hold LAGUNA HILLS harmless for liability imposed by reason of a release of Hazardous Materials (as defined in the construction contract) caused by ALISO VIEJO's sole negligence or willful misconduct in administering the construction contract. This indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364.
- P. The terms of this Agreement may be amended at any time by either party by supplemental agreement based upon mutual written consent of both parties.
- Q. ALISO VIEJO and LAGUNA HILLS shall comply with all applicable federal, state, and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.
- R. If any term, provisions, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- S. All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person

Cooperative Agreement
Alicia Parkway

or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To: ALISO VIEJO

City of Aliso Viejo
Attn: David A. Doyle
City Manager
12 Journey, Suite 100
Aliso Viejo, CA 92656

To: LAGUNA HILLS

City of Laguna Hills
Attn: Donald J. White
City Manager
24035 El Toro Road
Laguna Hills, CA 92653

- T. This Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.
- U. Neither this Agreement, nor any of the parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- V. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Agreement.
- W. Should litigation arise out of this Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorneys' fees.

Cooperative Agreement
Alicia Parkway

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

CITY OF ALISO VIEJO

CITY OF LAGUNA HILLS

By: _____
David A. Doyle
City Manager

By: _____
Donald J. White
City Manager

ATTEST:

ATTEST:

By: _____
Mitzi Ortiz
City Clerk

By: _____
Melissa Au-Yeung
Deputy City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Scott C. Smith
City Attorney

By: _____
Gregory E. Simonian
City Attorney



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019

TO: Mayor and Council Members

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

ISSUE: 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.

SUMMARY:

The City's Reserve Study for the Laguna Hills Community Center and Sports Complex recommends initiating replacement of the existing 19-year-old HVAC equipment, including fourteen (14) packaged air conditioner units and one (1) evaporative cooler on the roof of the Community Center building at 25555 Alicia Parkway. In addition, due to a number of existing roof leaks, a portion of the roof of this facility needs to be resurfaced. Plans and specifications for the HVAC equipment replacements and roofing repairs have been prepared by Staff and are presented to the City Council for approval and for authorization to advertise the project for bids.

HVAC Equipment Replacements and Roofing Repairs

March 12, 2019

Page 2

BACKGROUND:

The Laguna Hills Community Center & Sports Complex at 25555 Alicia Parkway was constructed in 2000 and is owned and operated by the City of Laguna Hills. The existing HVAC system equipment includes fourteen (14) packaged air conditioner units and one (1) evaporative cooler located on the rooftop of the Community Center building and these units are due for replacement along with associated roofing repairs. Based upon recurring roof leaks, ongoing maintenance issues, and the units reaching the end of their maximum useful life, replacement of all of the units is recommended in order to maintain the level of service expected in City buildings.

The plans and specifications for the Laguna Hills Community Center & Sports Complex HVAC equipment replacements and roofing repairs have been prepared by Staff are on file in the office of the City Clerk and are presented on the dais this evening. The cost estimate for the work is \$250,000. It is recommended the City Council approve the plans and specifications and authorize the advertisement of the project for bids.

CEQA FINDINGS:

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.

HVAC Equipment Replacements and Roofing Repairs

March 12, 2019

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FISCAL IMPACT:

The City Council adopted CIP programmed funding for the HVAC equipment over a three year period. However, for cost efficiency purposes, staff is recommending that all of the HVAC units be replaced in a single project and, due to existing roof leaks, to accelerate the roofing repairs to coincide with the HVAC replacements.

The cost estimate for the HVAC equipment replacements and roofing repairs at the Community Center building is \$250,000. The CIP appropriates \$170,000 this fiscal year for improvements at the Community Center and programs another \$100,000 in 2019-20. Therefore, it will be necessary for the City Council to approve a budget amendment moving funds programmed in 2019-20 into this fiscal year. A resolution amending the CIP will be brought to the City Council when award of contract for this project is agendized.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: 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.

SUMMARY:

The 2019 Volunteer Connection Day event is scheduled for Saturday, April 27, 2019. Although the event historically has taken place on the third Saturday of each April, staff is proposing to delay the event by one week for 2019 due to the Easter Holiday falling on April 21, 2019. Past projects have included multiple trail clean-ups, painting projects, a Green Expo, and a free document shredding and Garage Clean-Up event. Projects and activities for 2019 include trail clean-ups and tree planting in recognition of Arbor Day.

BACKGROUND:

The 2019 Volunteer Connection Day event is scheduled for Saturday, April 27, 2019, between the hours of 9:00am and 12:00pm. Although the event historically has taken place on the third Saturday of each April, staff is proposing to delay the event by one week for 2019 due to the Easter Holiday falling on April 21, 2019. Last year, fifty-two (52) volunteers were welcomed by Parks and Recreation Commissioners, City Council members and staff before venturing off to assist in the clean-up of nearby trails and the planting of nineteen (19) trees and one hundred and twenty-five (125) shrubs at the Laguna Hills Sports Complex in recognition of Arbor Day. A paper shredding event was also held, along with a Community Connection Expo.

Volunteer Connection Day and Arbor Day Recognition

March 12, 2019

Page 2

Projects for the 2019 event include trail clean-ups and a tree planting ceremony in recognition of Arbor Day. Staff will send volunteers to the Aliso Creek trail, Juan Avila trail, and to Veeh Ranch Park for clean-up efforts. The Parks Department plans to plant 20 trees in and around MacKenzie Park for the Arbor Day Recognition. A mix of Crape Myrtle, Pistachio, and Jacaranda trees have been selected for the 2019 event.

A paper shredding and Garage Clean-Up event are currently being planned for the month of June.

FISCAL IMPACT:

The FY 2018/19 budget for Volunteer Connection Day is \$1,000. Event expenditures totaled \$685.23 for the 2018 Volunteer Connection Day.

ATTACHMENTS:

- Arbor Day Proclamation



CITY OF LAGUNA HILLS

PROCLAMATION

ARBOR DAY

APRIL 27, 2019

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Dore J. Gilbert, M.D., Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim April 27, 2019, as Arbor Day in the City of Laguna Hills.

Dated this 12th day of March 2019.

DORE J. GILBERT, M.D., MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

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

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

SUMMARY:

The City of Laguna Hills ("City") is located within the jurisdiction of the San Diego Regional Water Quality Control Board (the "Regional Board") which is responsible for regulating activities that could impact water quality throughout the San Diego Region (which also includes portions of Riverside County and South Orange County). The Regional Board has determined that large aerial fireworks displays may require a permit because pollutants associated with fireworks can be damaging to water quality. The permit requirement was enacted a result of the numerous private and public venues that maintained fireworks displays throughout the year on or adjacent to urban shorelines in the San Diego area. In 2014, the Regional Board adopted Order No. R9-2014-0041 establishing a waiver for fireworks displays that take place over land. The City must submit an Aerial Waste Waiver to the Regional Board in advance of the

Aerial Waste Waiver for the City's Fourth of July Fireworks

March 12, 2019

Page 2

planned Fourth of July fireworks display and complete an environmental review of the event pursuant to the California Environmental Quality Act (CEQA).

After reviewing relevant available materials, staff has concluded that the City's Fourth of July Celebration and Fireworks Display is not subject to the requirements of CEQA and recommends that the City Council adopt a "Categorical Exemption."

BACKGROUND:

The City of Laguna Hills is located within the jurisdiction of the Regional Board, which regulates pollutant discharges into surface waters (rivers, streams, harbors, the ocean, etc.) associated with public fireworks displays within its service area. Examples of pollutants from fireworks displays include airborne particulates, chemicals, and debris (paper, cardboard, wires, fuses) that are scattered by each burst charge in a fireworks display and could be deposited into local surface waters. Because the City's Fourth of July fireworks display is located over land it is eligible for an Aerial Waste Waiver from the Regional Board to host a public fireworks display. The City hosts one fireworks event per year lasting approximately 18 minutes on the Fourth of July and no other events involving fireworks are held within the City during the course of the year.

Pollutant discharges associated with the event will not be significant. Based on water quality data obtained in 2011, the Regional Board determined that it was unlikely that single fireworks events of a smaller size than SeaWorld's Fourth of July and Labor Day events would cause exceedances of applicable water quality criteria in the water column of receiving waters.¹ Staff notes that SeaWorld's special events pyrotechnic displays involve approximately 1,000 pounds of fireworks while the City's is approximately 750 pounds. In addition, in 2002, the South Coast Air Quality Management District monitored and evaluated air quality impacts caused by fireworks shows similar in size to the one planned for the City's Fourth of July Celebration and determined there was no exceedance of State Relative Exposure Levels (RELs). AB2588 Health Risk Assessment values submitted as part of the evaluation also indicated that the cancer exposure risk from the fireworks displays is 1.8 in one million maximum cancer risk.²

¹ SDRWQCB ORDER NO. R9-2011-0022/ NPDES NO. CAG999002: General National Pollutant Discharge Elimination System (NPDES) permit for residual firework pollutant waste discharges to waters of the United States in the San Diego Region from the public display of fireworks - Adopted May 11, 2011.

² White Paper on Status of Fireworks Displays and Fireworks Regulations in the South Coast Air Basin, South Coast Air Quality Management District, July 9, 2004.

Aerial Waste Waiver for the City's Fourth of July Fireworks

March 12, 2019

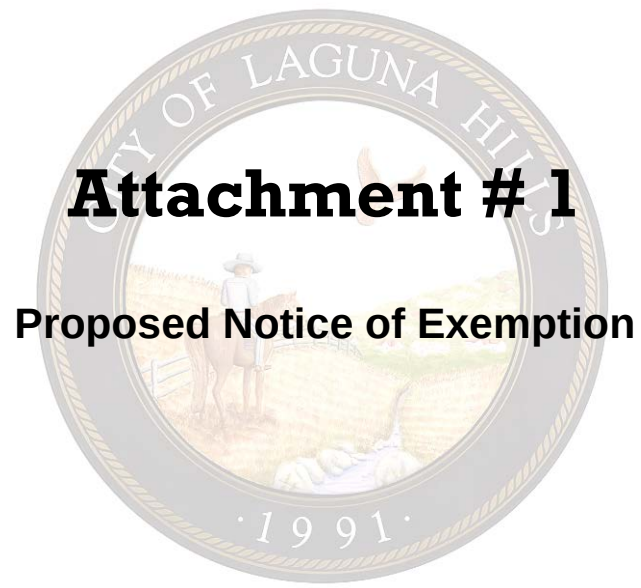
Page 3

CEQA FINDINGS:

The Regional Board has determined, pursuant to Order No. R9-2011-0022 adopted May 11, 2011, that fireworks shows do not exceed relevant requirements for water quality subject to the discharge prohibitions and specifications, receiving waters limitations, and provisions incorporated into the referenced order. In addition, in 2002, the South Coast Air Quality Management District monitored and evaluated air quality impacts caused by fireworks shows similar in size to the one planned for the City's Fourth of July Celebration and determined there was no exceedance of State Relative Exposure Levels (RELs). AB2588 Health Risk Assessment values submitted as part of the evaluation also indicated that the cancer exposure risk from the fireworks displays is 1.8 in one million maximum cancer risk. (*SCAQMD, July 9, 2004*). Therefore, the City's fireworks display associated with its Fourth of July Celebration will not have a significant effect on the environment. In addition, it has been determined that the City's Fourth of July fireworks display is categorically exempt from CEQA pursuant to Guideline Section No. 15304 (Class 4, Minor Alterations to Land). A Class 4 categorical exemption applies to minor and temporary uses of land having negligible or no permanent effects on the environment.

ATTACHMENTS:

- Attachment 1- Notice of Exemption
- Attachment 2- Application Form Final



NOTICE OF EXEMPTION

TO: Orange County Clerk Recorder
 County of Orange
 P. O. Box 238
 Santa Ana, CA 92702

FROM: City of Laguna Hills
 Planning Department
 24035 El Toro Road
 Laguna Hills, CA 92653

Project Title: City of Laguna Hills Fourth of July Celebration and Fireworks Display

Project Location: 25555 Alicia Parkway

Project Location – City: Laguna Hills, CA Project Location – County: Orange

Project Approval Date: March 12, 2019

Description of nature, purpose, and beneficiaries of project: The City of Laguna Hills proposes to hold a Fourth of July Celebration, which includes a public fireworks display utilizing approximately 750 pounds of pyrotechnic material. The event will last several hours with the fireworks display lasting approximately 18 minutes.

Name of public agency approving project:

City of Laguna Hills

Name of person or Agency carrying out project (Lead Agency):

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

Exempt Status: (Check One)

☐ Ministerial project. (Section 15073, State Guidelines)

☐ Not a project. (Section 15071(a) State Guidelines)

☐ Emergency project. (Section 15071(b) and (c) State Guidelines)

☒ Categorical Exemption. Code Number: Section 15304, Class 4(e),
"Minor temporary use of land having negligible or no permanent effects
on the environment."

Reason why project was exempt: The San Diego Regional Water Quality Control Board evaluated water quality impacts from individual fireworks displays and determined that it was unlikely pyrotechnic displays utilizing under 1,000 pounds of material would cause exceedances of applicable water quality criteria of receiving waters. Similarly, the South Coast Air Quality Management District determined that air quality impacts caused by displays similar in size to the one to be carried out by the City do not exceed State RELs or result in a significant increase in cancer risk from air contaminants.

Lead Agency Contact Person: David Chantarangsu Phone: 949-707-2675

Signature: _____ Title: Community Development Director

Date Submitted to County Clerk: _____



INTRODUCTION

This application package constitutes a Report of Waste Discharge (ROWD) pursuant to California Water Code Section 13260. Section 13260 states that persons discharging or proposing to discharge waste that could affect the quality of the waters of the State, other than into a community sewer system, shall file a ROWD containing information which may be required by the appropriate Regional Water Quality Control Board (RWQCB).

This package is to be used to start the application process for all waste discharge requirements (WDRs) and National Pollutant Discharge Elimination System (NPDES) permits* issued by a RWQCB except:

- a) Those landfill facilities that must use a joint Solid Waste Facility Permit Application Form, California Integrated Waste Management Board Form E-1-77; and
- b) General WDRs or general NPDES permits that use a Notice of Intent to comply or specify the use of an alternative application form designed for that permit.

This application package contains:

- 1. Application/General Information Form for WDRs and NPDES Permits [Form 200 (10/97)].
- 2. Application/General Information Instructions.

Instructions

Instructions are provided to assist you with completion of the application. If you are unable to find the answers to your questions or need assistance with the completion of the application package, please contact your RWQCB representative. *The RWQCBs strongly recommend that you make initial telephone or personal contact with RWQCB regulatory staff to discuss a proposed new discharge before submitting your application.* The RWQCB representative will be able to answer procedural and annual fee related questions that you may have. (See map and telephone numbers inside of application cover.)

All dischargers regulated under WDRs and NPDES permits must pay an annual fee, except dairies, which pay a filing fee only. The RWQCB will notify you of your annual fee based on an evaluation of your proposed discharge. Please do NOT submit a check for your first annual fee or filing fee until requested to do so by a RWQCB representative. Dischargers applying for reissuance (renewal) of an existing NPDES permit or update of an existing WDR will be billed through the annual fee billing system and are therefore requested NOT to submit a check with their application. Checks should be made payable to the State Water Resources Control Board.

Additional Information Requirements

A RWQCB representative will notify you within 30 days of receipt of the application form and any supplemental documents whether your application is complete. If your application is incomplete, the RWQCB representative will send you a detailed list of discharge specific information necessary to complete the application process. The completion date of your application is normally the date when all required information, including the correct fee, is received by the RWQCB.

*** NPDES PERMITS:** If you are applying for a permit to discharge to surface water, you will need an NPDES permit which is issued under both State and Federal law and may be required to complete one or more of the following Federal NPDES permit application forms: Short Form A, Standard Form A, Forms 1, 2B, 2C, 2D, 2E, and 2F. These forms may be obtained at a RWQCB office or can be ordered from the National Center for Environmental Publications and Information at (513) 891-6561.



**APPLICATION/REPORT OF WASTE DISCHARGE
GENERAL INFORMATION FORM FOR
WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT**



INSTRUCTIONS

**FOR COMPLETING THE APPLICATION/REPORT OF WASTE DISCHARGE
GENERAL INFORMATION FORM FOR:
WASTE DISCHARGE REQUIREMENTS/NPDES PERMIT**

If you have any questions on the completion of any part of the application, please contact your RWQCB representative. A map of RWQCB locations, addresses, and telephone numbers is located on the reverse side of the application cover.

I. FACILITY INFORMATION

You must provide the factual information listed below for ALL owners, operators, and locations and, where appropriate, for ALL general partners and lease holders.

A. FACILITY:

Legal name, physical address including the county, person to contact, and phone number at the facility.
(**NO P.O. Box numbers!** If no address exists, use street and nearest cross street.)

B. FACILITY OWNER:

Legal owner, address, person to contact, and phone number. Also include the owner's Federal Tax Identification Number.

OWNER TYPE:

Check the appropriate Owner Type. The legal owner will be named in the WDRs/NPDES permit.

C. FACILITY OPERATOR (The agency or business, not the person):

If applicable, the name, address, person to contact, and telephone number for the facility operator. Check the appropriate Operator Type. If identical to B. above, enter "same as owner".

D. OWNER OF THE LAND:

Legal owner of the land(s) where the facility is located, address, person to contact, and phone number. Check the appropriate Owner Type. If identical to B. above, enter "same as owner".

E. ADDRESS WHERE LEGAL NOTICE MAY BE SERVED:

Address where legal notice may be served, person to contact, and phone number. If identical to B. above, enter "same as owner".

F. BILLING ADDRESS

Address where annual fee invoices should be sent, person to contact, and phone number. If identical to B. above, enter "same as owner".



**APPLICATION/REPORT OF WASTE DISCHARGE
GENERAL INFORMATION FORM FOR
WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT**



II. TYPE OF DISCHARGE

Check the appropriate box to describe whether the waste will be discharged to: A. Land, or B. Surface Water.

Check the appropriate box(es) which best describe the activities at your facility.

Hazardous Waste - If you check the Hazardous Waste box, STOP and contact a representative of the RWQCB for further instructions.

Landfills - A separate form, APPLICATION FOR SOLID WASTE FACILITY PERMIT/WASTE DISCHARGE REQUIREMENTS, California Integrated Waste Management Board Form E-1-77, may be required. Contact a RWQCB representative to help determine the appropriate form for your discharge.

III. LOCATION OF THE FACILITY

1. Enter the Assessor's Parcel Number(s) (APN), which is located on the property tax bill. The number can also be obtained from the County Assessor's Office. Indicate the APN for both the facility and the discharge point.
2. Enter the Latitude of the entrance to the proposed/existing facility and of the discharge point. Latitude and longitude information can be obtained from a U.S. Geological Survey quadrangle topographic map. Other maps may also contain this information.
3. Enter the Longitude of the entrance to the proposed/existing facility and of the discharge point.

IV. REASON FOR FILING

NEW DISCHARGE OR FACILITY:

A discharge or facility that is proposed but does not now exist, or that does not yet have WDRs or an NPDES permit.

CHANGE IN DESIGN OR OPERATION:

A material change in design or operation from existing discharge requirements. Final determination of whether the reported change is material will be made by the RWQCB.

CHANGE IN QUANTITY/TYPE OF DISCHARGE:

A material change in characteristics of the waste from existing discharge requirements. Final determination of whether the reported change would have a significant effect will be made by the RWQCB.

CHANGE IN OWNERSHIP/OPERATOR:

Change of legal owner of the facility. Complete Parts I, III, and IV only and contact the RWQCB to determine if additional information is required.

WASTE DISCHARGE REQUIREMENTS UPDATE OR NPDES PERMIT REISSUANCE:

WDRs must be updated periodically to reflect changing technology standards and conditions. A new application is required to reissue an NPDES permit which has expired.

OTHER:

If there is a reason other than the ones listed, please describe the reason on the space provided. (If more space is needed, attach a separate sheet.)



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT



V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

It should be emphasized that communication with the appropriate RWQCB staff is vital before starting the CEQA documentation, and is recommended before completing this application. There are Basin Plan issues which may complicate the CEQA effort, and RWQCB staff may be able to help in providing the needed information to complete the CEQA documentation.

Name the Lead Agency responsible for completion of CEQA requirements for the project, i.e., completion and certification of CEQA documentation.

Check YES or NO. Has a public agency determined that the proposed project is exempt from CEQA? If the answer is YES, state the basis for the exemption and the name of the agency supplying the exemption on the space provided. (Remember that, if extra space is needed, use an extra sheet of paper, but be sure to indicate the attached sheet under Section VII. Other.)

Check YES or NO. Has the "Notice of Determination" been filed under CEQA? If YES, give the date the notice was filed and enclose a copy of the Notice of Determination and the Initial Study, Environmental Impact Report, or Negative Declaration. If NO, check the box of the expected type of CEQA document for this project, and include the expected date of completion using the timelines given under CEQA. The date of completion should be taken as the date that the Notice of Determination will be submitted. (If not known, write "Unknown")

VI. OTHER REQUIRED INFORMATION

To be approved, your application MUST include a COMPLETE characterization of the discharge. If the characterization is found to be incomplete, RWQCB staff will contact you and request that additional specific information be submitted.

This application MUST be accompanied by a site map. A USGS 7.5' Quadrangle map or a street map, if more appropriate, is sufficient for most applications.

VII. OTHER

If any of the answers on your application form need further explanation, attach a separate sheet. Please list any attachments with the titles and dates on the space provided.

VIII. CERTIFICATION

Certification by the owner of the facility or the operator of the facility, if the operator is different from the owner, is required. The appropriate person must sign the application form.

Acceptable signatures are:

1. **for a corporation**, a principal executive officer of at least the level of senior vice-president;
2. **for a partnership or individual (sole proprietorship)**, a general partner or the proprietor;
3. **for a governmental or public agency**, either a principal executive officer or ranking elected/appointed official.

DISCHARGE SPECIFIC INFORMATION

In most cases, a request to supply additional discharge specific information will be sent to you by a representative of the RWQCB. If the RWQCB determines that additional discharge specific information is not needed to process your application, you will be so notified.



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT

**I. FACILITY INFORMATION****A. Facility:**

Name: Laguna Hills High School			
Address: 25401 Paseo de Valencia			
City: Laguna Hills	County: Orange	State: CA	Zip Code: 92653
Contact Person: Dan Meehan		Telephone Number: 949-707-2686	

B. Facility Owner:

Name: Saddleback Valley Unified School District			Owner Type (Check One) 1. ☐ Individual 2. ☐ Corporation	
Address: 25631 Peter Hartman Way			3. ☐ Governmental Agency 4. ☐ Partnership	
City: Mission Viejo	State: CA	Zip Code: 92691	5. ☒ other: <u>School District</u>	
Contact Person: Michael Marzilli		Telephone Number: 949-770-5447	Federal Tax ID:	

C. Facility Operator (The agency or business, not the person):

Name: City of Laguna Hills			Operator Type (Check One) 1. ☐ Individual 2. ☐ Corporation	
Address: 24035 El Toro Rd.			3. ☒ Governmental Agency 4. ☐ Partnership	
City: Laguna Hills	State: CA.	Zip Code: 92653	5. ☐ other: _____	
Contact Person: Dan Meehan		Telephone Number: 949-707-2686		

D. Owner of the Land:

Name: Saddleback Valley Unified School District			Owner Type (Check One) 1. ☐ Individual 2. ☐ Corporation	
Address: 25631 Peter Hartman Way			3. ☐ Governmental Agency 4. ☐ Partnership	
City: Mission Viejo	State: CA.	Zip Code: 92691	5. ☒ other: <u>School District</u>	
Contact Person: Michael Marzilli		Telephone Number: (949) 770-5447		

E. Address Where Legal Notice May Be Served:

Address: 24035 El Toro Rd.		
City: Laguna Hills	State: CA.	Zip Code: 92653
Contact Person: Dan Meehan	Telephone Number: 949-707-2686	

F. Billing Address:

Address: 24035 El Toro Rd.		
City: Laguna Hills	State: CA.	Zip Code: 92653
Contact Person: Dan Meehan	Telephone Number: 949-707-2686	



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT



II. TYPE OF DISCHARGE

Check Type of Discharge(s) Described in this Application (A or B):

☒ **A. WASTE DISCHARGE TO LAND**

☐ **B. WASTE DISCHARGE TO SURFACE WATER**

Check all that apply:

- ☐ Domestic/Municipal Wastewater Treatment and Disposal
- ☐ Cooling Water
- ☐ Mining
- ☐ Waste Pile
- ☐ Wastewater Reclamation

- ☐ Animal Waste Solids
- ☐ Land Treatment Unit
- ☐ Dredge Material Disposal
- ☐ Surface Impoundment
- ☐ Industrial Process Wastewater

- ☐ Animal or Aquacultural Wastewater
- ☐ Biosolids/Residual
- ☐ Hazardous Waste (see instructions)
- ☐ Landfill (see instructions)
- ☐ Storm Water

☒ Other, please describe: RESIDUAL FIREWORK POLLUTANT WASTE DISCHARGES (PUBLIC DISPLAY)

III. LOCATION OF THE FACILITY

Describe the physical location of the facility.

1. Assessor's Parcel Number(s)
Facility: 625-021-07
Discharge Point: 625-021-07

2. Latitude
Facility: 33.59
Discharge Point: 33.59

3. Longitude
Facility: -117.70
Discharge Point: -117.70

IV. REASON FOR FILING

- ☐ New Discharge or Facility
- ☐ Changes in Ownership/Operator (see instructions)
- ☐ Change in Design or Operation
- ☐ Waste Discharge Requirements Update or NPDES Permit Reissuance
- ☐ Change in Quantity/Type of Discharge
- ☒ Other: Compliance with Board Order No. R9-2011-0022

V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Name of Lead Agency: City of Laguna Hills

Has a public agency determined that the proposed project is exempt from CEQA? ☒ Yes ☐ No

If Yes, state the basis for the exemption and the name of the agency supplying the exemption on the line below.

Basis for Exemption/Agency: Less than 1,000 pounds of pyrotechnic material - one time event.

Has a "Notice of Determination" been filed under CEQA? ☐ Yes ☐ No

If Yes, enclose a copy of the CEQA document, Environmental Impact Report, or Negative Declaration. If no, identify the expected type of CEQA document and expected date of completion.

Expected CEQA Documents:

☐ EIR ☐ Negative Declaration

Expected CEQA Completion Date: March 19, 2019



**APPLICATION/REPORT OF WASTE DISCHARGE
GENERAL INFORMATION FORM FOR
WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT**



VI. OTHER REQUIRED INFORMATION

Please provide a COMPLETE characterization of your discharge. A complete characterization includes, but is not limited to, design and actual flows, a list of constituents and the discharge concentration of each constituent, a list of other appropriate waste discharge characteristics, a description and schematic drawing of all treatment processes, a description of any Best Management Practices (BMPs) used, and a description of disposal methods.

Also include a site map showing the location of the facility and, if you are submitting this application for an NPDES permit, identify the surface water to which you propose to discharge. Please try to limit your maps to a scale of 1:24,000 (7.5' USGS Quadrangle) or a street map, if more appropriate.

VII. OTHER

Attach additional sheets to explain any responses which need clarification. List attachments with titles and dates below:

Attachment F of Board Order No. R9-2011-0022 adopted May 11, 2011.

Notice of Exemption

You will be notified by a representative of the RWQCB within 30 days of receipt of your application. The notice will state if your application is complete or if there is additional information you must submit to complete your Application/Report of Waste Discharge, pursuant to Division 7, Section 13260 of the California Water Code.

VIII. CERTIFICATION

"I certify under penalty of law that this document, including all attachments and supplemental information, were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name: _____

Title: _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

Date Form 200 Received:	Letter to Discharger:	Fee Amount Received:	Check #:
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California Environmental Protection Agency Bill of Rights for Environmental Permit Applicants

California Environmental Protection Agency (Cal/EPA) recognizes that many complex issues must be addressed when pursuing reforms of environmental permits and that significant challenges remain. We have initiated reforms and intend to continue the effort to make environmental permitting more efficient, less costly, and to ensure that those seeking permits receive timely responses from the boards and departments of the Cal/EPA. To further this goal, Cal/EPA endorses the following precepts that form the basis of a permit applicant's "Bill of Rights."

1. Permit applicants have the right to assistance in understanding regulatory and permit requirements. All Cal/EPA programs maintain an Ombudsman to work directly with applicants. Permit Assistance Centers located throughout California have permit specialists from all the State, regional, and local agencies to identify permit requirements and assist in permit processing.
2. Permit applicants have the right to know the projected fees for review of applications, how any costs will be determined and billed, and procedures for resolving any disputes over fee billings.
3. Permit applicants have the right of access to complete and clearly written guidance documents that explain the regulatory requirements. Agencies must publish a list of all information required in a permit application and of criteria used to determine whether the submitted information is adequate.
4. Permit applicants have the right of timely completeness determinations for their applications. In general, agencies notify the applicant within 30 days of any deficiencies or determine that the application is complete. California Environmental Quality Act (CEQA) and public hearing requests may require additional information.
5. Permit applicants have the right to know exactly how their applications are deficient and what further information is needed to make their applications complete. Pursuant to California Government code Section 65944, after an application is accepted as complete, an agency may not request any new or additional information that was not specified in the original application.
6. Permit applicants have the right of a timely decision on their permit application. The agencies are required to establish time limits for permit reviews.
7. Permit applicants have the right to appeal permit review time limits by statute or administratively that have been violated without good cause. For state environmental agencies, appeals are made directly to the Cal/EPA Secretary or to a specific board. For local environmental agencies, appeals are generally made to the local governing board or, under certain circumstances, to Cal/EPA. Through this appeal, applicants may obtain a set date for a decision on their permit and, in some cases, a refund of all application fees (ask boards and departments for details).
8. Permit applicants have the right to work with a single lead agency where multiple environmental approvals are needed. For multiple permits, all agency actions can be consolidated under a lead agency. For site remediation, all applicable laws can be administered through a single agency.
9. Permit applicants have the right to know who will be reviewing their application and the time required to complete the full review process.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager
ISSUE: 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.

SUMMARY:

The City of Laguna Hills will host its annual Fourth of July celebration at the Laguna Hills Sports Complex on Thursday, July 4, 2019. The special event will be held from 4:00 p.m. to 9:30 p.m. and includes a number of activities in addition to the fireworks show. Staff's recommendation is to authorize the City Manager to execute an agreement with Fireworks and Stage FX America, LLC (FA), for the 2019 fireworks display. The proposed show for 2019 will have approximately one thousand one hundred and three (1,103) shells, and a cost of \$26,500. The show will be approximately 18 minutes in length.

BACKGROUND:

The City of Laguna Hills will host its annual Fourth of July celebration at the Laguna Hills Sports Complex on Thursday, July 4, 2019. For the Fourth of July Celebration event this year, the following activities are tentatively scheduled:

Main Stage Entertainment:

- Straight 78 (70's through Contemporary Funk, Soul, and Rock)

Games:

- Soccer Kick
- Double Hoop Shot
- Football Toss

Carnival Rides:

- Two carnival rides

Activities:

- 40 foot obstacle Course
- Spacewalk-Airwalk

Children's Activities

- Face Painting
- Crafts

City Information Booth: (To Date)

- Community Services Class/Event Promotion
- Recycling Information
- City Commissions

Vendor Booths: (TBD, invitations sent to the following)

- Dippin Dots - LHHS PTSA
- Churros, candy, pretzels, & nachos - LHHS Music Boosters
- Roasted Corn, iced tea, lemonade & pizza - Boy Scout Troop 1602
- Shaved ice - LHHS Water Polo Boosters
- Hot dogs & brownies - Festival Singers

Fourth of July Report and Fireworks Agreement
 March 12, 2019
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-
- Chili & Cornbread - AYSO 1422
 - Water, soda & Gatorade - LHHS Football Boosters
 - Cupcakes and iced coffee - LHHS Lacrosse Boosters
 - Hamburgers and chips – Team Dark Horse

The following is the tentative schedule of events:

4:00 p.m. Event Begins

Activities, games, music, food and vendor booths

8:50 P.M. Mayor's Welcome/Comments

9:00 P.M. National Anthem

9:05 P.M. Fireworks Display

In addition to the activities listed above, it is anticipated that "Team Dark Horse" will be present to support the adopted Marines of the 3/5 Battalion at this year's event. Marine's from the 3/5 Battalion may also be present.

Vendor booth rental forms were sent to all past vendors. Vendors who have participated previously in the Fourth of July Celebration have until late May to submit their request for a booth for 2019. After this date, food items that have not been secured by a past vendor may be given away to other interested Laguna Hills non-profit organizations.

Staff's recommendation is for the City Council to approve the attached Fireworks Display Agreement and to authorize the City Manager to execute an agreement with FA for the 2019 fireworks display. The proposed show for 2019 will have approximately one thousand one hundred and three (1,103) shells, and a cost of \$26,500. The fireworks display will be approximately 18 minutes in length.

FISCAL IMPACT:

The budget for the 2019 Fourth of July event is \$58,450 which includes a fireworks budget of \$26,500. Estimated net costs total \$52,250, which accounts for an estimated \$5,000 in ticket sales revenue and \$1,200 in vendor booth rentals.

Fourth of July Report and Fireworks Agreement

March 12, 2019

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Expenditures for the 2018 Fourth of July Celebration totaled \$57,800. Net costs for the event totaled \$52,812 after deducting the revenue from ticket sales in the amount of \$4,088 and vendor booth rentals in the amount of \$900.

ATTACHMENTS:

- Agreement

FIREWORKS DISPLAY AGREEMENT

Fireworks and Stage FX America, Inc.

THIS FIREWORKS DISPLAY AGREEMENT (the "Agreement") is made, entered into, and effective this ____ day of March 2019, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California ("City"), and FIREWORKS AND STAGE FX AMERICA, LLC, a California corporation, dba FIREWORKS AMERICA ("FA").

RECITALS

- A. FA designs, produces, and conducts public fireworks displays; and
- B. City desires to engage FA to design, produce and perform a public fireworks display on July 4, 2019, pursuant to the terms and conditions set forth herein.

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

AGREEMENT

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

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

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

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

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

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

2. Time and Place. The Display shall take place on July 4, 2019 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Laguna Hills High School located at 25401 Paseo de Valencia, Laguna Hills, CA, between the Tennis Court and Baseball Field, which is adjacent to the Laguna Hills Community Center located at 25555 Alicia Parkway, Laguna Hills, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. City reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

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

3.2 Verification of Credentials. FA shall furnish City with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the City by no later than May 29, 2019.

4. Fees, Interest, and Expenses.

4.1 Fee. City agrees to pay FA a fee of \$26,500.00 (Twenty Six Thousand Five Hundred Dollars) ("Display Fee") for the Display. City shall pay to FA \$13,250.00 (Thirteen Thousand Two Hundred Fifty Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by City no later than July 18, 2019.

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

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

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

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

6. **Rescheduling.** City shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if City elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$1,325.00 (One Thousand Three Hundred Twenty Five Dollars), if the City notifies FA of the request to reschedule before 12:00 a.m. on July 3, 2019; or (ii) 15% of the Display Fee, or \$3,975.00 (Three Thousand Nine Hundred Seventy Five Dollars), if the City notifies FA of the request to reschedule on or after 12:00 a.m. on July 3, 2019. The Display shall be rescheduled on a mutually agreed upon date occurring no later than six months from the Scheduled Date.

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

7.1 **Right to Cancel.** City shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If City elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, FA's inability to perform as a result of operator error, or malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the City shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or \$6,625.00 (Six Thousand Six Hundred Twenty Five Dollars), if the City notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$9,937.50 (Nine Thousand Nine Hundred Thirty Seven Dollars and Fifty Cents), if the City notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or \$13,250.00 (Thirteen Thousand Two Hundred Fifty Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

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

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the City as liquidated damages 20% of the Display Fee, or \$5,300.00 (Five Thousand Three Hundred Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the City as liquidated damages 50% of the Display Fee, or \$13,250.00 (Thirteen Thousand Two Hundred Fifty Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the City, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the City as liquidated damages 100% of the Display Fee, or \$26,500.00 (Twenty Six Thousand Five Hundred Dollars).

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the City elects to reschedule or cancel the Display prior to the Scheduled Date, the City shall communicate its decision to Kevin Brueckner of FA at go4pyro@aol.com and/or by phone to (800) 464-7976.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Kevin Brueckner of FA at go4pyro@aol.com and/or by phone to (800) 464-7976. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

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

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

11. Security. City shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the Site clear. The City shall also provide and maintain a shell casing fallout area clear of any

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

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

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

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The City shall be responsible for any fees associated with these permits, including standby fees. The City shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

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

16. Insurance and Indemnification.

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

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

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

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

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

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

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

16.1.3 Verification of Coverage. FA shall furnish City with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City by no later than May 30, 2019. City reserves the right to require FA's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

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

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

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

17. Attorney Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court

costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

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

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

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

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

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

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

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make FA a City employee. During the performance of this Agreement, FA and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing

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

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

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

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

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

27. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly

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

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

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

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

To City:

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

To Fireworks and Stage FX America, LLC:

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

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

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

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

[Signatures on Following Page]

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

“CITY”
City of Laguna Hills

Date: _____

By: _____
 Donald J. White,
 City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
 Gregory E. Simonian,
 City Attorney

By: _____
 Melissa Au-Yeung,
 City Clerk

“FA”
Fireworks and Stage FX America, LLC

Date: _____

By : _____
 Kevin T. Brueckner, President

Date: _____

By : _____
 Scott Danielson, General Manager

Exhibit A
Scope of Work
for
City of Laguna Hills
2019 Fourth of July Celebration

Attachment: Agreement (1805 : Fourth of July Report and Fireworks Agreement)

City of Laguna Hills



Presents

Celebrate Freedom

A Fireworks Extravaganza

July 4th, 2019

Produced by



"The Difference is Quality"

City of Laguna Hills**Celebrate Freedom****July 4th, 2019****National Anthem**Program A

Rockets Red Glare

4" 2

Bombs Bursting In Air

3" 10

Red, White & Blue Finale

3" 10**Aerial Grand Finale**Program A

Color and Multi-Color Finale Shells

3" 300**4" 16**

Aerial Flash Salutes

3" 200

Finale Crown

5" 10**Aerial Show Presentation**

Aerial Titanium Flash Salutes

3" 20

Color and Multi-Color Aerial Shells

3" 130**4" 60****5" 45****6"**Flitter, Glitter, Electric Color and
Color Changing Shells**3" 100****4" 50****5" 25**

Distinctive and Unique Aerial Shells

3" 50**4" 25****5" 12**

Streaking Comets & Tiger Tails

3" 10

Premium Aerial Shells

3" 10**4" 10****5" 8****Grand Totals**

Aerial Shells

3" 840**4" 163****5" 100****Total Aerial Shells****1103****Program Price**Total Program Price Inclusive of
Insurance, Operator and
Transportation**Cost \$26,500**

Show Duration 18 Minutes



Fireworks America Products

The Quality Difference

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality products and variety which will far surpass those of our competitors.

Product Definitions Are:

Color and Multi-Color include standard one color products and multiple colors such as Chrysanthemums, Peonies and Hearts, Red, Green and Blue, Variegated, etc.

Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: includes Flitter, Glitter, Electric Color and Color Changing Transformation Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

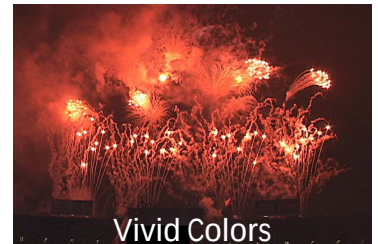
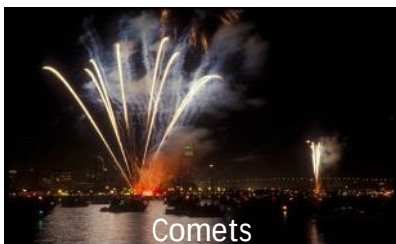
Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Shells feature Distinctive and Unique Aerial Shells including, Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, . Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Special Pattern Shells, Weeping Willow Shells, Shell of Shells and Serpentine Shells, etc..

Compare to our competitors "Special", "Special Effect", or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



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

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of
\$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)
- 6) Music Tape
- 7) Choreography

City of Laguna Hills to Provide:

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

Minimum Time Required

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

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

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

Please plan your show accordingly.

Operators and Assistants:

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

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

Payment Terms:

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

Method of Discharge:

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

Choreography:

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




**Fireworks
 & Stage FX
 America**



Exhibit B
Approximate Fire Safety Zone
for
City of Laguna Hills
2019 Fourth of July Celebration

Attachment: Agreement (1805 : Fourth of July Report and Fireworks Agreement)

Laguna Hills High School
25401 Paseo De Valencia
Laguna Hills, CA 92653





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: 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 City Manager to execute the attached Amendment No. 1 to the Professional Services Agreement with HR Green Pacific, Inc.

SUMMARY:

Consistent with the City's contract model approach to providing services to the community, in 2015 the City entered into a contract with HR Green California, Inc., to

Amendment of an Existing Professional Services Agreement with HR Green Pacific
March 12, 2019
Page 2

provide on-call services. The current agreement was subsequently assigned to HR Green Pacific, Inc. ("HR Green"), in 2018 as a result of a corporate restructuring. The original contract provided for an initial term of three (3) years, with the option for a two (2) year extension. The current contract expired August 31, 2018, and has been extended by mutual consent on a month-to-month basis pending the resolution of a proposed contract extension. HR Green replaced another building services firm that was previously under contract to the City.

Staff has analyzed the new rates and fee structure proposed by HR Green and has determined that the City's approved budget for building services would be inadequate to allow for building inspection services to continue to be offered Monday through Friday. The City's current budget for building services is \$375,000; HR Green's proposal is estimated to cost approximately \$388,000, if inspections were limited to Monday through Thursday (or four days per week). Continuing to offer inspections Monday through Friday would increase the City's building services costs to \$431,000, an unbudgeted cost increase of \$56,000, which is not recommended by staff.

Staff recommends the City Council approve the contract amendment ("Amendment No. 1"), agreeing to the new hourly rates and plan check fees proposed by HR Green, which would have the immediate effect of reducing the City's building inspection services to Monday through Thursday. Should the City Council reject staff's recommended approach to retain HR Green through August 31, 2020, staff would need to issue an RFP for on-call building services, while retaining HR Green, with the goal of having the City Council award a contract by July 1, 2019.

BACKGROUND:

State law requires building permits to be obtained for most construction activity such as for new building construction, or modifications to residential and commercial/ quasi-commercial buildings. Most construction activity occurring within the City is from commercial and residential remodeling, and occasionally from new construction. Through the City's process of building plan review (commonly referred to as "plan check") and building inspection, basic elements of human safety, structural design, and energy efficiency requirements for new construction are met as mandated by State building codes.

The City has routinely used consultants to partially or completely fulfill its needs for building plan check and inspection services. Since 2015, the City has maintained a contract with HR Green to provide the necessary plan check and building inspection

Amendment of an Existing Professional Services Agreement with HR Green Pacific

March 12, 2019

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services using hourly rates for building inspection, and a fee sharing approach for plan check. In performing plan check services for the City, HR Green retains 65 percent of building plan check fees collected and the City retains 35 percent. The City's plan check fee schedule is based on a fee study last conducted in 2016, and adjusted annually according to changes in the Consumer Price Index (CPI). The City Council last adopted the current building permit plan check and permit fee amounts in June 2018. Since entering into a contract with the City in 2015, the CPI (All Urban Consumers – Los Angeles-Long Beach-Anaheim) has increased 8.24 percent. HR Green has not requested that the City consider an increase in its fees even though the approved contract provides for the City to do so. However, HR Green's proposed hourly rates exceed the allowable CPI adjustment on average of 5.5 percent with a range that varies approximately 2-8 percent in the various positions it makes available to the City.

Generally, the City's building plan check and permit fees are set to recover expenses the City incurs in providing building services to the public. Fees paid to HR Green for building services in each of the last three fiscal years (FY2015/16 – FY2017/18) are listed in Table 1 below in total, and by type of service provided. Staff notes the contract identifies maximum fees payable to HR Green within a calendar year (see Attachment 3), however contract costs are accounted for in the City's budget by fiscal year and are shown below in a fiscal year format.

The annual maximum contract amount payable in one calendar year is limited to \$350,000 as a cost control measure. Since contracting with HR Green, fees paid were \$101,509 in 2015 (partial service year), \$340,240 in 2016, \$340,069 in 2017, and \$289,861 in 2018.

Table 1 – Building Services Costs FY15/16 to FY18/19

	FY15-16	FY16-17	FY17-18	FY18-19 (Projected at Current Rates)
Total Fees Paid to HR Green	\$274,256	\$335,365	\$324,670	\$282,000
HR Green Plan Check Fees	\$98,156	\$108,655	\$125,590	\$101,000
HR Green Personnel Fees (Hourly, As-Needed)	\$176,100	\$226,710	\$199,080	\$181,000

Building Inspection/ Building Official Costs

Prior to contracting with HR Green for building services, the City maintained an in-house inspector position - salary and benefits amounted to approximately \$172,000 annually. In 2016, HR Green was tasked with providing all of the City's building inspection services. For building inspection services, one building inspector is assigned to the City and charges an hourly rate. Currently HR Green provides 30 inspection hours per week Monday through Friday (6 hours per day). The City has access to multiple inspectors who can provide coverage, however HR Green typically assigns the same inspector to Laguna Hills as well as a Building Official. The City's Building Official resolves technical issues concerning the building codes, supervises consultant-provided inspectors, and, in accordance with State law, is largely responsible for interpreting and enforcing the City's building codes. The Building Official's cost is reflected in Table 2 below, and on average HR Green has billed approximately \$1,000 per month for those services.

Table 2 – Inspection Costs

Fiscal Year	FY15-16	FY16-17	FY17-18	FY18-19 (Projected at Current Rates)
Inspection Costs (includes Building Official)	\$176,100	\$226,710	\$199,080	\$182,000

HR Green Proposal

HR Green proposes three changes to its current rate structure to continue providing building services to the City as follows:

- Moving forward, HR Green proposes to revise its hourly rates for all of its employees provided to the City.
- HR Green proposes to increase its share of plan check fees retained from 65 percent to 75 percent.
- HR Green proposes to capture all of the City's plan check fees for roof-top residential solar systems for which the City charges a nominal fee of approximately \$150 per permit on average.

In addition, HR Green has advised that it is unable to continue providing partial daily inspection coverage, and must assign staff to the City to provide coverage based on an 8-hour day. Attachment 1 to Amendment No. 1 identifies HR Green's proposal.

The added costs items proposed by HR Green do not follow the City's normal procurement process for professional services found in Chapter 3-08 of the Laguna Hills Municipal Code. Given the increased costs proposed by HR Green that were not considered in the original contract (such as the increased rate for plan check fees), and hourly rate charges that exceed the maximum CPI adjustment, the City Council must determine that one or more exceptions to the City's purchasing requirements apply in order to consider the increased fees and hourly rates contained in Amendment No. 1. Consideration of the City's procurement process is described later on in this report.

Impact on Projected Costs

Using HR Green's proposed fees and rates moving forward, staff analyzed the increase in costs to the City using cost data for FY15/16 through FY 18/19. Average costs are depicted below in Table 3.

Table 3 – Average Cost of HR Green Building Services
FY15/16 through FY 18/19*

	Average Cost Per FY**
Plan Check	\$108,000
Inspection @ 30 Hours Per Week + Building Official	\$196,000
PV Fees	(Reflected in Plan Check Costs)
TOTAL	\$304,000

*FY18/19 Costs are Projected

**Rounded to the nearest \$1,000

In the current budget, \$375,000 is allocated for building services. The substantial difference between actual costs and the budgeted amount is a result of plan check and other miscellaneous building services costs that were anticipated, but not realized. For example, the current budget anticipates \$163,000 for plan check costs, however actual

Amendment of an Existing Professional Services Agreement with HR Green Pacific

March 12, 2019

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plan check costs have averaged \$108,000. Attachment 2 depicts the amount budgeted for professional building services by service area. Staff notes the City's amended budget only reflects the total amount budgeted and is not broken down as shown in the attachment.

Staff also estimated the cost of building services using HR Green's proposed fees and rate structure using HR Green's actual fees charged to the City for FY15/16 through FY 18/19. Table 4 depicts the increased costs to the City. As noted earlier, HR Green's inspector availability moving forward must be based on an 8-hour day (40 hours per week), whereas currently HR Green has been accommodating the City's request to provide inspections based on a 6-hour day (30 hours per week). This accommodation has enabled the City to provide inspections Monday through Friday. However the costs associated with HR Green's proposal will no longer allow the City to offer inspections Monday through Friday since the cost will substantially exceed the City's budgeted amount of \$172,000 for inspection services. While inspection costs have averaged \$184,000 for the past four fiscal years, and already exceeds the budgeted amount, contingency funds within the Community Development Department's Professional Services budget have been sufficient to cover the additional cost.

Table 4 – Building Services Costs

Projected Annual Cost with Inspections @ 32 Hours/Week – (Staff Recommended)	Projected Annual Cost with Inspections @ 40 Hours/Week
\$360,000	\$403,000

The costs above do not include any contingency funds, or other staff coverage needs that HR Green provides. In the current budget, these items account for an additional \$28,700. Table 5 depicts the staff recommended building services budget through the end of the contract extension.

Table 5 – Required Building Services Budget (Staff Recommendation)

HR Green Building Services (Inspection/ Plan Check/ Building Official)	\$360,00
HR Green Counter	\$8,700
HR Green Contingency	\$20,000
TOTAL BUILDING SERVICES COST	\$388,700

Amendment of an Existing Professional Services Agreement with HR Green Pacific
March 12, 2019
Page 7

As noted above, the current budget has \$375,000 allocated for building services. With only three months remaining in the current fiscal year, additional costs needed for the remainder of the current fiscal year could be absorbed within the current budget cycle. Staff would address the additional funding needs of approximately \$14,000 per fiscal year in the upcoming budget process.

Impact on City Services

Reducing city inspections to Monday through Thursday would be consistent with the inspection service levels other South County cities provide given the use of alternative work schedules that most cities employ. Contractors have grown accustomed to cities being closed on Friday, or every other Friday, and have adjusted their inspection scheduling accordingly. However, homeowners who may be undertaking “DIY” projects where inspections are required may be relying on the City to offer Friday inspections since residents are taking advantage of their own personal alternate work schedules to be present during inspections.

Should the City Council reject staff’s recommended approach to retain HR Green through August 2020, staff would need to issue an RFP for on-call building services with the goal of having the City Council award a contract by July 1, 2019, while retaining HR Green in the interim.

Procurement Process

The bidding requirements and procedures for contracts for professional services are awarded as set forth in Section 3-08.150 of the LHMC (Procurement Code). While HR Green’s proposal to add fees to the contract would normally be inconsistent with the City’s procurement process, the requirements of the City’s Purchasing Code may be waived per Section 3-08.110, at the discretion of the Purchasing Officer or City Council, when any one or more of listed exceptions apply. It is the recommendation of the Procurement Officer that the City Council find and determine, based on the information set forth in this report, that formal competitive bidding requirements and procedures set forth in LHMC Section 3-08.150 (Professional Services) be waived pursuant to exceptions 3-08.110(I) and (J), with regard to approving the proposed Amendment No. 1, which are as follows:

- I. When an unusual or unique situation exists, in that due to experience, specialized qualifications, particular expertise, performance history, and/or reputation, a particular company, vendor, consultant, or contractor is uniquely*

qualified for a particular task or project, which makes application of the requirements for competitive solicitation under this chapter contrary to either the intended purpose of the project or the public interest;

- J. When, in the opinion of the City Council, it is determined that compliance with the procurement policies, procedures and /or requirements is not in the best interest of the city.*

Staff completed a formal RFP process in 2015 where HR Green was identified as the most qualified firm after completing a successful bid process. Five firms were interviewed back in 2015, and only HR Green had a demonstrated ability to meet the City's needs in regards to providing plan check and inspection/ counter services, fit with City staff, and provide the value-added services staff was seeking such as electronic plan (e-plan) reviews. In 2018 the City implemented e-plans and has the ability to accept, review and process plans electronically for the public and is the only City in south Orange County that maintains this ability for the public. This service could not be possible without the support HR Green provides to the City.

In addition, staff is aware that there is significant competition for qualified inspectors among consultants providing building inspection services. HR Green compensates its building inspectors at higher rates to reduce employee turnover and recruit well-qualified staff to provide services. Most of the HR Green employees that provide services to the City have 25-30 years' experience in the field.

Given the experience of HR Green employees and the unique qualifications HR Green provides to the City, particularly in its ability to accept, review and process building plans electronically, staff believes HR Green is still the most qualified consultant to provide professional on-call building services throughout the proposed two-year Renewal Term.

CEQA FINDINGS:

Environmental review is not required under the Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly.

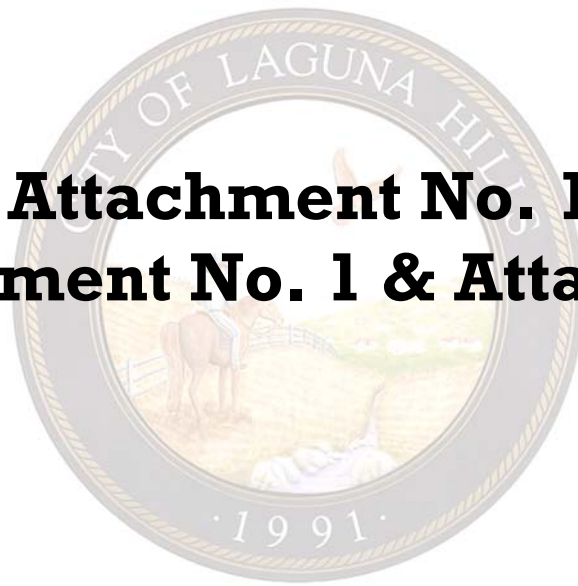
FISCAL IMPACT:

The recommended action would result in an estimated \$14,000 increase in building services for FY19/20. The City would no longer offer building inspection services on Fridays. Staff will need to address the cost increase through the upcoming budget process. Approval of Amendment No. 1 would result in minor cost increases for the remainder of the current FY18/19 budget, which would be absorbed by the Community Development Department budget. Since Amendment No. 1 terminates shortly after the beginning of the FY20/21 budget, the fiscal impact is unknown since the City would need to award a new contract for professional building services. Staff anticipates that a budget amendment would likely be required in FY20/21 to reflect the costs of a new contract after the completion of a public bidding process for professional building services.

ATTACHMENTS:

- Attachment No. 1 - Proposed Amendment No. 1 to Professional Services Agreement
- Attachment No. 2 - Building Services Budget Detail
- Attachment No. 3 – Professional Services Agreement with HR Green California, Inc.
- Attachment No. 4 - Assumption and Assignment Agreement

Attachment No. 1 Amendment No. 1 & Attachment



**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
HR Green Pacific, Inc.**

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS FIRST AMENDMENT to the Professional Services Agreement with HR Green Pacific, Inc., (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 12th day of March 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 HR GREEN PACIFIC, INC., a California Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties."

RECITALS

A. City and HR Green California, Inc., previously entered into a professional services agreement for the provision of certain civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services on an as-needed, on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project"), which was made and entered into on September 8, 2015 (the "Agreement") and which may be duly amended, in writing, from time to time by the Parties. City does not have the personnel, specialized equipment, or technical expertise able to perform the work or services contracted for under the Agreement.

B. On January 23, 2018, the City approved and entered into an Assignment and Assumption Agreement ("Assignment") relating to the 2015 Professional Services Agreement between the City and HR Green California, Inc., ("Agreement"), wherein the City approved and assigned all of the rights, title, interests, liability, burdens, and obligations of HR Green California, Inc., under the Agreement to HR Green Pacific, Inc., upon the effective date of the Assignment.

C. Unless amended by mutual written agreement of the Parties, the three-year "Initial Term" of the Agreement was scheduled to expire on August 31, 2018, by operation of its own terms; however, it has been the intent of the Parties to continue to mutually perform under the Agreement. To date, the Parties have continued to perform under the same terms and conditions of the Agreement since August 31, 2018, while negotiating mutually acceptable terms and conditions for continued performance of the Agreement during the additional two-year "Renewal Term" authorized by Section 3.4 of the Agreement. Sections 2.3 (Changes) and 10.3 (Amendment) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties. Additionally, Section 3.4 (Term) specifically provides that the term of the Agreement may be extended for an additional two years ("Renewal Option").

D. By way of correspondence from Consultant to City, dated July 2, 2018, Consultant has requested that the City extend the term of the Agreement for the authorized additional two-year (2) "Renewal Option" under the same terms and conditions set forth in the Agreement (**Attachment "1"** hereto), but with updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates from those established in Consultant's Proposal/Scope of Work, dated May 25, 2015 (as revised September 2, 2015)), which is set forth in Exhibit "A" to the Agreement.

E. The Parties now desire to enter into this Amendment No. 1 to the Agreement for the purpose of extending the Term ("Initial Term") of the Agreement for an additional two (2) year period ("Renewal Option") in order to provide for continued professional civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services on as as-needed, on-call basis, as defined in the Agreement, under the same terms and conditions set forth in the Agreement, but with updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates from those established in the Agreement throughout the duration of the "Renewal Option" term.

F. The proposed two-year "Renewal Option" term extension approved herein does not create a need to increase the total maximum annual contract amount set forth in Section 2.1 of the Agreement ("Maximum Contract Amount"), which shall remain fixed at \$350,000 annually.

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 as follows:

Unless earlier terminated as provided elsewhere in this Agreement, the Parties hereby agree to renew and extend the Term of the Agreement for an additional two-years, commencing on September 1, 2018 and ending on August 31, 2020, as authorized by the "Renewal Option" set forth in Section 3.4 for the Agreement.

2. Amendment to the Consultant's Schedule of Compensation/Fees Set Forth in Exhibit "A" of the Agreement. Consultant's Schedule of Compensation/Fees, dated September 8, 2015 (as revised September 2, 2015), which is attached as Exhibit "A" to the Agreement, is hereby amended to include Consultant's updated and replaced professional engineering consultant classifications, increased structured fee charges, and increased corresponding professional hourly rates, as set forth in Consultant's July 2, 2018 letter request, which amendments and fee increases shall be effective on March 12, 2019 and shall remain in effect throughout the duration of the additional two-year "Renewal Option" term. A copy of Consultant's July 2, 2018 letter request is attached hereto as **Attachment "1" to this Amendment** and is hereby incorporated by reference and made a part of the Agreement.

3. 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.
4. 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.
5. 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 as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DORE J. 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
HR Green Pacific, Inc., California corporation

Date: _____

By : _____
 George A. Wentz, P.E.
 Vice-President

Date: _____

By : _____
 Name: _____
 Corporate Title: _____

ATTACHMENT "1"

CONSULTANT'S LETTER REQUEST FOR A TWO-YEAR "RENEWAL OPTION"

CONTRACT TERM EXTENSION

AND

UPDATED AND REPLACED PROFESSIONAL ENGINEERING CONSULTANT

CLASSIFICATIONS, INCREASED STRUCTURED FEE CHARGES AND

CORRESPONDING PROFESSIONAL HOURLY RATES

DATED: JULY 2, 2018



▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
Main 855.900.4742 + Fax 855.641.5877

▷ HRGREEN.COM

July 2, 2018

David Chantarangsu

Community Development Director

City of Laguna Hills

Community Development Department

24035 El Toro Rd.

Laguna Hills, Ca 92653

Subject: On-Call Professional Services Agreement

David,

Please accept this letter as our desire to extend our current on-call professional services agreement with the City of Laguna Hills. We enjoy providing Building and Safety services for the citizens of the City and look forward to a long relationship. Per section 2 of the agreement we are proposing to amend HR Green Pacific, Inc.'s compensation terms and conditions as follows:

Contract Amendment:

- The plan review percentage of fee will increase to 75% without using HRG as the staff routing/tracking the plans or 90% if HRG is used to route/track the plan reviews.
- The staffing rates will be increased per the attached rates. (See attached rate schedule)
- The plan review fee for all photovoltaic plan reviews will go back to the original 100% of the fee.

Conditions under the Contract:

- The City should make every effort to encourage the electronic submittal of plan sets for ease of routing.
- All fees assigned to permits will be reviewed by HR Green prior to finalizing any amounts due from an applicant.

Thank you very much for this opportunity to continue our services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Wentz'.

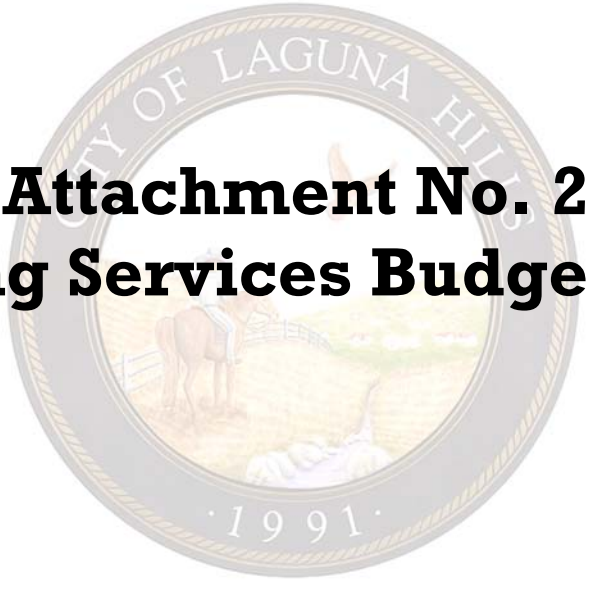
George A. Wentz, PE

Vice-President

Attachment: Attachment No. 1 - Proposed Amendment No. 1 to Professional Services Agreement (1599 : Amendment of an Existing

City of Laguna Hills
Proposed Staffing Rates

Classification	Hourly Rate
Project Manager/Chief Building Official	\$170
Deputy Building Official	\$150
Senior Building Plan Check Engineer	\$145
Senior Building Plan Checker	\$125
Building Plan Checker	\$110
CASp-certified Professional (or per contract amount)	\$140
Senior Building Inspector	\$125
Building Inspector	\$105
Senior Permit Technician	\$80
Code Enforcement Officer	\$90
Administrative Assistant	\$70

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

Attachment No. 2

Building Services Budget Detail

Attachment 2 - Building Services Budget Detail

	FY17-18	FY18-19
HR Green Inspection	\$ 172,000.00	\$ 172,000.00
HR Green Plan Check	\$ 163,000.00	\$ 163,000.00
HR Green Building Counter	\$ 8,700.00	\$ 8,700.00
HR Green Code Enforcement	\$ -	\$ -
HR Green Building Official	\$ 11,500.00	\$ 11,500.00
HR Green Contingency	\$ 20,000.00	\$ 20,000.00
Total Budget	\$ 375,200.00	\$ 375,200.00

The City's amended budget reflects the lump sum figure of \$375,200. The detail reflects staff's cost estimates used to arrive at a budget figure.

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white shirt and hat standing in a field, with a large tree to the right. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top, and "1991" is at the bottom.

Attachment #3

**Professional Services Agreement
with HR Green California. Inc.**

PROFESSIONAL SERVICES AGREEMENT

HR Green California, Inc.

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 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 HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified professional civil engineering firm that specializes in providing civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services to municipalities and to other public agencies on an on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project").

B. Consultant has submitted to City a proposal, dated May 25, 2015 (as revised on September 2, 2015), to provide on-call, as-needed professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting 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, specialized equipment, or 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 to City and perform the professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services for the Project as set forth in the Proposal/Scope of Work, dated May 25, 2015 (as revised on September 2, 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 May 25, 2015 (as revised on September 2, 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, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (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 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 Schedule of Compensation/Fees (as revised on September 2, 2015) (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.

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). 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.

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 three (3) years, commencing on September 8, 2015 and ending on August 31, 2018 ("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 two (2) additional one-year terms ("Renewal Option").

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: **George A. Wentz, P.E., Principal-In-Charge**. 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.

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.

3. 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.

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 reasonable 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 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. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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:

HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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 assigns.

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



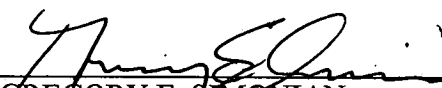
DORE J. GILBERT, M.D.
Mayor

ATTEST:

 (SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

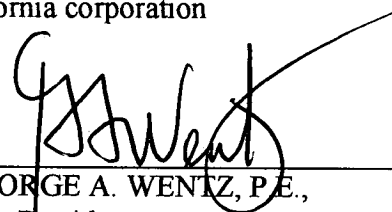
APPROVED AS TO FORM:



GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

HR Green California, Inc.,
a California corporation

By: 

GEORGE A. WENTZ, P.E.,
Vice President

By: _____

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

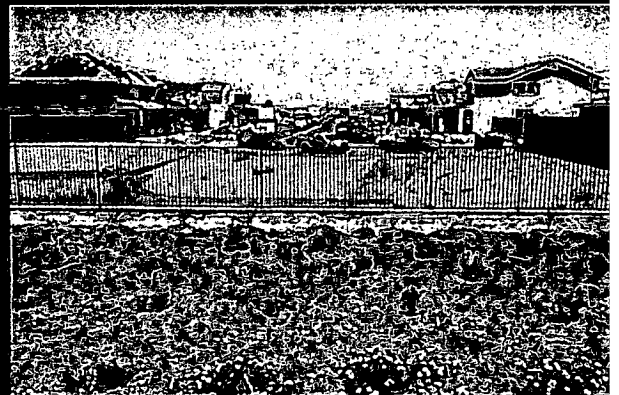
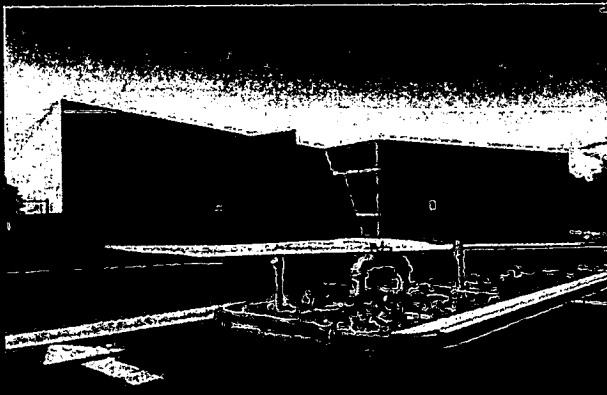
EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



Proposal:

Building Services



May 25, 2015



May 25, 2015

David Chantarangsu, AICP
 Director of Community Development
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, California 92653



Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, **HR Green California, Inc. (HR Green)** is poised to assign highly experienced, local staff with a successful track record of providing **highly responsive, well-planned, and quality** services in the **most cost-effective manner possible** to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. **The following are some key questions that should be asked:**

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify **better ways of doing things**.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Phone: 714.287.2275 Fax: 714.333.1886
 1100 Town & Country Road, Suite 1025
 Orange, CA 92868
 E-Mail: gwentz@hrgreen.com

David Chantarangsu, AICP - Director of Community Development
 City of Laguna Hills
 May 25, 2015
 Page 2 of 2

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO – Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in **transition services** of Building and Public Works Departments in California. Most recently, we helped the **City of Jurupa Valley** transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past three years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections**; realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

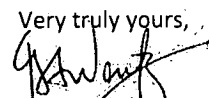
Very truly yours,

 George A. Wentz, PE
 Principal-in-Charge





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General Information

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years **HR Green, Inc.** (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CASp) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CASp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.

City of Laguna Hills
Building Services



General Information

A cornerstone of our expertise is the provision of **as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies**. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a **strong and vibrant financial condition**. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - California (1)
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB+ Associates TRB + Associates, Inc. - Subconsultant

TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is **certified as a micro small business**. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. **Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000+ documents using a web-based system.** HR Green has had a working relationship with TRB for four years.



City of Laguna Hills
Building Services

General Information



Client References / Related Experience

A Track Record of Excellence

 HRGreen Services (Provided by HR Green Staff)	Representative Agencies																			
	County of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Alhambra	City of Palos Verdes Estates	City of Duran Valley	City of Corona	City of Murietta	County of Los Angeles	City of La Puente	City of Claremont	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Code Compliance		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓			✓	✓		✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	

Building Plan Review and Inspection

County of Orange

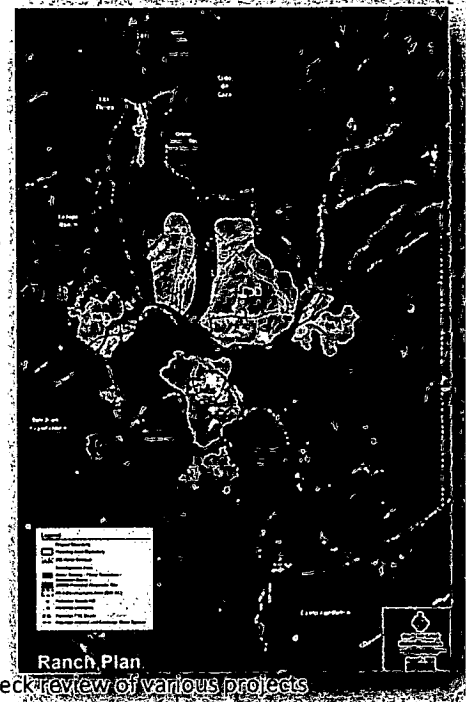
Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services

- | | |
|-------------------------------|-------------------------------------|
| ✓ Architectural Plan Review | ✓ MEP Plan Review |
| ✓ Title 24 Energy Plan Review | ✓ Civil Engineering Plan Review |
| ✓ NDPES Compliance Review | ✓ Disabled Access Compliance Review |
| ✓ Green Building Plan Review | ✓ Building Inspection |

- HR Green currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- HR Green staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting



City of Laguna Hills
Building Services



General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

HR Green Services

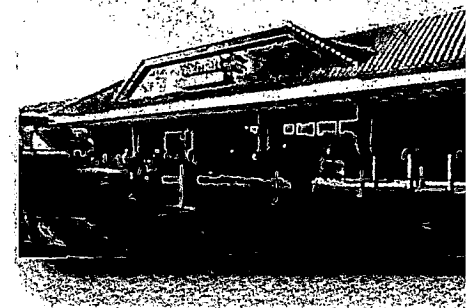
✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection
✓ Code Enforcement	✓ Permit Counter Support
✓ Building Official	✓ City Engineering
✓ CIP Administration	✓ Civil Engineering
✓ GIS	✓ Construction Management
✓ Traffic Engineering	✓ Value Engineering
✓ Grant Funding/Administration	✓ Public Works Maintenance
✓ Infrastructure Inspection	✓ City Management

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation **HR Green** provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston

Former Mayor (current Council Member)
City of Jurupa Valley



City of Laguna Hills
Building Services

General Information



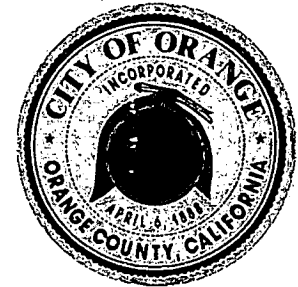
- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquires and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB,
CASp, CBO; Lonnie Partch



HR Green Services

- | | |
|----------------------------------|----------------------------------|
| ✓ Building Plan Review Oversight | ✓ Chief Building Official |
| ✓ Building Inspection/Oversight | ✓ Code Compliance |
| ✓ Permit Counter Oversight | ✓ Organizational Recommendations |
| ✓ Standards & Procedures | ✓ Reports and Studies |
| ✓ Code Interpretation | ✓ Permit Database Development |

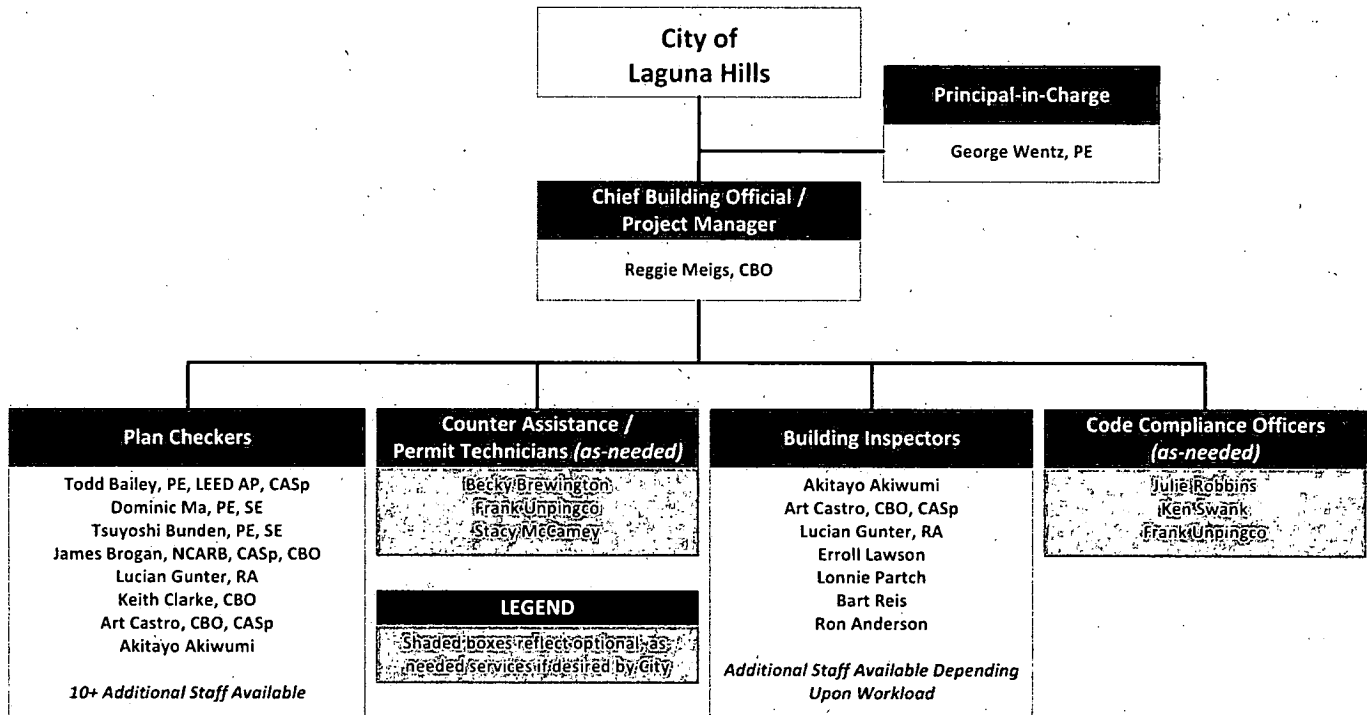
- HR Green provides interim Building Official and code interpretation services through the assignment of Reggie Meigs, CBO
- Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
- Supervised and trained persons assigned to the building division
- Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
- Generated monthly performance and progress report for Building Safety Division
- Assisted in the development of a custom permit tracking program that saved the City money
- HR Green staff inspected residential and commercial buildings for compliance to approved plans and codes

City of Laguna Hills
Building Services

General Information



Proposed Team Organization Chart



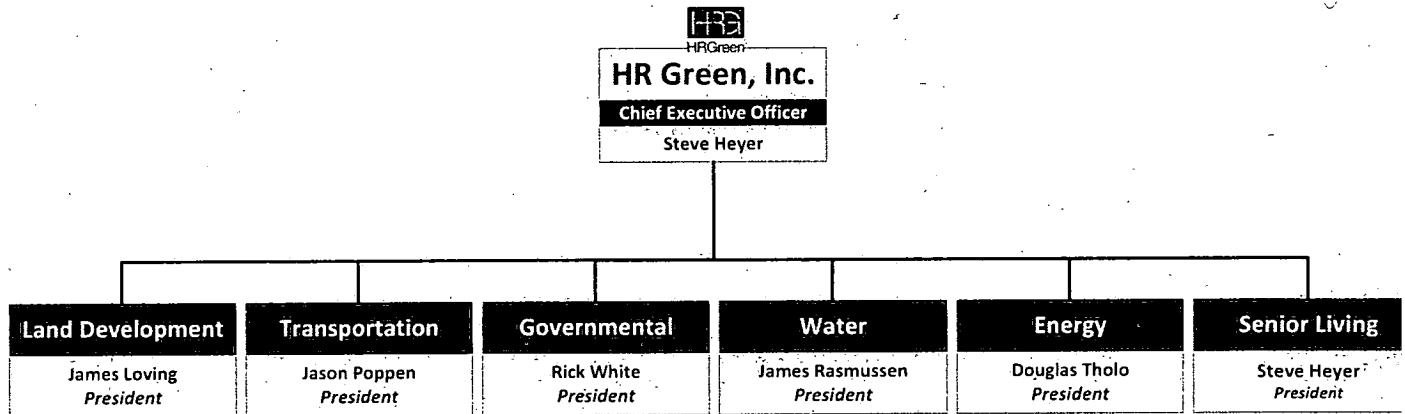
Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

City of Laguna Hills
Building Services

General Information



Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



Qualifications of Proposed Staff

HR Green is proposing a full range of multi-faceted staff members. Our **contract-specific organization chart** is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed. Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB

- ✓ **40+ Years Municipal Building and Safety Experience**
- ✓ **Achieved 98% Track Record Completing Plan Reviews within Schedule, 100% Track Record Completing Next Working Day Building Inspections, and 90% Cost Recovery On Code Enforcement**
- ✓ **Served on Multiple CALBO Committees**
- ✓ **Proficient in using Various Database Systems**

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

George Wentz, PE
Principal-in-Charge

Education / Registration

Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 40+ Years Municipal Services Management
- ✓ Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities
- ✓ Transition Services, 7 Agencies
- ✓ Principal, 30+ Building & Safety, Public Works, and Engineering Contracts

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.



Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including **Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA.** These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CASp *Building Plan Reviewer*

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASp-229)

- ✓ 20 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Code Enforcement, Inspection Oversight, Permit Counter, and Engineering Expertise
- ✓ Building Plan Review, 30+ Agencies
- ✓ Helped Develop Award-Winning Electronic Plan Review Solutions

Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. **Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.**

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Dominic Ma, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Extensive Experience Reviewing Tenant Improvements

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified

- ✓ 25+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Expert Witness to California State Board of Registration

Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister, CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO **Building Plan Reviewer**

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness

- ✓ **35+ Years Municipal Building and Safety Experience**
- ✓ **Building Official, Plan Check, ADA, and Expert Witness Expertise**
- ✓ **Code Consultant to Southern California Cities**

Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lucian Gunter, RA

Building Plan Reviewer/Inspector

Education / Registration

Bachelor of Architecture

Registered Architect, CA #22358

- ✓ 29 Years Municipal Building and Safety Experience
- ✓ Municipal and University Building Plan Review Expertise

Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Keith Clarke, CBO **Building Plan Reviewer**

Education / Certification

College Coursework
ICBO Certified Building Inspector #10335
ICBO Certified Combination Inspector #11934
ICBO Certified Accessibility Inspector #67514
ICBO Certified Spray Applied Fire Proofing Inspector #76423
AAE Certified Code Enforcement Officer #86534
AAE Certified Housing Enforcement Officer #81040
AAE Certified Zoning Enforcement Officer #78952
IFCI Certified Uniform Fire Code Inspector #60223
IFCI Certified Company Officer Fire Code Inspector # 0126960-69
Orange County Certified Reinforced Concrete Inspector #410
Orange Count Certified Masonry Inspector #410
CABO Certified Building Official #824
National Academy of Code Administration, Certified Professional Code Administrator
State Fire Marshal, Certified Fire Prevention Officer I
ICS 100 Disaster Preparedness
ICS 200 Disaster Preparedness
ICS 300 Disaster Preparedness
ICS 700 Disaster Preparedness
Licensed General Contractor #731001

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Recipient of Various Building Safety Awards

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costs Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter
Building Official of the Year, Citrus Belt Chapter
Lifetime Achievement Award, Citrus Belt Chapter
Building Department of the Year, Citrus Belt Chapter
CALBO (California Building Officials) Building Department of the Year
CALBO, Building Official of the Year
CALBO, Hall of Fame Award

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644
Residential Energy Plans Examiner #08-06-1B63
California Access Specialist Program, CASp #330

- ✓ Nearly 30 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, ADA Compliance, and Inspection Expertise
- ✓ Multi-Faceted Services to Cities and Counties Throughout California

Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square feet historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check and Inspection Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park

City of Laguna Hills
Building Services



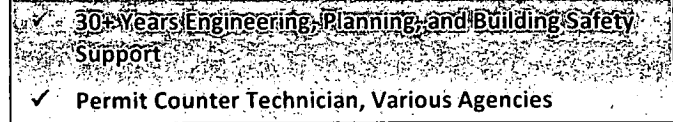
Qualifications of Proposed Staff

Becky Brewington

Permit Technician

Education

College courses in environmental planning



Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Frank Unpingco

**Permit Technician/Code Compliance
Officer**

Education / Certification

Bachelor of Arts, Corrections
PC-832 Certification

- ✓ 15+ Years Code Enforcement and Construction Experience
- ✓ On-Site Permitting and Code Enforcement Assignments with Cities

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Stacy McCamey **Permit Technician**

Education

Proficiency in Microsoft Suite of Applications and
County of Orange APPS System

- ✓ **5 On-Site Administration Assignments Past 8 Years**
- ✓ **Extensive Support of Orange County and Local Cities**
- ✓ **Administration Support for Infrastructure and Building Projects Through Project Lifecycle**

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

City of Laguna Hills
Building Services

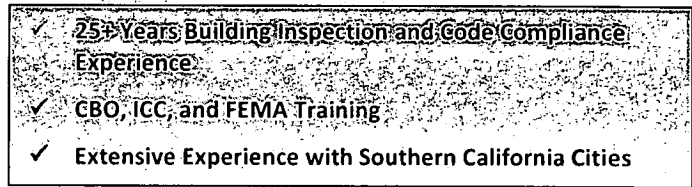


Qualifications of Proposed Staff

Erroll Lawson **Building Inspector**

Education / Certification

California Building Official (CBO) Training
International Code Council (ICC) Seminars
FEMA certification from the Emergency Management Institution ICS-300
State of California OSHA Safety



Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations. Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lonnie Partch **Building Inspector**

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ **27 Years Municipal Building and Safety Experience**
- ✓ **ICC-Certified Inspector**
- ✓ **Extensive Experience Throughout Orange County**

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Bart Reis

Building Inspector

Education / Certification

College Coursework
ICC-Certified Residential Building Inspector
B-1 General Contractor License
Rough Framing Certification

✓ 30+ Years Building Inspection and Construction Management Experience
✓ ICC-Certified Inspector

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Ron Anderson **Building Inspector**

Education / Certification

College Coursework
ICC Certified Building Inspector #0879433
ICC Certified Building Plans Examiner
ICC Certified Electrical Inspector
ICC Certified Mechanical Inspector
ICC Certified Plumbing Inspector

✓ **15+ Years Municipal Building and Safety Experience**
✓ **Building Plan Check, Inspection, Permitting, and Counter Support Expertise**
✓ **Services to Cities and Counties Throughout California**

Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework
Certified in Peace Officer Standard
and Training, PC 832, Modules I, II, and III

- ✓ 25+ Years Code Compliance Experience
- ✓ Code Compliance 10+ Agencies
- ✓ Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field Inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the **Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.**



Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification

- ✓ 40+ Years Law Enforcement Experience
- ✓ Code Compliance Officer, Various Cities
- ✓ Extensive Community Engagement and Committee Involvement Related to Youth, Domestic Violence, and Law Enforcement Issues

Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relations officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or **ICC and CASp-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Bilingual **Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ ICC-certified **Building Inspectors** and Peace Officer-certified **Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.





Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of **HR Green's Alternative Service Delivery** philosophy is find **multi-faceted staff** who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is **responsive to your needs, will remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments.** For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].





Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

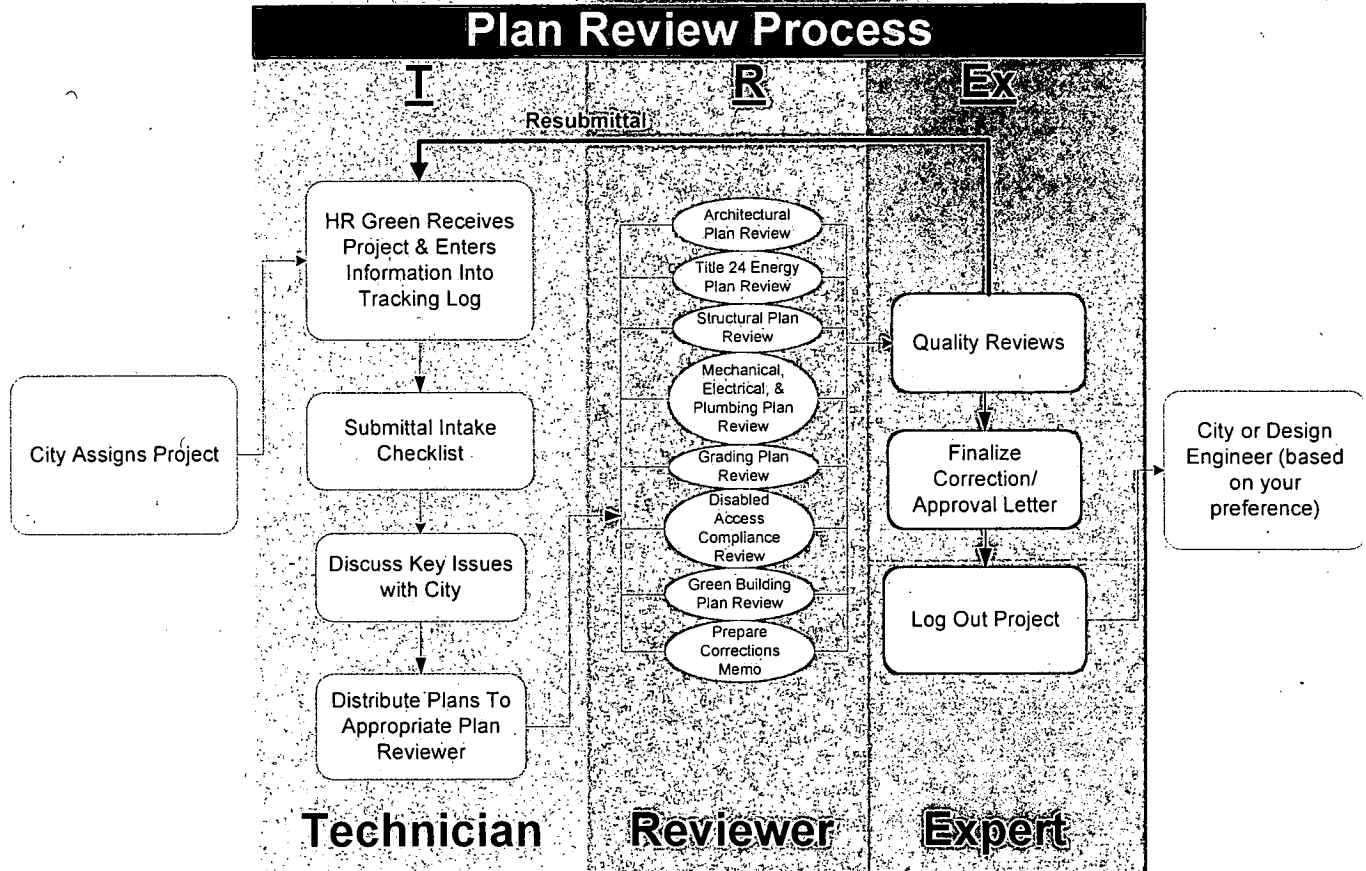
HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is **proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.**

The plan check process we will follow will be managed through our "**GreenTReX**" plan review and processing program, a formalized and integrated process whereby **T**echnician, **R**eview, and **E**xpert management/quality control functions are consistently implemented on each and every project. **HR Green** has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)



Understanding of City's Needs and Approach

Green TREX



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as-needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days

City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

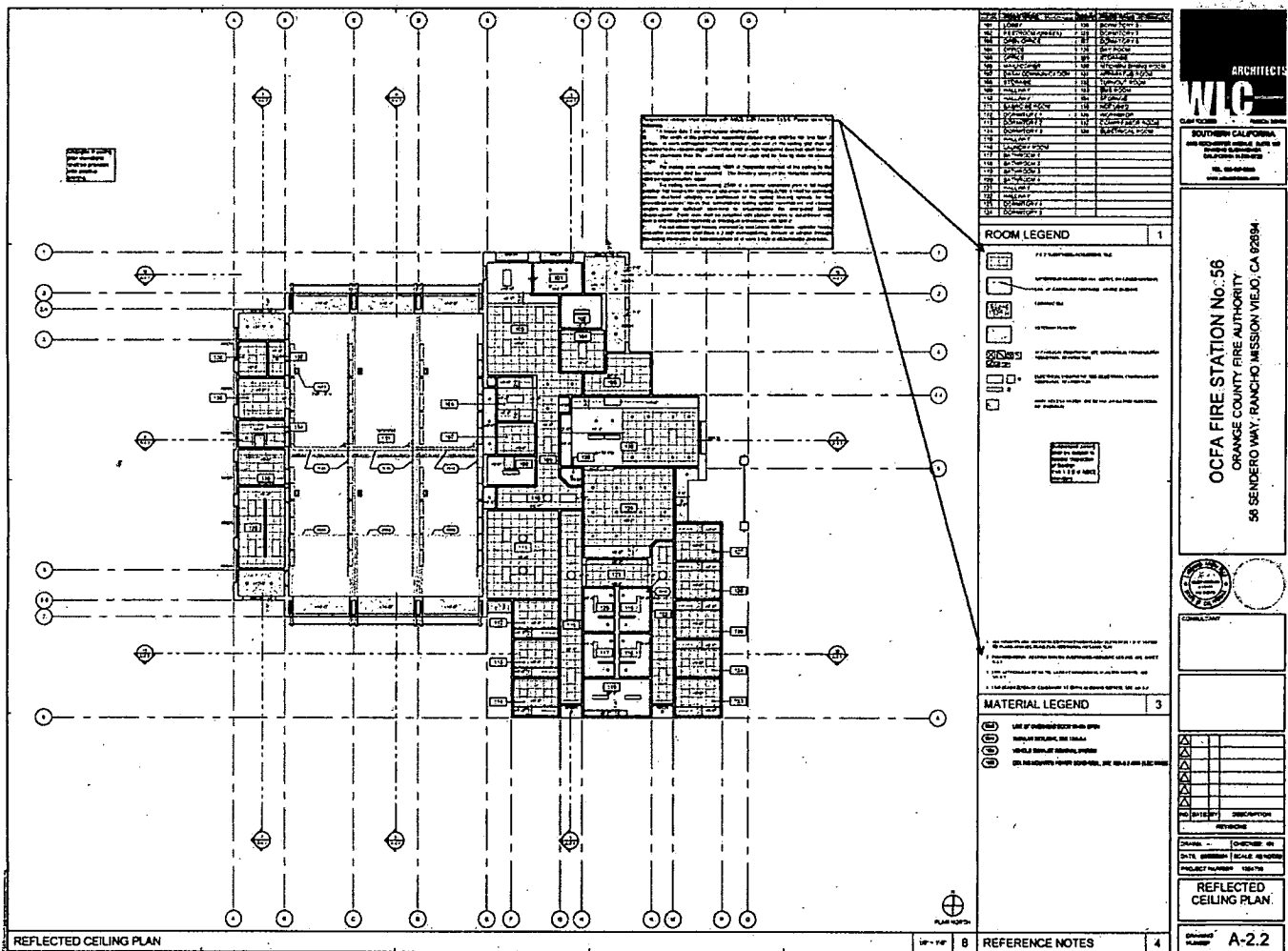
**Building & Safety Plan Check Notes:

1. OTC = Over the Counter
2. Small additions or remodels can be done over the counter or within three (3) working days depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo OCFA Fire Station





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

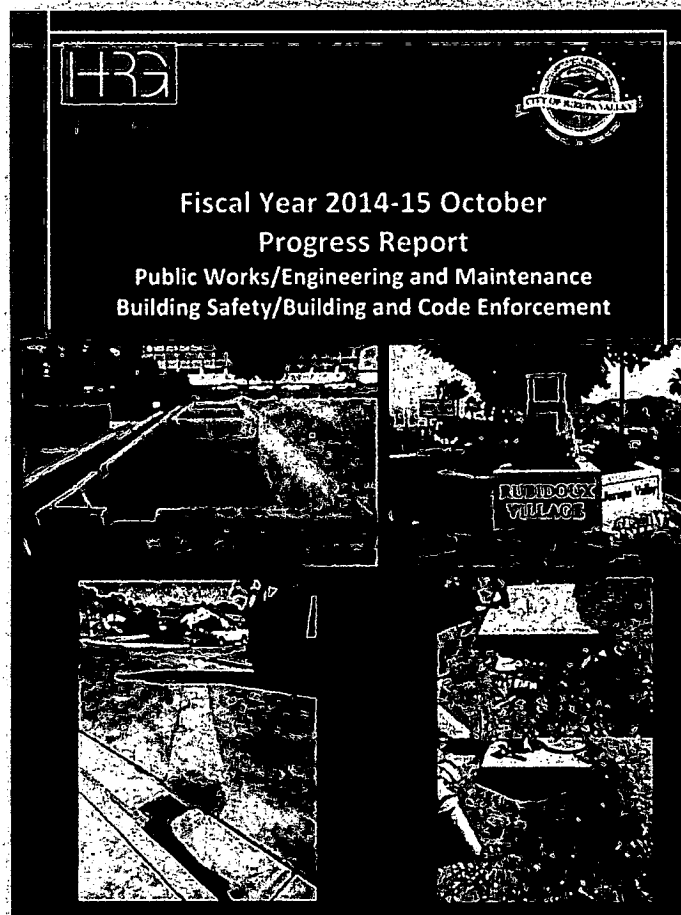
We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

Our Building Official will prepare staff reports for department heads, city council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meetings with the designated City representative. In addition, we will provide monthly invoicing with detail in the format desired by the City. Below are sample pages from a recent monthly progress report we provided to the Jurupa Valley City Council.



Fiscal Year 2014-15 October Progress Report

Public Works/Engineering and Maintenance
Building Safety/Building and Code Enforcement

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City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

Building & Safety Department Building Division

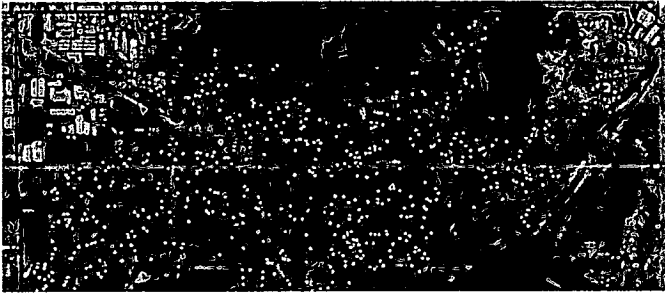
Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for rechecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 99% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

Before



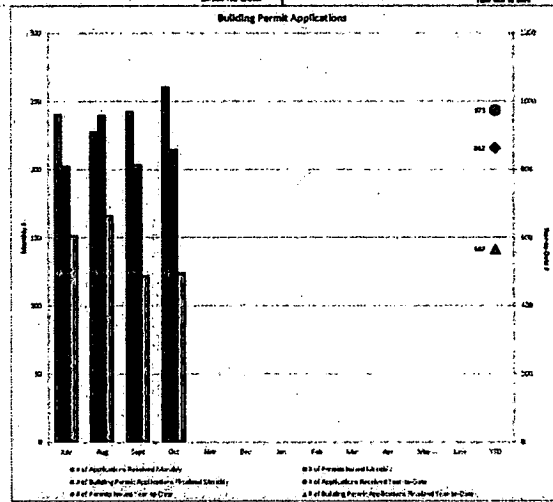
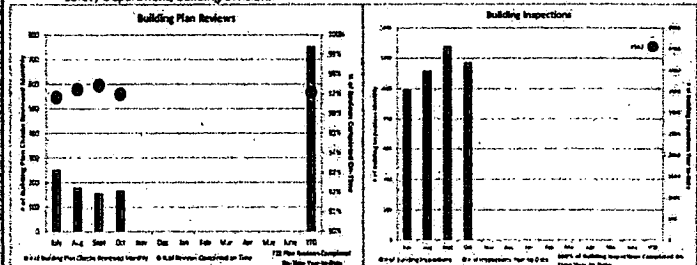
After
(repaired)



Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before

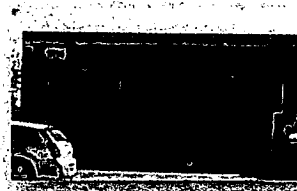


After
(removed)



Illegal Medical Marijuana Dispensary

Before



After
(vacated)





Understanding of City's Needs and Approach

Building & Safety Department

Code Enforcement Division

Code Inspection Locations Since July 1, 2014

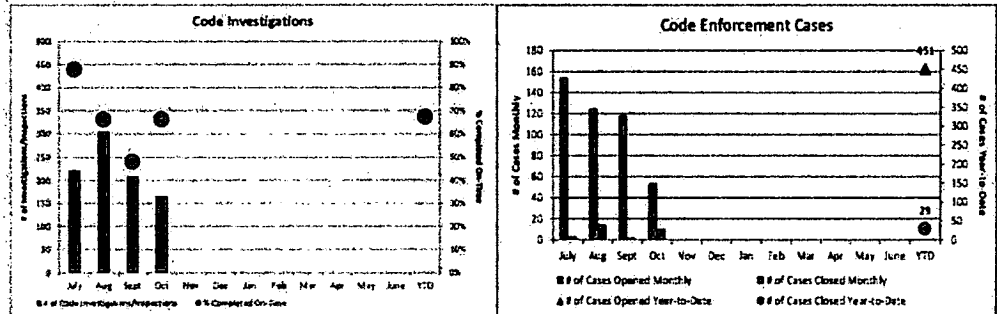


Building & Safety Department

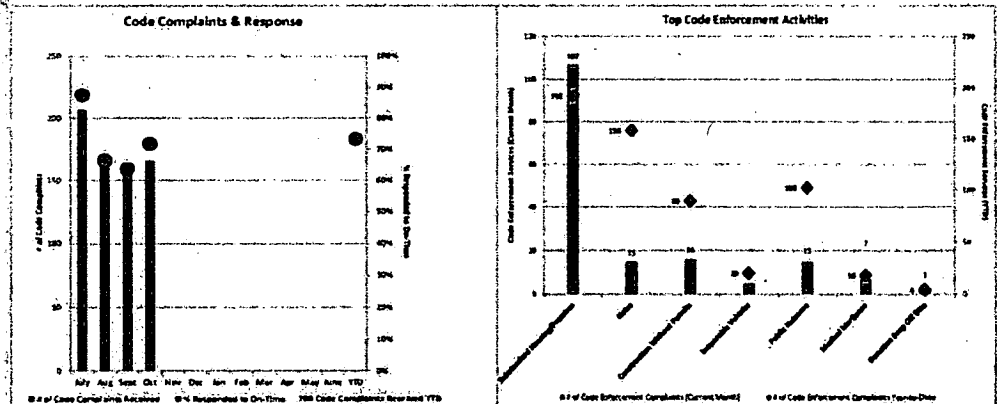
Code Enforcement Division

Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.



City of Jurupa Valley: Fiscal Year 2014-15, October





Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our **Building Safety** and **Alternative Service Delivery** expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, **Reggie Meigs, CBO**, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTREx™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)



Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and policies adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CASp-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.



Description of Proposed Services

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

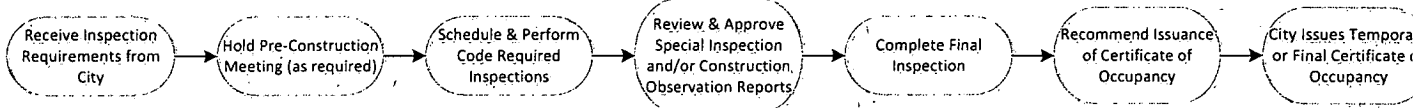
- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request

City of Laguna Hills
Building Services



Proof of Authority

Since HR Green is a corporation, we have included formal proof of the authority of the officer, George A. Wentz, PE, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hoepfner Dave Raby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Janes Jim Halverson Andrew Marsh Akram Chaudhry

Attachment: Attachment No. 3 - Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

City of Laguna Hills
Building Services

Proof of Authority



Dave Moermond
Steve Sparks

Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/ Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

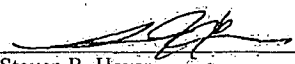
George A. Wentz

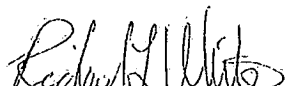
GENERAL EMPOWERING RESOLUTIONS

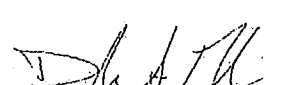
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo

City of Laguna Hills
Building Services



Appendix – Exhibit A

CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

None

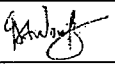
I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 25th day of May, 2015, at Orange

 , California.

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

City of Laguna Hills
Building Services

Appendix – Exhibit A



CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

None

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

Signed this 25th day of May, 2015, at San Ramon
, California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: 

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

City of Laguna Hills
Building Services

Appendix – Exhibit A

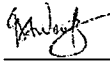


CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of HR Green California, Inc.
(Consultant) 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: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

City of Laguna Hills
Building Services

Appendix – Exhibit A

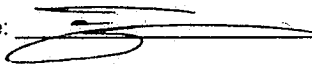


CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of TRB + Associates, Inc.
(Consultant) 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: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: 

Date: May 25, 2015

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



HRGreen.com

Phone 714.287.2275

Email gwentz@hrgreen.com

1100 Town & Country Road, Suite 1025

Orange, California 92868



September 2, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'G. Wentz'.

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

1100 Town & Country Road, Suite 1025
Orange, CA 92868
Phone: 714.287.2275
E-Mail: gwentz@hrgreen.com

City of Laguna Hills
Building Services



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.

City of Laguna Hills
Building Services



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent (Unless otherwise negotiated with the City) for items such as:

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.



CITY OF LAGUNA HILLS

City Clerk

September 14, 2015

HR Green California, Inc.
Attn: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, CA 92868

Re: Professional Services Agreement for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services

Dear Mr. Wentz:

The City Council of the City of Laguna Hills at its regular meeting held on September 08, 2015, approved the Professional Services Agreement for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services.

Enclosed please find your copy of the executed Agreement.

The Agreement requires the following insurance coverage:

Automobile Liability Insurance	\$1,000,000
General Liability Insurance	\$2,000,000
Workers' Compensation Insurance	\$1,000,000
Professional Liability (Errors & Omissions) Ins.	\$2,000,000

Please note the following:

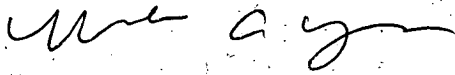
- For Automobile Liability and General Liability Insurance, the City, its officials, agents, and employees shall be named as additional insured, and an endorsement must be attached to the Certificate.
- Insurance providers must be in good standing with the State of California and have a current A.M. Best rating of no less than A-VII. A Waiver of Subrogation is required for Workers' Compensation Insurance.
- The City must receive 30 days cancellation notice, even for non-payment.

Please forward the required proof of insurance to this office as soon as possible.

September 14, 2015
Engineering & Building Consultant Agreement
Page 2

Thank you for your cooperation. If I can be of further assistance, do not hesitate to call me at (949) 707-2635.

Sincerely,



MELISSA AU-YEUNG
Assistant to the City Manager/City Clerk

Enclosures

cc: Community Development Director
Public Services Director/City Engineer

0400-10/CtyClerk/Agendas/150908 Let Engineering & Building Consultant Agreement

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: SEPTEMBER 8, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR

ISSUE: AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING SERVICES TO HR GREEN CALIFORNIA, INC.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BUILDING SERVICES TO HR GREEN CALIFORNIA, INC. (HR GREEN) AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

SUMMARY:

The City uses third party consultants on an on-call, as-needed services basis in providing building inspection and plan check services to the community. The City's agreement with its current on-call building services provider expires in mid-September and staff is recommending that the firm of HR Green be selected as the next firm to provide the City with on-call building services. Staff notes HR Green is one of four firms currently providing on-call civil engineering services to the City as well. HR Green was selected over other similarly qualified firms for being able to add enhancements to the City's building inspection and plan check services such as same-day inspection requests, electronic plan review, more responsive plan check times, and firm expertise. These services would be used by the City on an on-call, as-needed basis.

BACKGROUND:

Staff issued a Request for Proposal from qualified building and safety service firms requesting the services of a part-time building official, plan check services, and back-up inspection and counter services, as needed. Five firms responded and were interviewed by staff. Based upon staff's evaluation of the firms' experience, demonstrated ability to meet the City's needs in regards to performing the plan check and inspection/counter services, fit with City staff, and the firm's ability to provide value-added services to the City's current inspection and plan check process, staff is recommending the firm of HR Green. The complete Description/Scope of Services is detailed on Pages 31-44 of the

Professional Services Agreement - HR Green
September 8, 2015
Page 2

HR Green Proposal, which is located in Exhibit A of the proposed Professional Services Agreement (Agreement). (See **Attachment 1.**)

The Agreement includes a cost proposal wherein HR Green provides a tiered fee structure in providing plan checking services and separate hourly rates for the Building Official, Building Inspector, Counter Technician, and other relevant staff that may be called upon to assist existing Building Division staff on an as-needed basis. HR Green's proposal indicates that compensation will be 65% when plan check fees collected are less than \$100,000 in a given month and 60% when plan check fees exceed \$100,000. While plan check fees do not typically reach that level in a given month, the Five Lagunas project could result in plan check fees that exceed HR Green's second tier throughout the construction of the project. Currently, the existing Building Services consultant, CAA, retains 65% of the Plan Check fees. However, CAA proposed to increase fees to 70%. Other firms interviewed proposed services for 60%-65% of plan check fees.

In addition, HR Green has committed to implementing a number of "value-added" services including electronic plan check review (paperless plan checking), "over-the-counter" (OTC) consultations with applicants at no charge, OTC plan checking where possible, and an overall reduction in plan check times. HR Green has also committed to other process improvements that will allow in-house staff to be more efficient.

HR Green proposes a plan check fee structure that could be lower than other firms when the second tier fee level is reached. HR Green hourly rates are also competitive in certain positions but not in others such as the area of inspection. Currently, building inspection providers are competing for qualified inspectors, which is resulting in higher compensation costs in the industry. HR Green contends that its inspectors are compensated at higher rates to reduce employee turnover and to recruit well-qualified staff to provide services. Almost all of the personnel designated to provide services in building plan review and inspection have 25-30 years of experience in the field.

In staff's view, HR Green has provided additional services that other firms were unable to match in terms of plan check turnaround, customer fulfillment, and other value-added services such as electronic plan review. These services will significantly improve the City's ability to implement the City's building plan check function through shortened plan review times and allow staff to become more efficient in assisting residents and builders.

FISCAL IMPACT:

The Community Development Department budget includes \$340,000 for consultant services for each of the 2015/2016 and 2016/2017 Fiscal Years. This cost is offset by building plan check and permit fees collected in the building permit process.

Professional Services Agreement - HR Green
September 8, 2015
Page 3

CEQA FINDINGS:

This activity is not a project as defined by CEQA because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment 1 – Professional Services Agreement with Scope of Work

PROFESSIONAL SERVICES AGREEMENT

HR Green California, Inc.

*On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 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 HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified professional civil engineering firm that specializes in providing civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services to municipalities and to other public agencies on an on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project").

B. Consultant has submitted to City a proposal, dated May 25, 2015 (as revised on September 2, 2015), to provide on-call, as-needed professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting 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, specialized equipment, or 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 to City and perform the professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services for the Project as set forth in the Proposal/Scope of Work, dated May 25, 2015 (as revised on September 2, 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 May 25, 2015 (as revised on September 2, 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, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (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 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 Schedule of Compensation/Fees (as revised on September 2, 2015) (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 as 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.

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). 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.

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 three (3) years, commencing on September 8, 2015 and ending on August 31, 2018 ("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 two (2) additional one-year terms ("Renewal Option").

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: **George A. Wentz, P.E., Principal-In-Charge**. 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.

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.

3. 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.

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 reasonable 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 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. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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:

HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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 J. GILBERT, M.D.
 Mayor

ATTEST:

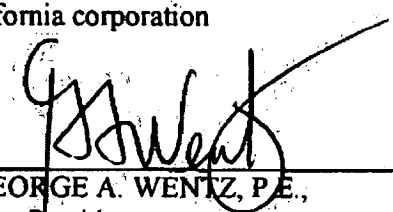
(SEAL)

 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
HR Green California, Inc.,
 a California corporation

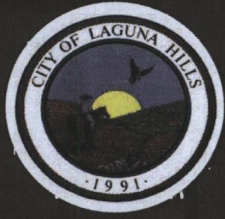
By: 

 GEORGE A. WENTZ, P.E.,
 Vice President

By: _____

EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



Proposal:

Building Services



May 25, 2015

As Amended on September 2, 2015



May 25, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653



Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, **HR Green California, Inc. (HR Green)** is poised to assign highly experienced, local staff with a successful track record of providing **highly responsive, well-planned, and quality** services in the **most cost-effective manner possible** to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. **The following are some key questions that should be asked:**

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify **better ways of doing things**.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Phone: 714.287.2275 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025

Orange, CA 92868

E-Mail: gwentz@hrgreen.com

Packet Pg. 221

David Chantarangsu, AICP - Director of Community Development
 City of Laguna Hills
 May 25, 2015
 Page 2 of 2

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO – Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in **transition services** of Building and Public Works Departments in California. Most recently, we helped the **City of Jurupa Valley** transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past three years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections**; realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

Very truly yours,

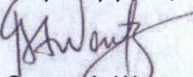

 George A. Wentz, PE
 Principal-in-Charge



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General Information

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years **HR Green, Inc.** (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CASP) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CASp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

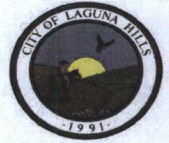
- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.

City of Laguna Hills
Building Services



General Information

A cornerstone of our expertise is the provision of **as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies**. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a **strong and vibrant financial condition**. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - **California (1)**
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB+ Associates TRB + Associates, Inc. - Subconsultant

TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is **certified as a micro small business**. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. **Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.** HR Green has had a working relationship with TRB for four years.



General Information**Client References / Related Experience*****A Track Record of Excellence***

 HRGreen Services (Provided by HR Green Staff)	Representative Agencies																			
	County of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Los Alamitos	City of Palos Verdes Estates	City of Jurupa Valley	City of Corona	City of Murrieta	County of Los Angeles	City of La Puente	City of Claremont	City of Paramount	City of Manhattan Beach	City of Riverside	City of Lawndale
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓											
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓			✓	
Code Compliance		✓	✓	✓		✓	✓	✓	✓	✓	✓	✓			✓	✓		✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓		✓	✓	✓		✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓		✓	

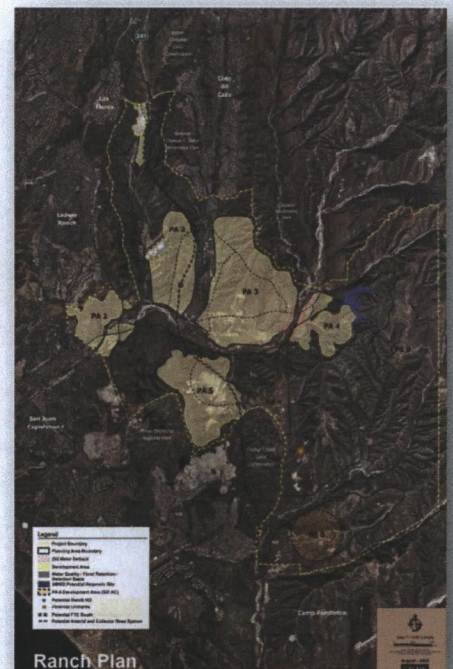
Building Plan Review and Inspection
County of Orange

Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services	
✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPES Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection

- **HR Green** currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- **HR Green** staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting



City of Laguna Hills
Building Services



General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

HR Green Services

✓ Architectural Plan Review	✓ MEP Plan Review
✓ Title 24 Energy Plan Review	✓ Civil Engineering Plan Review
✓ NDPEs Compliance Review	✓ Disabled Access Compliance Review
✓ Green Building Plan Review	✓ Building Inspection
✓ Code Enforcement	✓ Permit Counter Support
✓ Building Official	✓ City Engineering
✓ CIP Administration	✓ Civil Engineering
✓ GIS	✓ Construction Management
✓ Traffic Engineering	✓ Value Engineering
✓ Grant Funding/Administration	✓ Public Works Maintenance
✓ Infrastructure Inspection	✓ City Management

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation **HR Green** provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually: 100% on-time review)
- Review 150+ new planning projects annually

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston

Former Mayor (current Council Member)
City of Jurupa Valley



City of Laguna Hills
Building Services



General Information

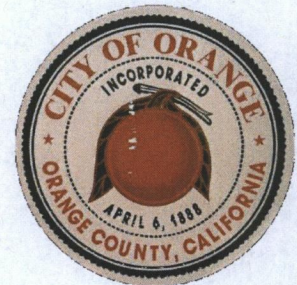
- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquiries and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB, CASp, CBO; Lonnie Partch



HR Green Services

✓ Building Plan Review Oversight	✓ Chief Building Official
✓ Building Inspection/Oversight	✓ Code Compliance
✓ Permit Counter Oversight	✓ Organizational Recommendations
✓ Standards & Procedures	✓ Reports and Studies
✓ Code Interpretation	✓ Permit Database Development

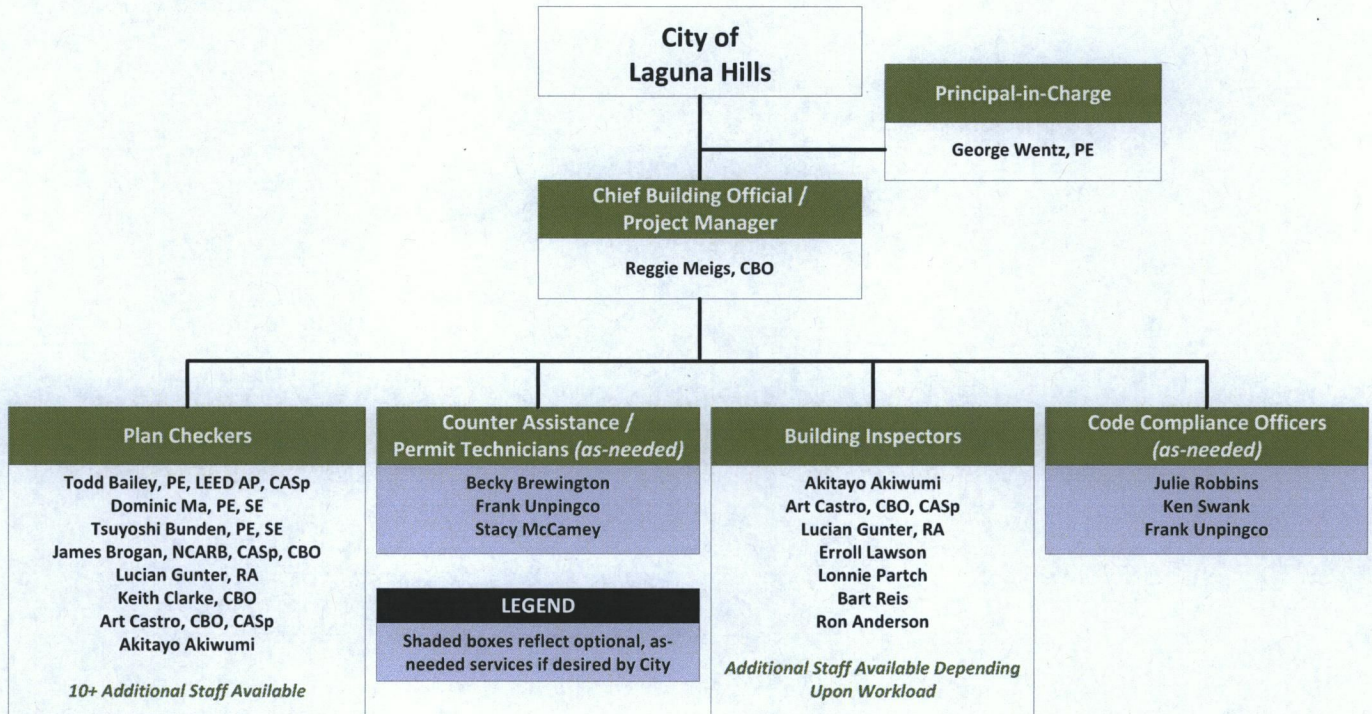
- **HR Green** provides interim Building Official and code interpretation services through the assignment of **Reggie Meigs, CBO**
- Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
- Supervised and trained persons assigned to the building division
- Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
- Generated monthly performance and progress report for Building Safety Division
- Assisted in the development of a custom permit tracking program that saved the City money
- **HR Green** staff inspected residential and commercial buildings for compliance to approved plans and codes

City of Laguna Hills
Building Services

General Information



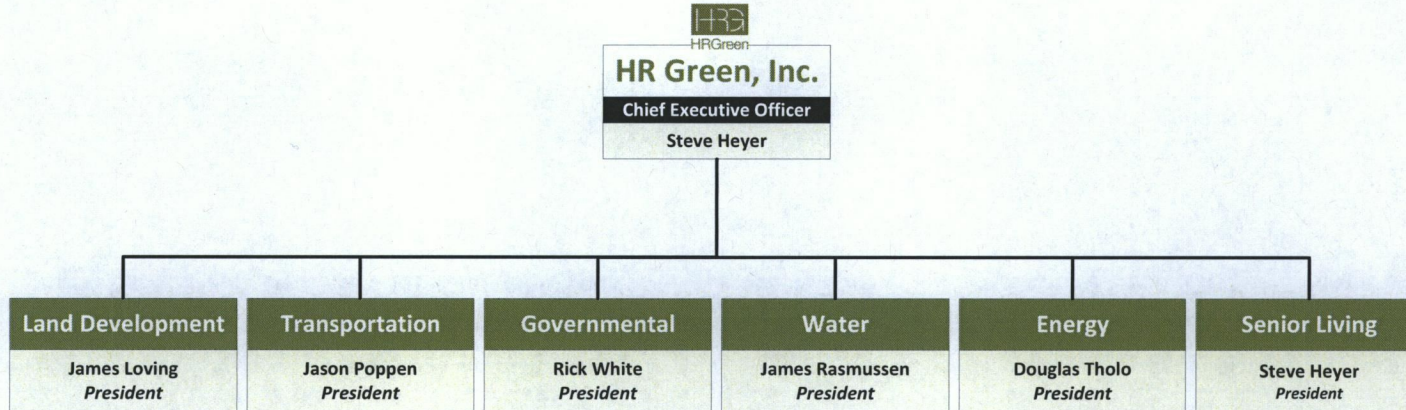
Proposed Team Organization Chart



General Information



Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24



Qualifications of Proposed Staff

HR Green is proposing a full range of multi-faceted staff members. Our **contract-specific organization chart** is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed.

Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB

- ✓ 40+ Years Municipal Building and Safety Experience
- ✓ Achieved 98% Track Record Completing Plan Reviews within Schedule, 100% Track Record Completing Next Working Day Building Inspections, and 90% Cost Recovery On Code Enforcement
- ✓ Served on Multiple CALBO Committees
- ✓ Proficient in using Various Database Systems

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

George Wentz, PE **Principal-in-Charge**

Education / Registration

Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 40+ Years Municipal Services Management
- ✓ Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities
- ✓ Transition Services, 7 Agencies
- ✓ Principal, 30+ Building & Safety, Public Works, and Engineering Contracts

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.



Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including **Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA.** These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CAsp Building Plan Reviewer

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CAsp-229)

- ✓ 20 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Code Enforcement, Inspection Oversight, Permit Counter, and Engineering Expertise
- ✓ Building Plan Review, 30+ Agencies
- ✓ Helped Develop Award-Winning Electronic Plan Review Solutions

Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. **Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.**

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.



Qualifications of Proposed Staff

Dominic Ma, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Extensive Experience Reviewing Tenant Improvements

Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square feet structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE

Building Plan Reviewer

Education / Registration / Certification

Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified

- ✓ 25+ Years Municipal Building and Safety Experience
- ✓ Structural Review Expertise
- ✓ Expert Witness to California State Board of Registration

Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO

Building Plan Reviewer

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness

- ✓ 35+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, ADA, and Expert Witness Expertise
- ✓ Code Consultant to Southern California Cities

Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lucian Gunter, RA

Building Plan Reviewer/Inspector

Education / Registration

Bachelor of Architecture

Registered Architect, CA #22358

- ✓ 29 Years Municipal Building and Safety Experience
- ✓ Municipal and University Building Plan Review Expertise

Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Keith Clarke, CBO ***Building Plan Reviewer***

Education / Certification

College Coursework
ICBO Certified Building Inspector #10335
ICBO Certified Combination Inspector #11934
ICBO Certified Accessibility Inspector #67514
ICBO Certified Spray Applied Fire Proofing Inspector #76423
AACE Certified Code Enforcement Officer #86534
AACE Certified Housing Enforcement Officer #81040
AACE Certified Zoning Enforcement Officer #78952
IFCI Certified Uniform Fire Code Inspector #60223
IFCI Certified Company Officer Fire Code Inspector # 0126960-69
Orange County Certified Reinforced Concrete Inspector #410
Orange Count Certified Masonry Inspector #410
CABO Certified Building Official #824
National Academy of Code Administration, Certified Professional Code Administrator
State Fire Marshal, Certified Fire Prevention Officer I
ICS 100 Disaster Preparedness
ICS 200 Disaster Preparedness
ICS 300 Disaster Preparedness
ICS 700 Disaster Preparedness
Licensed General Contractor #731001

- ✓ 30+ Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, Inspection, and Code Enforcement Expertise
- ✓ Extensive Fire Code Experience
- ✓ Recipient of Various Building Safety Awards

Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costs Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter
Building Official of the Year, Citrus Belt Chapter
Lifetime Achievement Award, Citrus Belt Chapter
Building Department of the Year, Citrus Belt Chapter
CALBO (California Building Officials) Building Department of the Year
CALBO, Building Official of the Year
CALBO, Hall of Fame Award

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644
Residential Energy Plans Examiner #08-06-1B63
California Access Specialist Program, CASp #330

- ✓ Nearly 30 Years Municipal Building and Safety Experience
- ✓ Building Official, Plan Check, ADA Compliance, and Inspection Expertise
- ✓ Multi-Faceted Services to Cities and Counties Throughout California

Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square feet historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ 15+ Years Municipal Building and Safety Experience
- ✓ Building Plan Check and Inspection Expertise
- ✓ Services to Cities and Counties Throughout California

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Becky Brewington **Permit Technician**

Education

College courses in environmental planning

- ✓ 30+ Years Engineering, Planning, and Building Safety Support
- ✓ Permit Counter Technician, Various Agencies

Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Frank Unpingco

Permit Technician/Code Compliance Officer

- ✓ 15+ Years Code Enforcement and Construction Experience
- ✓ On-Site Permitting and Code Enforcement Assignments with Cities

Education / Certification

Bachelor of Arts, Corrections
PC-832 Certification

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Stacy McCamey

Permit Technician

Education

Proficiency in Microsoft Suite of Applications and County of Orange APPS System

- ✓ 5 On-Site Administration Assignments Past 8 Years
- ✓ Extensive Support of Orange County and Local Cities
- ✓ Administration Support for Infrastructure and Building Projects Through Project Lifecycle

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Erroll Lawson ***Building Inspector***

Education / Certification

California Building Official (CBO) Training
International Code Council (ICC) Seminars
FEMA certification from the Emergency Management Institution ICS-300
State of California OSHA Safety

- ✓ 25+ Years Building Inspection and Code Compliance Experience
- ✓ CBO, ICC, and FEMA Training
- ✓ Extensive Experience with Southern California Cities

Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Lonnie Partch **Building Inspector**

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ 27 Years Municipal Building and Safety Experience
- ✓ ICC-Certified Inspector
- ✓ Extensive Experience Throughout Orange County

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.



Qualifications of Proposed Staff

Bart Reis

Building Inspector

Education / Certification

College Coursework
ICC-Certified Residential Building Inspector
B-1 General Contractor License
Rough Framing Certification

- ✓ 30+ Years Building Inspection and Construction Management Experience
- ✓ ICC-Certified Inspector

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Ron Anderson **Building Inspector**

Education / Certification

College Coursework
ICC Certified Building Inspector #0879433
ICC Certified Building Plans Examiner
ICC Certified Electrical Inspector
ICC Certified Mechanical Inspector
ICC Certified Plumbing Inspector

- ✓ 15+ Years Municipal Building and Safety Experience
- ✓ Building Plan Check, Inspection, Permitting, and Counter Support Expertise
- ✓ Services to Cities and Counties Throughout California

Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools.. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework
Certified in Peace Officer Standard
and Training, PC 832, Modules I, II, and III

- ✓ 25+ Years Code Compliance Experience
- ✓ Code Compliance, 10+ Agencies
- ✓ Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field Inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the **Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.**

City of Laguna Hills
Building Services



Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification

- ✓ 40+ Years Law Enforcement Experience
- ✓ Code Compliance Officer, Various Cities
- ✓ Extensive Community Engagement and Committee Involvement Related to Youth, Domestic Violence, and Law Enforcement Issues

Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relation's officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or **ICC and CASp-certified Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Bilingual **Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ ICC-certified **Building Inspectors** and Peace Officer-certified **Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.





Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of **HR Green's Alternative Service Delivery** philosophy is find **multi-faceted staff** who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is **responsive to your needs**, will **remain dynamic to changing conditions**, and **match the right mix of staff to the clearly defined assignments**. For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].



Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

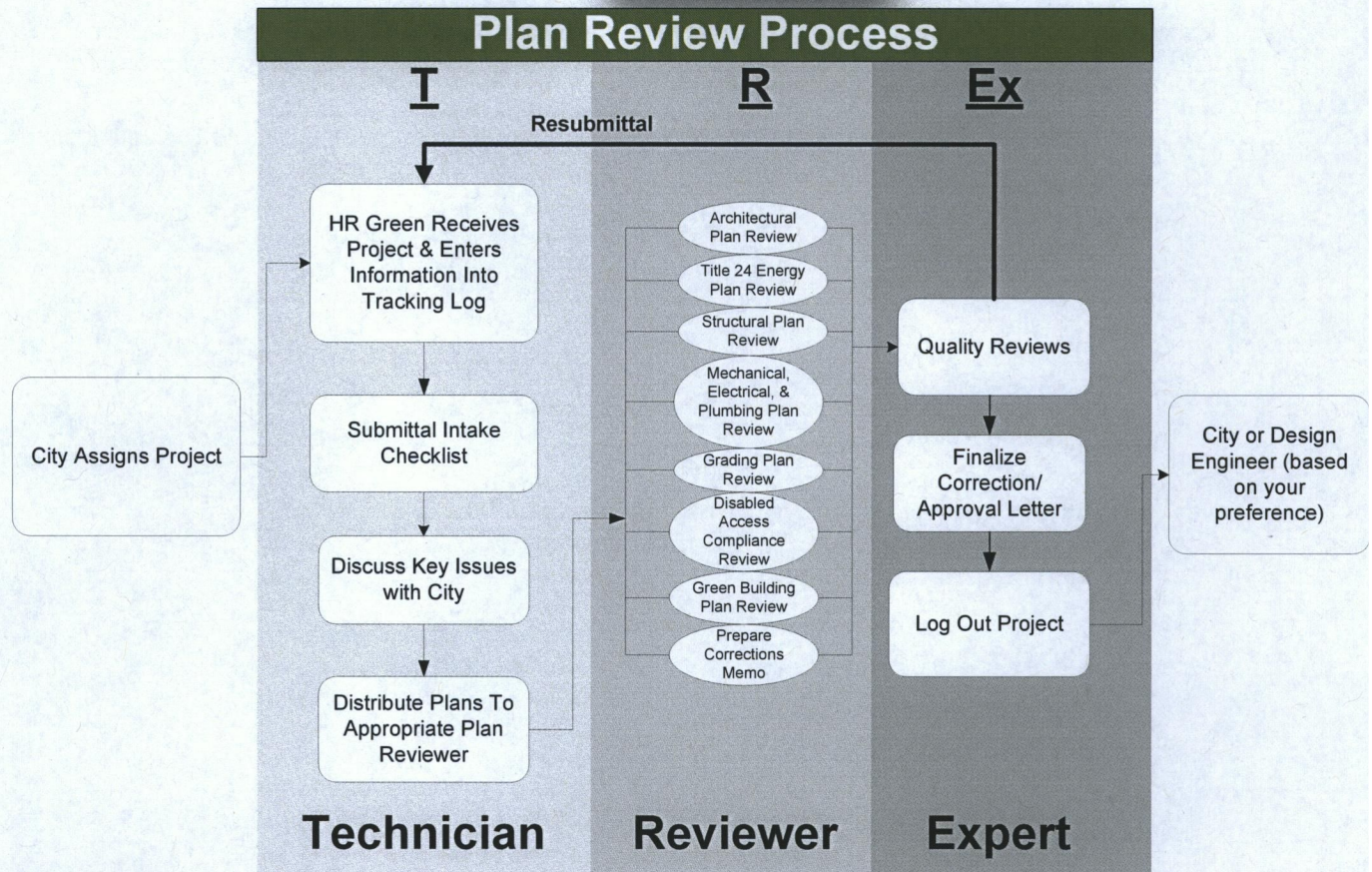
- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is **proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.**

The plan check process we will follow will be managed through our "**GreenTREx**" plan review and processing program, a formalized and integrated process whereby Technician, Review, and Expert management/quality control functions are consistently implemented on each and every project. **HR Green** has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)



Understanding of City's Needs and Approach



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as-needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	<u>5-10</u> Working Days (depends on complexity)	<u>3-5</u> Working Days
Addition **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days
Remodel **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days
Commercial		
New Construction	<u>5-10</u> Working Days (depends on complexity)	<u>3-5</u> Working Days
Addition **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days
Remodel **	<u>OTC-5</u> Working Days	<u>OTC-5</u> Working Days

City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

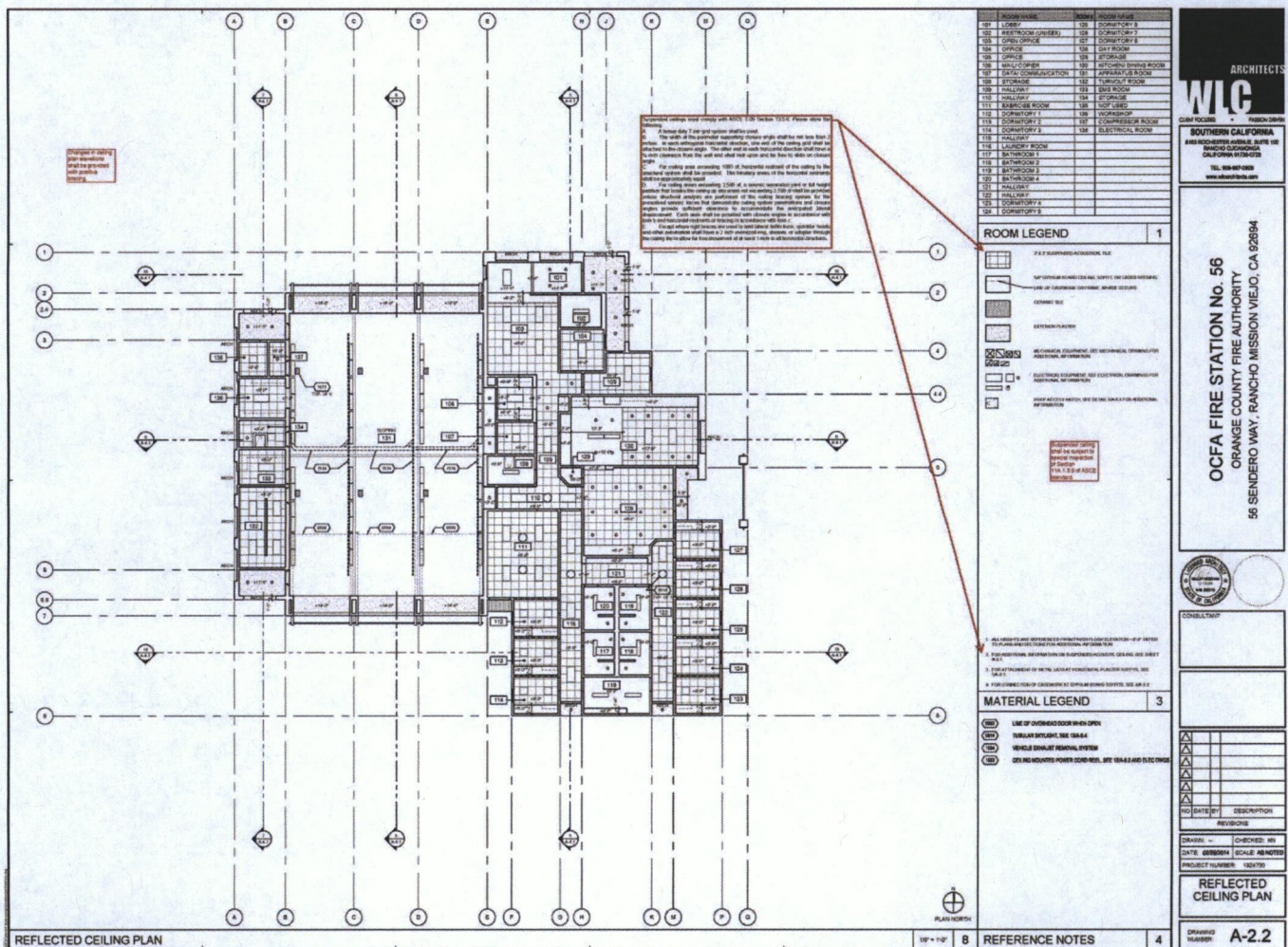
**Building & Safety Plan Check Notes:

1. OTC = Over the Counter
2. **Small additions or remodels** can be done over the counter or within three (3) working days depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo OCFA Fire Station





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

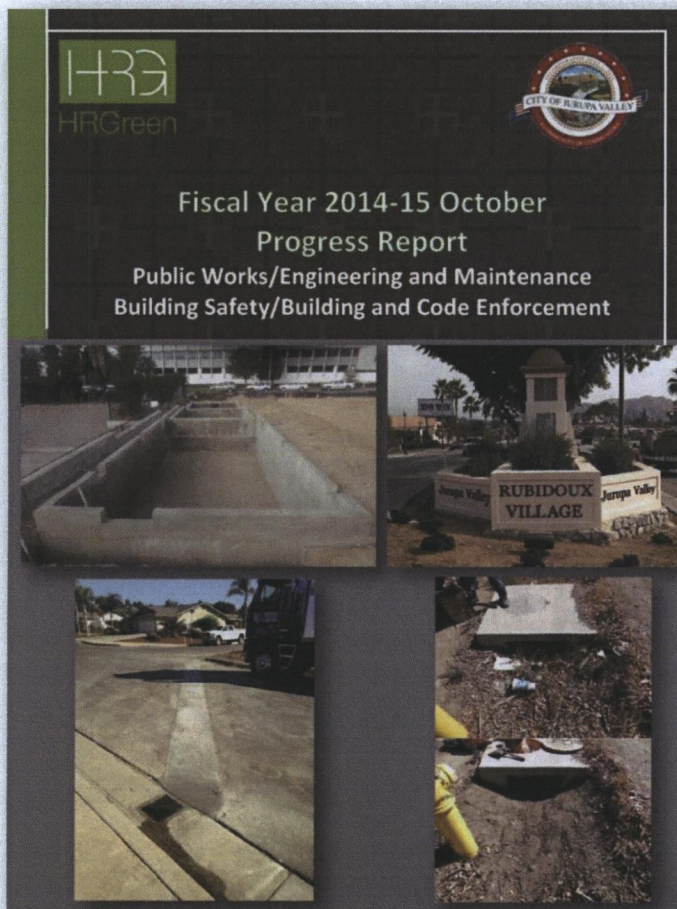
We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

Our Building Official will prepare staff reports for department heads, city council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meetings with the designated City representative. In addition, we will provide monthly invoicing with detail in the format desired by the City. Below are sample pages from a recent monthly progress report we provided to the Jurupa Valley City Council.



Fiscal Year 2014-15 October Progress Report

Public Works/Engineering and Maintenance Building Safety/Building and Code Enforcement

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Code Inspection Locations Since July 1, 2014	22
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City of Laguna Hills
Building Services

Understanding of City's Needs and Approach



Building & Safety Department Building Division

Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for rechecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 99% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

Before



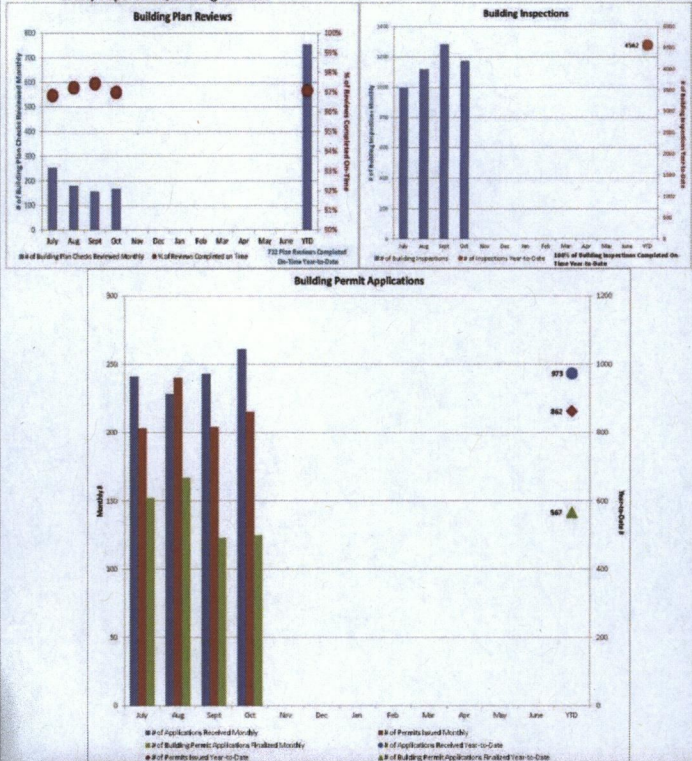
After
(repaired)



Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before



After
(removed)



Illegal Medical Marijuana Dispensary

Before



After
(vacated)





Understanding of City's Needs and Approach

Building & Safety Department

Code Enforcement Division

Code Inspection Locations Since July 1, 2014

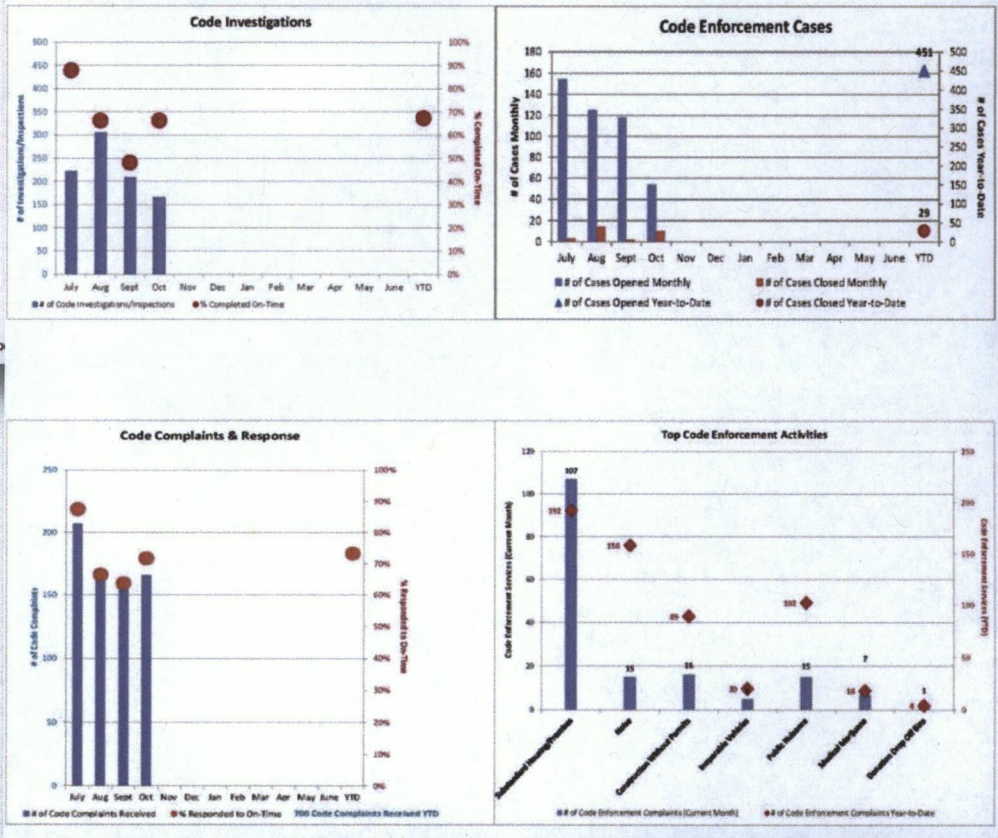


Building & Safety Department

Code Enforcement Division

Performance Overview

On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.



City of Jurupa Valley: Fiscal Year 2014-15 October



Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our **Building Safety** and **Alternative Service Delivery** expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, **Reggie Meigs, CBO**, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTReX™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)



Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and polices adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CAsp-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.



Description of Proposed Services

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

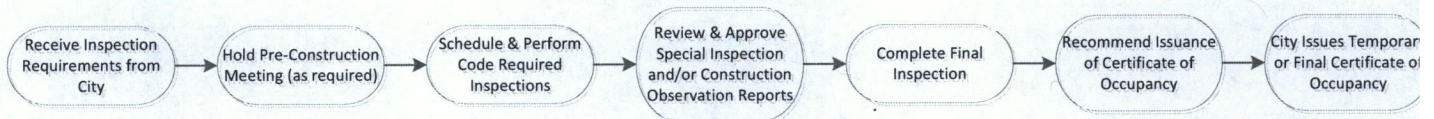
- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request

Proof of Authority



Since **HR Green** is a corporation, we have included formal proof of the authority of the officer, **George A. Wentz, PE**, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hoeppe Dave Raby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Janes Jim Halverson Andrew Marsh Akram Chaudhry

City of Laguna Hills
Building Services

Proof of Authority



Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/ Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

Dave Moermond
Steve Sparks

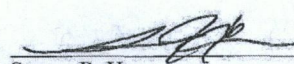
George A. Wentz

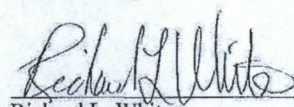
GENERAL EMPOWERING RESOLUTIONS

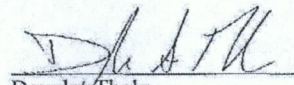
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo



Appendix – Exhibit A

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

None

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

Signed this 25th day of May, 2015, at Orange

_____, California.

Name: George A. Wentz, PE

Title: Vice-President

Signature:



Appendix – Exhibit A

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

None

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

Signed this 25th day of May, 2015, at San Ramon

_____, California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: _____

City of Laguna Hills
Building Services

Appendix – Exhibit A

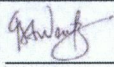


CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of HR Green California, Inc.
(Consultant) 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: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

City of Laguna Hills
Building Services

Appendix – Exhibit A



CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of TRB + Associates, Inc.

(Consultant) 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.

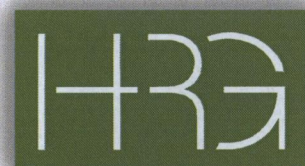
Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: _____

Date: May 25, 2015

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



HRGreen

HRGreen.com

Phone 714.287.2275

Email gwentz@hrgreen.com

1100 Town & Country Road, Suite 1025

Orange, California 92868



September 2, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship*

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

A handwritten signature in purple ink, appearing to read 'G. Wentz'.

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

1100 Town & Country Road, Suite 1025
Orange, CA 92868
Phone: 714.287.2275
E-Mail: gwentz@hrgreen.com

City of Laguna Hills
Building Services



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent (Unless otherwise negotiated with the City) for items such as:

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-300-0325 Holmes Murphy & Assoc - CR 500 1st Avenue NE, Suite 300 Cedar Rapids, IA 52401 INSURED HR Green California, Inc. 1100 Town & Country Suite 1025 Orange, CA 92868	CONTACT NAME: Michelle Gruis PHONE (A/C No. Ext): 319-896-7715 FAX (A/C No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company (L)</td> <td>16535 (A+)</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of</td> <td>25674 (L) (A+)</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company (L) (A)</td> <td>37885 (XV)</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company (L)	16535 (A+)	INSURER B: Travelers Property Casualty Company of	25674 (L) (A+)	INSURER C: XL Specialty Insurance Company (L) (A)	37885 (XV)	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 45024545
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO373096705	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP373096805	01/01/15	01/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP14N8656615	01/01/15	01/01/16	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC373096605	01/01/15	01/01/16	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9718796	01/01/15	01/01/16	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER
CANCELLATION

City of Laguna Hills

24035 El Toro Road

Laguna Hills, CA 92653

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

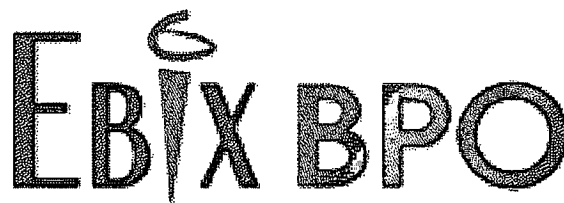
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 ACORD 25 (2014/01)
 kbrewercr
 45024545

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Packet Pg. 278

Attachment: Attachment No. 3 - Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



Fax

City of Laguna Hills
TO :

Fax: 1-949-707-2633

Attn:

HR Green California, Inc.

FROM :

Phone:

Holmes Murphy & Assoc - CR

Agency:

Phone: 1-800-300-0325

Subject: Delivery by CertificatesNow

We hope you find this document satisfactory. If you have any questions regarding the content of this certificate, please contact Holmes, Murphy & Associates or the Insured, both are listed on the certificate of insurance.

NOTICE: This communication is not encrypted and may contain privileged or other confidential information. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate or otherwise use this information. Thank you.

cc:

The data included in this notice and in the attached document is confidential to Ebix BPO and the party responsible for bringing you this information.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Holmes Murphy & Assoc - CR 500 1st Avenue NE, Suite 300 Cedar Rapids, IA 52401	1-800-300-0325 CONTACT NAME: Michelle Gruis PHONE (A/C No. Ext.): 319-896-7715 FAX (A/C No.): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com														
INSURED HR Green California, Inc. 1100 Town & Country Suite 1025 Orange, CA 92868	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of</td> <td>25674</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Company of	25674	INSURER C: XL Specialty Insurance Company	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 45628216

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO373096706	01/01/16	01/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP373096806	01/01/16	01/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP14N8656616	01/01/16	01/01/17	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			WC373096606	01/01/16	01/01/17	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9800663	01/01/16	01/01/17	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER 1-800-300-0325 Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	CONTACT NAME: Michelle Gruis PHONE (A/C, No, Ext): 319-896-7715 FAX (A/C, No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com														
INSURED HR Green California, Inc. 1100 Town & Country Suite 1025 Orange, CA 92868	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of</td> <td>25674</td> </tr> <tr> <td>INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td>INSURER D: AA: XV L - B</td> <td></td> </tr> <tr> <td>INSURER E: AL: XV L - A, C</td> <td></td> </tr> <tr> <td>INSURER F: A</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Travelers Property Casualty Company of	25674	INSURER C: XL SPECIALTY INS CO	37885	INSURER D: AA: XV L - B		INSURER E: AL: XV L - A, C		INSURER F: A	
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INSURER D: AA: XV L - B															
INSURER E: AL: XV L - A, C															
INSURER F: A															

COVERAGES

CERTIFICATE NUMBER: 48567679

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GLO373096707	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP373096807	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			ZUP14N8656617	01/01/17	01/01/18	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			WC373096607	01/01/17	01/01/18	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Professional Liability (Claims Made Coverage)			DPR9908464	01/01/17	01/01/18	Per Claim 5,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

CANCELLATION

City of Laguna Hills 24035 El Toró Road Laguna Hills, CA 92653 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CALIFORNIA

▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
Main 855.900.4742 + Fax 855.641.5877

▷ HRGREEN.COM

August 23, 2017

Bruce E. Channing
City Manager
City of Laguna Hills 24035 El Toro Road
Laguna Hills, CA 92653

RECEIVED

AUG 25 2017

CITY OF LAGUNA HILLS

Dear Mr. Channing:

This letter is a request to authorize the assignment of our two current Agreements for (1) On-Call Civil Engineering Services and Management, and (2) On-Call Professional Civil Engineering, Building and Safety, Civil Plan Check, Building Code Compliance, and Building Inspections between the City and HR Green California, Inc. to HR Green Pacific, Inc. This new company was formed to clearly separate our public sector contracts from any private sector work pursuits, and reflects the specialized staffing and experience necessary for municipal services work.

We also represent to the City of Laguna Hills that HR Green Pacific, Inc. has at least the same expertise and financial ability as HR Green California, Inc. and possesses the same capabilities to fulfill the Agreements. The same individuals will continue to provide services to the City. HRG Pacific, Inc. is positioned to seamlessly provide continued municipal services to the City of Laguna Hills, and we appreciate your consideration.

Please find the attached insurance certificate reflecting HR Green Pacific, Inc. for the assigned agreements.

Please note, to accommodate our growth, we have relocated our West Coast headquarters to 1260 Corona Pointe Court, Suite 305, Corona, CA 92879. We are fully operational and strive in the success of a seamless transition.

Respectfully,

HR GREEN CALIFORNIA, LLC

George Wentz
Vice President - Governmental Services

Attachment: Attachment No. 3 - Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



COPY

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Holmes Murphy & Assoc - CR 201 First Street, SE, Suite 700 Cedar Rapids, IA 52401 INSURED HR Green Pacific, Inc. 1260 Corona Point Court Suite 305 Corona, CA 92879-5013	CONTACT NAME: Michelle Gruis PHONE (A/C No. Ext): 319-896-7715 FAX (A/C No): 866-231-7822 E-MAIL ADDRESS: mgruis@holmesmurphy.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td colspan="2">INSURER B: Travelers Property Casualty Company of</td> <td>25674</td> </tr> <tr> <td colspan="2">INSURER C: XL SPECIALTY INS CO</td> <td>37885</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Zurich American Insurance Company		16535	INSURER B: Travelers Property Casualty Company of		25674	INSURER C: XL SPECIALTY INS CO		37885	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 50637409

REVISION NUMBER:

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A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP373096807	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP14N8656617	01/01/17	01/01/18	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC373096607	01/01/17	01/01/18	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9908464	01/01/17	01/01/18	Per Claim 5,000,000 Aggregate 6,000,000

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CERTIFICATE HOLDER

CANCELLATION

City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Laguna Hills
City Council/Planning Agency
Staff Report

DATE: January 23, 2018
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Director of Public Services/City Engineer
ISSUE: Assignment and Assumption Agreement for HR Green Professional Services Agreements For: (1) On-Call Civil Engineering Services; and (2) On-Call Building and Safety Services

RECOMMENDATION: That the City Council approve the Assignment and Assumption Agreements changing HR Green California, Inc. to HR Green Pacific, Inc. for the Professional Services Agreements of: (1) On-call civil engineering and management services; and (2) On-call professional civil engineering, building & safety, civil plan check, building code compliance, and building inspection consulting services and authorize the City Manager to execute the Assignments.

SUMMARY:

The City maintains two Professional Services Agreements (PSAs) with HR Green California, Inc., for: (1) "On-Call Civil Engineering Support Services," as utilized by the Public Services Department; and (2) "On-Call Building Official Services," as utilized by the Community Development Department. Please see the attached fully executed PSAs. HR Green California, Inc. is changing its business model to serve a different market and, as a result, a new entity, HR Green Pacific, Inc., has been established to maintain the current suite of services provided to the City without any changes to management, current staffing, or fees for these services. HR Green California, Inc. has made a written request by letter dated December 6, 2017, attached, asking for the PSAs to be assigned to HR Green Pacific, Inc. Attached are two Assignment and Assumption Agreements, as prepared by the City Attorney's office, necessary to authorize the entity change for each of the PSAs. Approval of the requested Assignment and Assumption Agreements and authorization for the City Manager to execute the Agreements is recommended.

0400-10 900018494
0400-10 900020429

Assignment of HRGreen Professional Services Agreements

January 23, 2018

Page 2

ATTACHMENTS:

- 6Dec17 HR Green Assignment Letter
- HRGreen On-call Civil Engineering PSA
- HRGreen On-call Building and Safety PSA
- HRGreen Assignment On-call Building
- HRGreen Assignment On-call Civil Engineering

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing


HRGreen
CALIFORNIA

▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
Main: 855.900.4742 • Fax: 855.641.5877

▷ HRGREEN.COM

December 6, 2017

Bruce E. Channing
City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Dear Mr. Channing,

As we have previously discussed, HR Green Pacific Inc. was established as a California corporation to provide engineering and consulting services particularly tailored to the needs of public sector clients. HR Green California, a separate California corporation in the Green Companies family, is focusing their future service offerings in private and construction markets. HR Green California has accepted an offer from HR Green Pacific to assign the existing contract between HR Green California and the City of Laguna Hills to HR Green Pacific, along with all of the rights, obligations, and interest therein. This assignment to HR Green Pacific will be effective upon signatures.

We respectfully request your signature to acknowledge receipt of HR Green Pacific's enclosed Certificate of Insurance and W-9. Should there be any additional documentation required for your records, please inform us at your earliest convenience.

HR Green California, Inc.

Signature

George A. Wentz, PE
Vice President

HR Green Pacific, Inc.

Signature

Roy F. Stephenson, PE
Manager Local Government Services

City of Laguna Hills

Signature

Bruce Channing
City Manager

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

PROFESSIONAL SERVICES AGREEMENT**HR Green California, Inc.***On-Call Professional Civil Engineering, Building & Safety,
Civil Plan Check, Building Code Compliance, and
Building Inspection Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 8th day of September 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 HR GREEN CALIFORNIA, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified professional civil engineering firm that specializes in providing civil engineering, building and safety, civil plan check and review, building code compliance, and building inspection consulting services to municipalities and to other public agencies on an on-call basis, including but not limited to providing as-needed building code compliance and administration, residential and commercial building inspections, building plan review, and building official consulting services (the "Project").

B. Consultant has submitted to City a proposal, dated May 25, 2015 (as revised on September 2, 2015), to provide on-call, as-needed professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting 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, specialized equipment, or 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 to City and perform the professional civil engineering, building and safety, civil plan check and review, building inspection, building code compliance and administration, and building official consulting services for the Project as set forth in the Proposal/Scope of Work, dated May 25, 2015 (as revised on September 2, 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 May 25, 2015 (as revised on September 2, 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, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, as well as the structured fee charges, set forth in the Schedule of Compensation/Fees (as revised on September 2, 2015), which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (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 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 Schedule of Compensation/Fees (as revised on September 2, 2015) (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 as 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.

2.5 CPI Adjustment of Compensation/Fees/Billing Rate Schedule. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first year of the term of this Agreement (i.e., from September 8, 2015 through August 31, 2016). 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.

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 three (3) years, commencing on September 8, 2015 and ending on August 31, 2018 ("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 two (2) additional one-year terms ("Renewal Option").

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: **George A. Wentz, P.E., Principal-In-Charge**. 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.

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.

3. 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.

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 reasonable 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 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. Any reuse of any document provided by the Consultant to the City, for a purpose not originally intended, is at the sole risk of the City without any legal obligation of the Consultant.

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:

HR Green California, Inc.
Attention: George A. Wentz, P.E., Principal-in-Charge
1100 Town & Country Road, Suite 1025
Orange, California 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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 J. GILBERT, M.D.
Mayor

ATTEST:

 (SEAL)

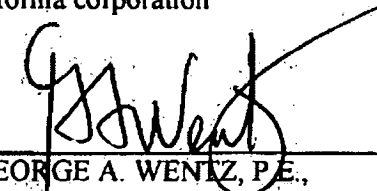
MELISSA AU-YEUNG,
Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:



GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
HR Green California, Inc.,
a California corporation

By: 

GEORGE A. WENTZ, P.E.,
Vice President

By: _____

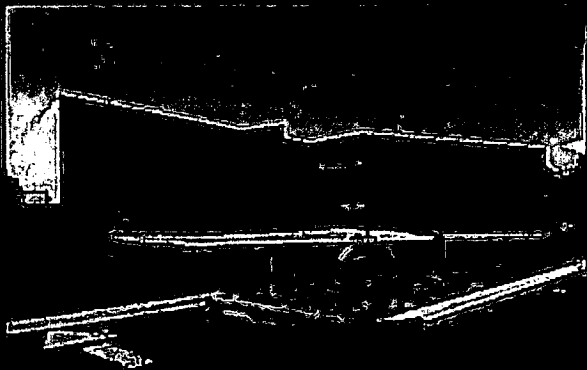
EXHIBIT "A"**CONSULTANT'S PROPOSAL/ SCOPE OF WORK****DATED: MAY 25, 2015 (AS REVISED ON SEPTEMBER 2, 2015)**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



Proposal:

Building Services



May 25, 2015



May 25, 2015

David Chantarangsu, AICP
 Director of Community Development
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, California 92653

Subject: Proposal: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear David and Other Selection Committee Members,

To assist you with delivering building and safety plan check and inspection services, HR Green California, Inc. (HR Green) is poised to assign highly experienced, local staff with a successful track record of providing highly responsive, well-planned, and quality services in the most cost-effective manner possible to agencies of similar size on an on-call, as-needed basis.

Going through a rigorous assessment and selection of your as-needed contract building services provider offers Laguna Hills tremendous service delivery opportunities to enhance quality, responsiveness, community buy-in, and collaboration that meet your performance benchmarks/timelines and maximize your net revenue while streamlining the approval process. The following are some key questions that should be asked:

- ☒ Can our organization and operations be more effective?
- ☒ Are we implementing appropriate Building and Safety processes and procedures?
- ☒ Are there opportunities to increase revenues and enhance services to our community?
- ☒ Can we operate more efficiently and spend less?
- ☒ How to maximize use of "green" electronic plan review and permit tracking solutions?
- ☒ Can services be enhanced while not increasing costs?
- ☒ Are we as customer-oriented and responsive as possible?
- ☒ Can we improve communication and transparency?
- ☒ Can we shift to a more citizen-driven code compliance standard?

If so, this may be an appropriate time to re-visit service delivery methods that identify better ways of doing things.

HR Green is Best Qualified to Perform the Services Requested

HR Green brings an experienced, knowledgeable team with a proven track record for excellent service, accurate and on-time plan reviews, thorough inspections, helpful counter support, and effective working relationships with cities and counties. Our plan check, inspection, and code expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload.

Proven Building and Safety Plan Check & Related Services Track Record

- ✓ Firm has existed 100+ years / California operation for 10+ years / 35+ public agencies and municipalities throughout California / 350+ employees
- ✓ Currently provide building plan check and inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Charter and current Board member of Institute for Sustainable Infrastructure (ISI) and APWA to develop and implement Envision™ rating system, a project assessment/guidance tool for sustainable infrastructure design
- ✓ Participate in ICC national code development process and State code committees
- ✓ Only serve public agencies = No conflict of interest

Phone: 714.287.2275 Fax: 714.333.1886
 1100 Town & Country Road, Suite 1025
 Orange, CA 92668
 E-Mail: gwentz@hrgreen.com

David Chantarangsu, AICP - Director of Community Development
 City of Laguna Hills
 May 25, 2015
 Page 2 of 2

Successful Working Relationship with City of Laguna Hills

- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Current on-call engineering consultant
- ✓ Various HR Green staff have served City since incorporation

Technical Competence Delivers Flexibility, & Quality

- ✓ Registered engineers/architects; ICC, LEED, CASp, General Permit Qualified SWPPP Practitioner and Developer-certified staff exclusively dedicated to building and safety plan check, inspection, and NPDES compliance
- ✓ Staff members average 25+ years of building and safety expertise
- ✓ All proposed staff have worked as public agency employees

Local Staff Commitment and Accessibility

- ✓ Key staff live in Orange County, as well near Laguna Hills / Corporate office in Orange
- ✓ Proposed staff have served 8 cities in Orange County as well as County of Orange
- ✓ Key staff actively involved in ICC Orange Empire Chapter, including serving on Executive Board

Reggie Meigs, CBO - Local Building Official Expert

- ✓ 40 years of full-service Building & Safety expertise / 30+ California agencies
- ✓ Currently preparing a status report for City's Community Development Department
- ✓ Currently overseeing building plan check/inspection for Rancho Mission Viejo (Ranch Plan), County of Orange
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- ✓ Education Committee member, ICC Orange Empire Chapter
- ✓ Served on multiple CALBO committees
 - o Computerization of Building Departments and Disabled Access and Occupancy Groups
- ✓ Proficient in using various permitting and tracking database systems
- ✓ Code Committee member, State Fire Marshall's Committee for Residential Care Facilities

Best Practices/State-of-the-Art Processes to Efficiently Manage Turnaround Time & Cost

- ✓ Electronic/digital plan check expertise
- ✓ Proposed staff has trained building plan check and inspection in latest codes and best practices
- ✓ Web-based project tracking / Proficiency using numerous code and permitting database systems

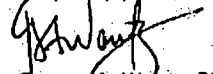
Cost-Effective Compensation Schedule

- ✓ Sliding scale approach will benefit City during periods when revenues are high
- ✓ Maintain appropriate consultant staffing levels during low periods of permit activity

We specialize in providing on-call, as-needed staff services to realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability. We also are a leader in transition services of Building and Public Works Departments in California. Most recently, we helped the City of Jurupa Valley transition from the County and are providing comprehensive Building and Safety services for a population of nearly 100,000. Of the 28 cities in Riverside County Jurupa Valley ranks the **second most cost-effective** per capita in delivering services in the region. Over the past three years we have achieved a **98% success rate for on-time building plan reviews** and **100% success rate for on-time inspections**; realized a **35% decrease in permit processing costs and inspection fees** to applicants (while enhancing services); and **full cost recovery** for code compliance and building and safety services, including monies to fund the City's administrative costs.

As a result of our in-depth public sector experience and knowledge of the City, our staff can mobilize quickly and deliver the expertise and resources to meet your as-needed building services in a very professional, customer-oriented manner.

Very truly yours,


 George A. Wentz, PE
 Principal-in-Charge


 HRGreen

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General Information

Prime Firm Profile

HR Green California, Inc. – Prime Consultant

In business for more than 100 years HR Green, Inc. (HR Green) perennially ranks as one of *Engineering News Record's* Top 300 Design and Top 100 Construction Management Firms in the United States. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. HR Green has maintained California operations since 2004, and in 2012 established a separate California corporate entity, HR Green California, Inc.

Our staff members are registered engineers and architects, CABO-certified building officials, ICC-certified plans examiners and inspectors, and certified water quality developers/practitioners(QSD/QSP) and accessibility (CASP) specialists. HR Green staff members have played a key role in the evolution and growth of agencies throughout Southern California.

Building and Safety

- Code Interpretations
- Building Plan Review
- Organizational Review
- Building Inspection
- Chief Building Official
- Permit and Counter Staffing
- CASp Assessment and Consulting
- Public Education and Outreach
- Staff Training
- Standards and Procedures Development

Program Management

- Departmental Management
- Interim Staff Support
- Staff Augmentation / Shared Services
- Organizational Reviews / Analysis
- Fee and Rate Reviews
- CIP Funding and Administration

Public Agency Consulting

- Alternative Service Delivery
- Regulatory Compliance
- Growth and Impact Analysis
- Civil and Transportation Engineering
- Grant Writing and Administration
- Stormwater Quality Management
- Geographic Information Systems (GIS)
- Operations and Maintenance Management

Civil Engineering Plan Review

- Entitlement
- Grading
- Drainage
- NPDES / Water Quality Compliance
- LID / Hydromodification
- Sewer
- Water
- Traffic
- Map
- Standards and Procedures Development

Code Compliance

- Establish Processes
- Investigations
- Reports
- Automated Tracking System
- Staff Augmentation
- Cost Recovery Analysis

Construction Management

- Constructability Review
- Construction Administration
- Inspection
- Quality Assurance / Quality Control
- Claims Management
- Resident Engineering
- Owner's Representative
- Site Management

From strategic planning through delivery of a successful project, we bring our public agency clients a full range of integrated services that address their needs, no matter how big or small.



General Information



A cornerstone of our expertise is the provision of as-needed building safety, code compliance, civil plan check, and NPDES compliance services to 50+ California agencies. All our staff members have been public agency employees or augmented public agency personnel, and know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, to bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Organizational Stability and Strength

Since being founded in 1913 HR Green has long maintained a strong and vibrant financial condition. Last year's revenue exceeded \$55 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

The California management team has worked together for more than 25 years and has strategically established a proven network of in-house building and safety, code, and NPDES experts, all of whom bring an average of 25+ years serving Southern California public agencies.

Company Size

- 355 employees / 40 in Southern California

Location of Offices

- 15 offices throughout U.S.
 - California (1)
 - 1100 Town & Country Road, Suite 1025, Orange, CA 92868; T: 855.900.4742; F: 714.333.1886
 - Colorado (1)
 - Illinois (5)
 - Iowa (3)
 - Minnesota (1)
 - Missouri (1)
 - Pennsylvania (1)
 - South Dakota (1)
 - Texas (1)

Years in Business

- 102 years

TRB+ Associates

TRB + Associates, Inc. - Subconsultant

TRB + Associates, Inc. was founded in 2006 and is a California-based building safety services firm, providing plan review, inspection, building department administration, Delegate Chief Building Official, CASp and LEED consulting, and electronic plan check services. Their 23 Building Safety staff have an average of 25 years of experience in the Architecture-Engineering-Construction industry, encompassing building safety services across the full range of code disciplines. Their firm is certified as a micro small business. They have extensive experience in commercial, residential, industrial, and institutional projects of all sizes and complexities (up to \$550 million in valuation), and are able to tailor solutions specific to your agency. The firm has provided building safety services to cities and counties. Also, for the past seven years TRB+ has assisted the California Energy Commission as a Delegate Chief Building Official on 13 projects. Since 2010, TRB+ has successfully electronically reviewed and processed 5,000+ electronic submittal packages comprising 25,000+ documents using a web-based system. HR Green has had a working relationship with TRB for four years.

General Information

Client References / Related Experience

A Track Record of Excellence



3.10.c

3.5.c

 HRGreen Services <i>(Provided by HR Green Staff)</i>	Representative Agencies															
	City of Orange	City of Orange	City of Rancho Santa Margarita	City of Irvine	City of Costa Mesa	City of Anaheim	City of Tustin	City of Lake Forest	City of Los Alamitos	City of Palos Verdes Estates	City of Jurupa Valley	City of Corona	City of Murietta	County of Los Angeles	City of La Puente	City of Claremont
Orange County Region	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Safety Administration	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Plan Check	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Building Inspection	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Code Compliance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Permit Counter Assistance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Accessibility Review/Consulting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Building Plan Review and Inspection

County of Orange

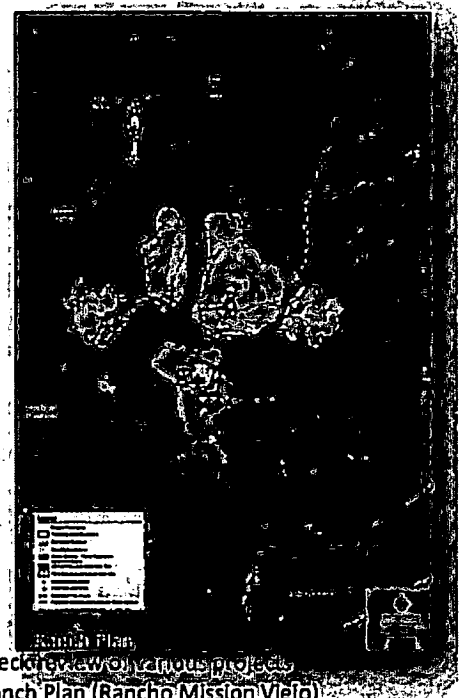
Contact: Rose Fistrovic, PE, Program Manager
714.667.8858

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; Lonnie Partch; Stacy McCamey

HR Green Services

- ✓ Architectural Plan Review
- ✓ Title 24 Energy Plan Review
- ✓ NDPES Compliance Review
- ✓ Green Building Plan Review
- ✓ MEP Plan Review
- ✓ Civil Engineering Plan Review
- ✓ Disabled Access Compliance Review
- ✓ Building Inspection

- HR Green currently has two related contracts with the County:
 - Building and civil plan check, on-site planning, and inspection of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo), 23,000-acre site with extensive dedicated and protected open space
 - As-needed residential and commercial building inspection
- HR Green staff has provided building plan check, civil plan check, and map check review of various projects and backbone infrastructure associated with Planning Areas 1 and 2 of the Ranch Plan (Rancho Mission Viejo)
- Electronic plan review / digital commenting





General Information

- Review structural, non-structural, mechanical, electrical, plumbing, universal design, disabled access, Title 24 energy, and green building plans; and local noise attenuation ordinances checking for conformance to the County standards, codes, regulations, and Conditions of Approval
- Review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval
- Maintains a 100% on-time review rate in accordance with the County and developer's fast-track timetable
- Electronically transmit response letters and tracking logs concurrently to developer, engineers, and County with hardcopy transmittal returned to County and developer team
- Proficiency using County's APPS program, enterprise system integrating all aspects of the planning, plan check, processing, inspection, and approval process for private development projects (new construction and renovation)

Full-Service Consulting

City of Jurupa Valley

Contact: Gary Thompson, City Manager
951.332.6464

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; Keith Clarke, CBO; Todd Bailey, PE, LEED AP, CASp; Art Castro, CBO, CASp; James Brogan, NCARB, CASp, CBO; Lucian Gunter IV, RA; Gladys Benavides; Erroll Lawson; Ron Anderson; Lonnie Partch; Bart Reis; Becky Brewington; Frank Unpingco; Stacy McCamey

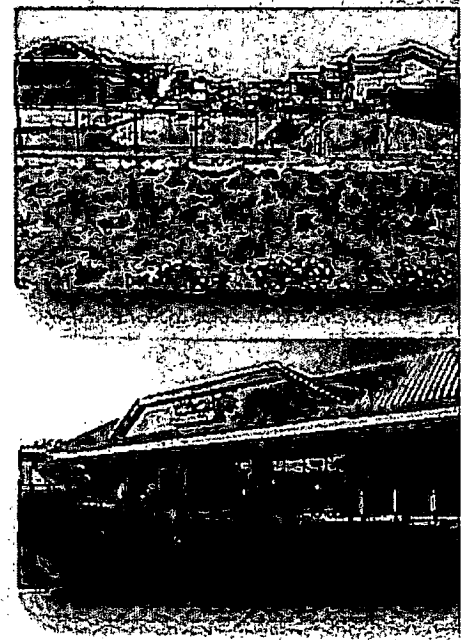
HR Green Services

- | | |
|--------------------------------|-------------------------------------|
| ✓ Architectural Plan Review | ✓ MEP Plan Review |
| ✓ Title 24 Energy Plan Review | ✓ Civil Engineering Plan Review |
| ✓ NDPES Compliance Review | ✓ Disabled Access Compliance Review |
| ✓ Green Building Plan Review | ✓ Building Inspection |
| ✓ Code Enforcement | ✓ Permit Counter Support |
| ✓ Building Official | ✓ City Engineering |
| ✓ CIP Administration | ✓ Civil Engineering |
| ✓ GIS | ✓ Construction Management |
| ✓ Traffic Engineering | ✓ Value Engineering |
| ✓ Grant Funding/Administration | ✓ Public Works Maintenance |
| ✓ Infrastructure Inspection | ✓ City Management |

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / Second most cost-efficient city in Riverside County based on cost of service per capita
- Since 2011 City incorporation HR Green provides full departmental management and on-site staffing for Building & Safety, Public Works, and Engineering
- Coordinated transition of all services from County to City
- 98% success rate meeting building plan review turnaround schedule
- 100% success rate achieving on-time building and infrastructure inspections
- Daily permit counter staffing
- Processed grading plans, improvement plans, and maps for 2,000+ new residential units (2,100+ sheets annually; 100% on-time review)
- Review 150+ new planning projects annually

"HR Green has effective management controls in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services."

Frank Johnston
Former Mayor (current Council Member)
City of Jurupa Valley



City of Laguna Hills
Building Services



General Information

- 2,000+ improvement/encroachment permit inspections annually (100% on-time track record)
- 2,000+ building reviews annually (98% on-time review track record)
- 6,500+ building inspections annually (100% completed on-time)
- 1,500+ building permits issued annually / Issue >60% of permits over the counter
- 1,100+ building permit applications finalized
- 1,100+ code enforcement inspections annually
- 100% compliance providing permit inspections within 24 hours
- Developed Local Implementation Plan and provide NPDES compliance inspection
- Costs in permit processing and inspection fees to applicants due to shorter turnaround times and lower costs – an estimated 20 – 35% reduction
- Less time taken in responding to resident inquiries and in processing development applications
- Staffing level flexibility to “right-size” quickly for dynamically changing needs and priorities

Building and Safety Services

City of Orange

Contact: Rick Otto, Interim City Manager
714.744.2222

Staff Assigned: George Wentz, PE; Reggie Meigs, CBO; James Brogan, NCARB,
CASp, CBO; Lonnie Partch

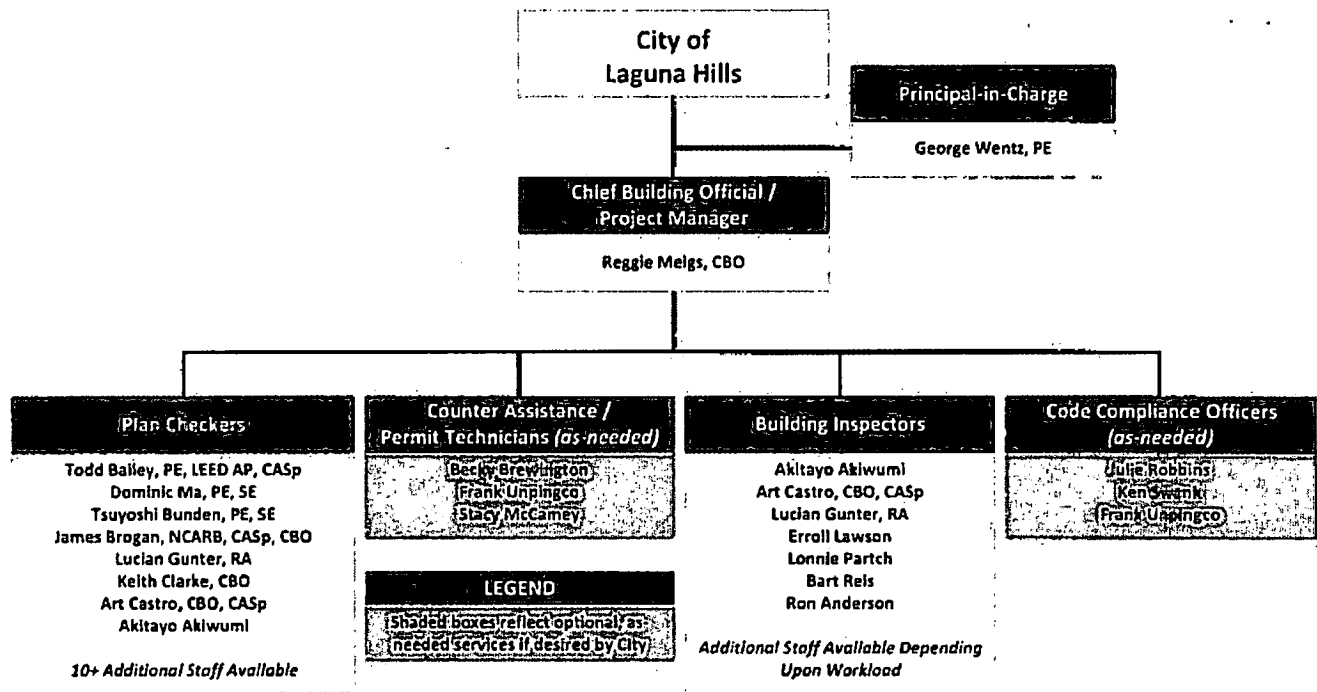


HR Green Services

- | | |
|----------------------------------|----------------------------------|
| ✓ Building Plan Review Oversight | ✓ Chief Building Official |
| ✓ Building Inspection/Oversight | ✓ Code Compliance |
| ✓ Permit Counter Oversight | ✓ Organizational Recommendations |
| ✓ Standards & Procedures | ✓ Reports and Studies |
| ✓ Code Interpretation | ✓ Permit Database Development |
- HR Green provides interim Building Official and code interpretation services through the assignment of Reggie Meigs, CBO
 - Administered Building Safety Division, overseeing building safety plan reviews, public counter services, building inspections, neighborhood preservation, and code compliance operations
 - Supervised and trained persons assigned to the building division
 - Provided assistance and consultation to the City pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters
 - Generated monthly performance and progress report for Building Safety Division
 - Assisted in the development of a custom permit tracking program that saved the City money
 - HR Green staff inspected residential and commercial buildings for compliance to approved plans and codes

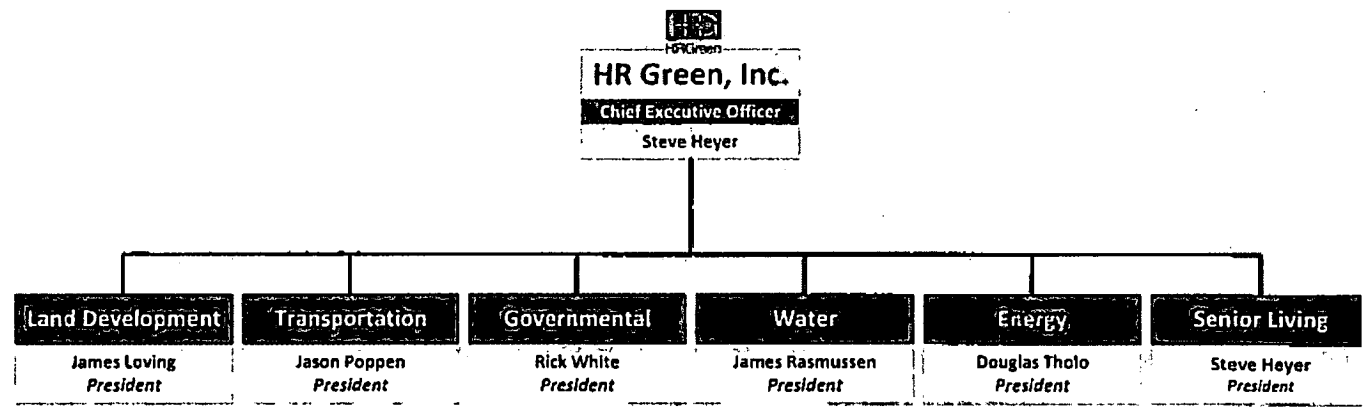
General Information

Proposed Team Organization Chart



General Information

Corporate Organization Chart



Number and Position Titles of Staff

Position Titles of Staff	Number of Staff	
	HR Green (Prime)	TRB + Associates (Sub)
Engineers	114	11
Engineering Associates	49	
Building and Safety Specialists	20	10
Architects	4	2
Environmental Specialists	22	
Planners	6	
Construction Managers	4	
Construction Inspectors	34	
Landscape Architects	4	
Land Surveyors	8	
Technicians	43	
Administrative	47	1
TOTAL	355	24

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



Qualifications of Proposed Staff



HR Green is proposing a full range of multi-faceted staff members. Our contract-specific organization chart is shown on with resumes included on the following pages. Following contract award, qualified, proposed personnel will be identified and presented to the City for interview, if desired, and approval. Moreover, should the City so desire, we are open to hiring current consultant personnel at the City interested in joining HR Green. We will provide a staff and resource management plan that is appropriate to the nature of your permit activity, planned activities, and special projects/initiatives. Our proposed staff has successfully done this for other agencies. We will respond to City needs whenever City resources cannot respond to demand.

George Wentz, PE, will serve as **Principal-in-Charge**. He brings 40 years of municipal management and building and safety oversight along with expertise in Alternative Service Delivery and Transition Services. He will ensure that corporate resources are brought to bear for the successful delivery of these as-needed services. George will assure that the staff and resources are available to serve the City as promised. He will also evaluate our services on a regular basis for quality assurance. He has served as Principal for 30+ Building and Safety and multi-disciplined engineering contracts in California, including 10+ other Orange County cities and the County, as well as Building Official.

Reggie Meigs, CBO, will serve as our **Building Official**. Reggie brings 40 years of building and safety administration experience. He has extensive experience in expert code interpretation, management of building safety and code enforcement operations. He will be the main point of contact to the City for our services. For other assignments he will evaluate the proposed scope of services and the required skill set to perform the work needed.

Differentiators he brings include:

- 40 years building and safety management experience / 30+ California agencies
- Building Safety task leader for two current County of Orange contracts:
 - A/E support services for planning, plan check, and inspection of major planned developments, including Planning Area 2 of the Ranch Plan
 - As-needed residential and commercial building inspection
- Currently preparing a status report for City's Community Development Department
- Building and Safety Administrator, County of Los Angeles for 19 years
- Supervising Training Officer of 100+ building plan reviewers and inspectors, County of Los Angeles
- County of Los Angeles Supervising Building Engineering Associate overseeing building inspection and plan check services for the Cities of Artesia and Cerritos
- County of Los Angeles Supervising Building District Engineering Associate for Universal Studios, Malibu, Marina Del Rey, Lennox/Firestone area, East Los Angeles, Lomita, and City of Commerce
- Managed building plan review, public counter assistance, and/or inspection for various Southern California Cities of Orange, Artesia, Cerritos, Jurupa Valley, Lancaster, West Hollywood, and Bellflower
- Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials
- Served on multiple CALBO committees (e.g., computerization of building departments, Disabled Access and Occupancy Groups)
- Proficient in using GovClarity, ePlanSoft, Accela, SunGard HTE, CRW, GovOutreach Code Enforcement and CRM Programs, and Various Database Systems
- Code Committee member, State Fire Marshall's Committee for Residential Care Facilities



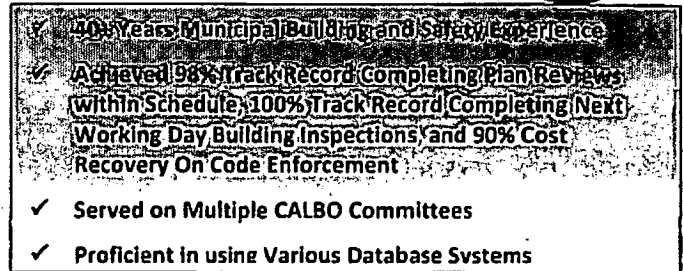
Qualifications of Proposed Staff

Reggie Meigs, CBO

Chief Building Official / Project Manager

Education / Certification

College Coursework, Civil/Electrical Engineering
CABO Registered Building Official CBO #1003
ICC Certified Professional Building Official #5215342-CB



Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

Building and Safety Assessment, City of Laguna Hills, CA. Project Manager for assessing the City's Building and Safety permit processing and inspection processes and providing a report on findings.

A/E Planning and Engineering, County of Orange, CA. Building and Safety Task Leader overseeing building plan review and inspection efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Project Manager for as-needed building inspection of residential and commercial building facilities throughout the County.

Chief Building Official, City of Orange, CA. Managed the Building and Safety Division. Prepared budgets for several sections within the division, managed an in-house staff of 19 employees and oversaw contracts with two plan check firms. Also assisted in the development of a custom permit tracking program that saved the City \$20,000.

Building Plan Check and Inspection, County of Los Angeles, CA. District Engineering Associate and Senior Building Engineering Inspector/Office Manager. Trained 100+ building plan checkers and inspectors. Oversaw building inspection and plan check services for the Cities of Artesia, Cerritos. While at County served in administrative capacity (Building Engineering Associate or Administrative Manager) for areas of Malibu, Marina Del Rey, Lennox/Firestone area, City of Commerce, East Los Angeles, and Lomita.

Chief Building Official, City of Jurupa Valley, CA. Manages the City's Building and Safety Department overseeing plan review, permit counter assistance, inspection, and code enforcement. Established and updated building codes. Building plan reviews are checked for compliance with building codes and access requirements, as well as any adopted codes to promote sustainability. Reviews include architectural, structural, mechanical, electrical, plumbing, green, and energy. Accessibility Code Enforcement includes managing complaints, investigating potential violations and enforcing the City's codes.

Chief Building Official, City of Riverside, CA. Managed the City's Building and Safety Division, supervising 21 full-time employees. Developed programs to track permits and inspections as part of the City's program of office automation, which drastically improved efficiency. One major project under his oversight involved overseeing the Building Safety plan review and inspection for the Riverside Municipal Airport expansion (hangers, office space, and other buildings).

Chief Building Official, City of Berkeley, CA. Responsible for the City's plan checking, inspections, housing code enforcement and counter administration and supervised a staff of 22 employees. Implemented a "One Stop Permit Center Process" which reduced plan check turnaround time from 8-12 weeks to 1-2 weeks without hiring additional staff.



Qualifications of Proposed Staff

Chief Building Official, County of Solano, CA. Supervised and managed the newly created division of Building and Safety and implemented a variety of efficiency measures. Managed counter permit support, a plan check consultant and combination building inspectors. The division was organized and developed to restructure individual trade inspectors into combination inspectors. Many additional cost saving measures were implemented as well, such as creating inspection territories, converting city car use to mileage reimbursement, and improving plan check processes to minimize expenses and maximize customer service.

Chief Building Official, County of Monterey, CA. Interim Building Official managing day-to-day operations of all Building and Safety services encompassing two offices in the county, one in Salinas, and the other at Ford. Managed both County and contract staff (plans examiners, inspectors, permit technicians) and assisted the department through a transition into consolidating the two offices with a third office in King City. Managed a staff of 40 personnel and provided training as requested. Oversaw the permit center and helped implement a new permit system and on-line system.

Chief Building Official, City of San Ramon, CA. Helped expand services (code enforcement), added services at the front counter and incorporated local Fire District and Engineering Department representatives to create a true "One Stop Shop". Assisted the Building Division with streamlining the Building Permit computer system and helped implemented and design new software to assist the code enforcement section in maintaining their case files. Achieved 90% cost recovery on code enforcement.

Qualifications of Proposed Staff

George Wentz, PE **Principal-in-Charge**

Education / Registration
Master, Public Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #43273

- ✓ 40+ Years Municipal Services Management
- ✓ Principal, Building & Safety, Engineering, and/or Public Works Services to 10+ Orange County Cities
- ✓ Transition Services, 7 Agencies
- ✓ Principal, 30+ Building & Safety, Public Works, and Engineering Contracts

George brings over 40 years of municipal management experience, overseeing the full range of municipal services. His responsibilities have included service as a City Manager, Assistant City Manager, City Engineer/Public Works Director and Building Official. George has served more than 30 cities and counties throughout California in delivering contract services, including the City of Laguna Hills.

George has directed and administered or delivered on-call support to full city contract services. His responsibilities have ranged from accountability for managing the full range of services to managing day-to-day operations and all related activities associated with the unique contract for particular city. As Principal-in-charge, he takes a leadership role to oversee services being delivered to each client. His managerial experience and high level of success is well documented and recognized by the cities he has served. He has worked in various size cities – from small population cities to large. George understands that each has a particular uniqueness that needs to be respected for each agency.

He is recognized in the field as having a unique talent in working well with City Managers, City Councils, boards, commissions, committees, ad-hoc groups, and staff to achieve desired agency results. He understands the importance of community relations and maintaining a servant's attitude and delivering what is promised. George understands working in high profile communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts. George has also spend time on master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities.

On-Call Engineering, City of Laguna Hills, CA. Principal-in-Charge for provision of various engineering and inspection services on a task order basis. One current assignment involves the review of the City's Building and Safety permit processing and inspection processes.

Building and Safety Services, City of Mission Viejo, CA. Principal-in-Charge for provision of Building and Safety services to manage plan check, code interpretation, inspection, and permit counter support.

Building Plan Check and Inspection, County of Orange, CA. Principal-in-Charge for building and civil plan review, inspection, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

As-Needed Building Inspection, County of Orange, CA. Principal-in-Charge for as-needed building inspection of residential and commercial building facilities throughout the County.

Building and Safety Services, City of Orange, CA. Principal-in-Charge for provision of interim Chief Building Official services to manage plan check, code interpretation, inspection, and permit counter support.

Transition Services, City of Rancho Santa Margarita, CA. Principal in Charge responsible for leading incorporation activities for newly incorporated City with a population of roughly 48,000. Oversaw multi-faceted consulting involving Building and Safety, Public Works, and Engineering services.





Qualifications of Proposed Staff

Management/Operations, City of Jurupa Valley, CA. Assistant City Manager responsible for oversight of all operations of the City except finance and legal services. This includes: Planning/Community Development, Engineering, Public Works, Building & Safety, Code Enforcement, Development Services, IT, E-government, Inspection, and Counter Services. Under George's leadership, HR Green, Inc. provides all City Engineering, Public Works, Building/Safety and Code Enforcement contract services to the City. HR Green, Inc. was responsible for transitioning all services away from Riverside County. Since the transition, permitting processing costs and inspection fees to applicants has been reduced by 35% (while enhancing services). In addition, we have maintained 100% success rate for on-time plan reviews and inspections; garnered more than \$4 million in grant funding; achieved full cost recovery for departmental services; and delivered 200% more in roadway construction projects. Recently, he oversaw the relocation and consolidation of all city departments under a compressed schedule to a renovated multi-story building which involved major tenant improvements to accommodate all city staff.

Transition Services, Various Southern California Cities. George has transitioned services for 7 cities in southern California. In particular, he has started three newly incorporated cities, including Cities of Jurupa Valley, Rancho Santa Margarita, and Menifee, CA. These transitions have included all services. Those that were not transitioned would be new startups. He is considered an expert in the field of delivering contracted services and how to ensure that agencies optimize and balance in-house and contract support.

He has served in the following roles and/or completed the following projects:

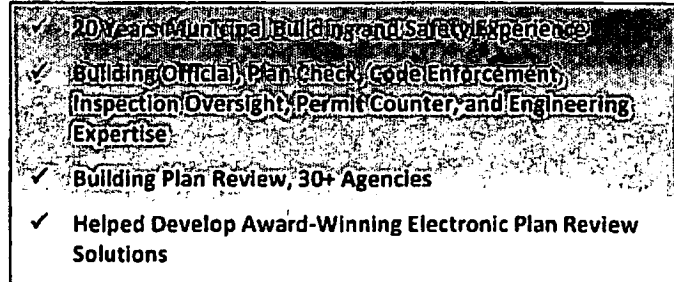
- Building Official, City of Rancho Palos Verdes (oversaw building safety and inspection)
- Public Works Director/City Engineer, City of Rancho Palos Verdes (oversaw public works, engineering, inspection and CIP)
- City Manager, City of Menifee (all city services)
- Assistant City Manager, City of Jurupa Valley (services include Building and Safety, Engineering, Public Works, Inspection and CIP)
- Principal – Various Building & Safety and/or Public Works/Engineering assignments for County of Orange, Cities of Mission Viejo, Laguna Hills, Laguna Niguel, Orange, San Clemente, Manhattan Beach, Hermosa Beach, Redondo Beach, Palos Verdes Estates, Rolling Hills Estates, Rolling Hills, Torrance, Chino Hills, and Corona
- Public Works Director/City Engineer, City of Rancho Santa Margarita (oversaw all engineering, public works and building safety and inspection)
- Interim City Manager, City of Rancho Santa Margarita (all city services)
- Public Works Director/City Engineer, City of Diamond Bar (all engineering and public works)

Qualifications of Proposed Staff

Todd Bailey, PE, LEED AP, CASp Building Plan Reviewer

Education / Registration / Certification

Master of Business Administration
Bachelor of Science, Civil Engineering
Registered Civil Engineer, CA #56425
ICC Certified Plans Examiner (#1042706-60)
LEED Accredited Professional
Certified Accessibility Specialist (CASp-229)



Todd has 20 years of experience in the Architecture/Engineering/ Construction industry encompassing project management, plan review, engineering design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building departments and other regulatory authorities to ensure compliance to adopted Building Code Standards and local ordinances.

Todd has provided plan review services to 30+ jurisdictions as a consultant and spent three years with the City of Concord performing architectural, structural, energy conservation and disabled access reviews for both residential and commercial structures. Todd is also approved as a Delegate Chief Building Official for the California Energy Commission responsible for verifying new power project conformance to engineering construction codes on behalf of the Commission.

His experience includes working with Joint Venture Silicon Valley on the Smart Permits project which helped set the foundation for Internet-enabled local governments in the permitting arena in the late 1990s. He also co-developed award-winning electronic plan review solutions which have reduced process costs and the generation of paper waste.

Project Management / Administration

Served as Delegate Chief Building Official / Engineering Manager for the California Energy Commission on 13 natural-gas fired power projects and one wind power generation facility having a combined valuation of over \$3 billion. Responsible for oversight of plan review tasks and coordination of submittals numbering up into the thousands on these design-build projects. Through implementation of an electronic plan document submittal process, projects realized an approximate 10 percent cost savings for project applicants. Since 2010, he has successfully overseen the electronic review and processing of 5,000+ electronic submittal packages comprising 25,000 + documents using a web-based system.

Electronic Plan Review / Digital Workflow Solutions

Co-developed and successfully implemented electronic workflow initiative to accelerate review and approval of power project design documents for the California Energy Commission (under previous firm). Program featured by Adobe Systems Inc. and received various awards.

Current clients with whom Todd has worked include:

A/E Planning and Engineering, County of Orange, CA. Building Plan Check Engineer for planned developments in the county. Currently, focusing building plan review on the Ranch Plan (Rancho Mission Viejo), County's largest development.

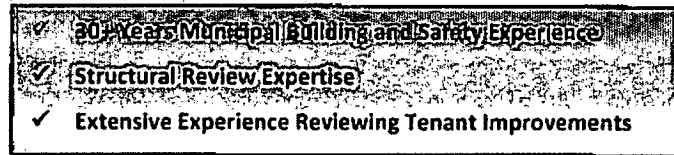
Building and Safety Services, City of Jurupa Valley, CA. Building Plan Check Engineer providing structural, non-structural, Title 24 accessibility, mechanical, electrical, and plumbing plan review services for industrial, commercial, and residential development.

Qualifications of Proposed Staff

Dominic Ma, PE, SE **Building Plan Reviewer**

Education / Registration / Certification

Master of Science, Structural Engineering
Master of Public Administration
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #1920
Registered Civil Engineer, CA #20018
ICC Certified Plans Examiner



Dominic has more than 30 years of experience in reviewing building plans and specifications submitted for building permit applications to assure compliance with adopted building codes and reference standards. His experience includes working for more than 30 years as a plan check engineer for various California cities. Dominic has considerable knowledge of civil engineering and structural engineering principles and practices, California Building Code and Title 24 provisions. His strengths include having the ability to review, analyze and evaluate plans, specifications, engineering reports and calculations; possessing knowledge to identify code deficiencies; and evaluating alternate methods and materials of construction.

Dominic is adept at reviewing plans for adherence to the California Building Code, ASCE 7-05/10, and when applicable FEMA, ASCE 41, NEHRP provisions. In his plan review work, Dominic has regularly reviewed 3-dimensional computer model analyses and has a thorough understanding of dynamic analysis methods. He has experience with base-isolated systems from his time as the plan review supervisor with the City of Oakland. Specifically, he coordinated the review of the following projects.

- The Cathedral of Christ the Light (also called the Oakland Cathedral). A new modern Roman Catholic Cathedral with glass walls 120 ft. high. The \$190 million, 224,000 square foot structure sits on 36 innovative "friction pendulum double-concave bearing isolators," consisting of two facing concave surfaces.
- 2100 Franklin Street. The \$45 million, 245,000 s.f. project is 9 stories high and built with steel frames. Wall on north-west corner is fitted with curved glass panels. To compensate for its slightly smaller than code required width, the interior atrium is equipped with smoke control system to provide fire safety protection for its occupants. Evaluated the alternate materials methods request associated with this design element.
- 100 Grand Avenue. 22 story condominium building, budgeted at \$150 million.
- Oakland Airport (Expansion and interior remodeling). A \$350 million Terminal Improvement Program. This Terminal 2 improvement project used "green building" technology and includes a new concourse with five additional boarding gates and waiting areas; and security and baggage claim facilities.

Additional plan review projects also included:

- Costco (New retail store and building addition)
- Bayfair Mall (Tenant improvements)
- Century 21 Theatre
- Dialysis Clinic
- Bay Area Veterinary Specialists (Pet hospital)
- San Leandro Honda and Nissan
- San Leandro Hospital (Tenant improvements)
- Carlton Plaza assisted living facility
- New Gas Compressor Building, Butte County
- AT&T Rooftop solar Panel Installation, City of San Ramon
- Tilt-up Warehouse Buildings (2), City of Sacramento



Qualifications of Proposed Staff

Tsuyoshi Bunden, PE, SE **Building Plan Reviewer**

Education / Registration / Certification
Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registered Structural Engineer, CA #3508
Registered Civil Engineer, CA #32858
ICC Certified Plans Examiner
SAP / ATC-20 Certified



Tsuyoshi has more than 25 years of engineering experience. He has in-depth experience operating and managing various private, commercial, and public projects and has performed structural plan review on projects of high complexity. His experience encompasses design, evaluation, and retrofit of various types of building and non-building structures using concrete, steel, masonry, wood, and light-gage metal. Of note, he is an expert witness for the California State Board of Registration. He specializes in investigative and forensic engineering and evaluation of structures. His plan review experience includes:

Industrial

- Lodi Energy Center Project, \$500 million valuation, Lodi, CA
- Russell City Energy Center Project, \$800 million valuation, Hayward, CA
- Walnut Creek Energy Park Project, \$500 million valuation, City of Industry, CA

Mixed Use and Multi-Unit Projects

- 1500 N. California Project, Walnut Creek, CA – 4 story residential over 3 levels of concrete podium structure.
- Colonnade, Los Altos, CA – 4 story residential over 2 levels of concrete podium structure.
- The Arroyo, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Walnut Creek Apartments, Walnut Creek, CA – 4 story residential over 2 levels of concrete podium structure.
- Oak Park Village Condominium, Cupertino, CA
- Villa Vasconcellos Senior Housing, Walnut Creek, CA
- Seabright Breakers Condominium, Santa Cruz, CA

Commercial

- New Safeway Supermarket, Los Altos, CA
- New Neiman Marcus Building, Walnut Creek, CA
- New Dick's Sporting Goods Store, Pleasant Hill, CA
- Skywalker Ranch - New Bridge, Marin County, CA

Educational

- Tri-Valley Learning Center, Livermore, CA
- New Montessori School, Livermore, CA

Healthcare

- Marin County Health Campus, Marin County, CA

Structural Design

- Steinbeck National Center, Salinas, CA
- San Mateo Transit Center, San Mateo, CA
- Federal Reserve Bank, San Francisco, CA
- Soledad City Hall, Soledad, CA
- Hollister Japanese Temple, Hollister CA
- CA Dept. of Corrections, Correctional Facility, Delano, CA



Qualifications of Proposed Staff

James Brogan, NCARB, CASp, CBO Building Plan Reviewer

Education / Registration / Certification

Bachelor of Science, Architecture

Architect, CA #C20778

Architect, HI #AR-1096

Architect, NV #1741

Architect, WI #9185-005

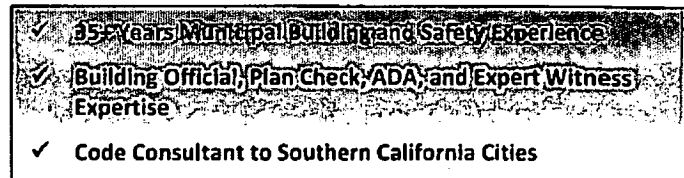
National Council of Architectural Registration Boards, NCARB # 36,223

Council of American Building Officials, CABO Building Official # 687

International Code Council, ICC Plans Examiner #92430-60

California Certified Accessibility Specialist, CASp #053

ACE Certified Expert Witness



Jim brings nearly 40 years of diverse building and safety experience, serving as Building Official, Plan Check Engineer, ADA Coordinator and Expert Witness. He has consulted on construction, building codes, and Disabled Access requirements (both California State Title-24, and the Federal Americans with Disabilities Act). Jim has taught building code, plan review, ADA and Title 24 seminars. Moreover, he has served as an ADA expert, preparing ADA compliance surveys for major hotels, medical office and hospital buildings, recreation facilities, municipal golf course, public parks, office buildings, large residential developments, and Las Vegas hotels and casinos.

Below are specific public agency assignments:

Senior Plan Check Engineer, City of Irvine (15 years)

Building Official, City of Lake Forest (6 years)

Lead Plans Examiner, City of Orange (7 years)

Also served as Building Official for the approval of Alternate Means and Methods per section 105 of the UBC and for granting permit and plan check extensions, as well as ADA Coordinator for City owned facilities.

A/E Planning and Engineering, County of Orange, CA. Building Plan Reviewer for planned developments in the county. Currently, focusing services on the Ranch Plan, County's largest development.

Building Safety Plan Review, City of Jurupa Valley, CA. Building Reviewer for industrial, commercial, and residential development.



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Qualifications of Proposed Staff

Lucian Gunter, RA
Building Plan Reviewer/Inspector

Education / Registration
Bachelor of Architecture
Registered Architect, CA #22358



Lucian has diverse architectural experience on a wide variety of projects, nine years of which have involved architectural, mechanical, electrical, plumbing, fire, fire alarm, life-safety plan review experience for city, university, architectural and private clients. He has an ability to produce a fully code compliant building suitable for permitting/ issuance. He has issued permits at cities and spent time engaged in Building Official duties and responsibilities as well as field reviews and inspections. Lucian has consulted for code reviews on projects totaling over \$2.9 billion in total construction costs within the past 10 years.

Building Plan Review, City of Lake Forest, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements. Some of the projects reviewed included:

- Oakley World Headquarters - New Construction and Facility Upgrades
- Petsmart (Foothill Ranch) - New Construction
- Intertek Testing Agency - Tenant Improvements
- Holiday Inn - New Construction
- Mercedes Benz - Foothill Ranch - New Construction / Renovation
- Saddleback Church - "The Refinery" - New Construction
- Foothill Ranch Community Church - Renovation
- Western Digital - Tenant Improvements
- Albertsons - Tenant Improvements
- Prothero Retail Center - New Construction / Tenant Improvements
- Lakewood Gateway Center - New Construction / Tenant Improvements
- Cal National Bank - Tenant Improvements
- Public Storage - New Construction
- 80 + Restaurants - New Construction and Tenant Improvements (Lucille's / Johnny Carrino's / Red Robin, etc.)
- 30 + Dentist Offices - Tenant Improvements

Building Plan Review, County of Orange, CA. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review, Various California Cities. Building plan review and building permit issuance for new construction, renovation, and tenant improvements.

Building Plan Review and Inspection, University of California, Irvine. Full service architectural services, including campus building plan and specification review and inspections for administrative, research and classroom laboratories, computer and bio-science facilities.

Building Plan Review and Inspection, University of California, San Diego. Full service architectural services, including campus building plan and specification review and inspections for more than \$1 billion in building facilities.

Qualifications of Proposed Staff

Keith Clarke, CBO **Building Plan Reviewer**

Education / Certification

College Coursework

ICBO Certified Building Inspector #10335

ICBO Certified Combination Inspector #11934

ICBO Certified Accessibility Inspector #67514

ICBO Certified Spray Applied Fire Proofing Inspector #76423

AACE Certified Code Enforcement Officer #86534

AACE Certified Housing Enforcement Officer #81040

AACE Certified Zoning Enforcement Officer #78952

IFCI Certified Uniform Fire Code Inspector #60223

IFCI Certified Company Officer Fire Code Inspector # 0126960-69

Orange County Certified Reinforced Concrete Inspector #410

Orange Count Certified Masonry Inspector #410

CABO Certified Building Official #824

National Academy of Code Administration, Certified Professional Code Administrator

State Fire Marshal, Certified Fire Prevention Officer I

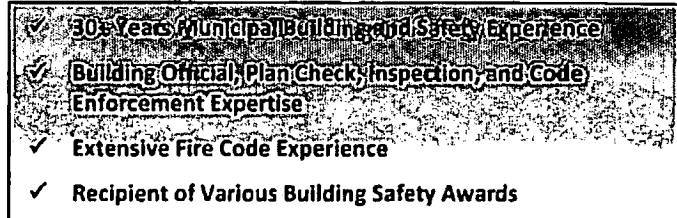
ICS 100 Disaster Preparedness

ICS 200 Disaster Preparedness

ICS 300 Disaster Preparedness

ICS 700 Disaster Preparedness

Licensed General Contractor #731001



Keith brings more than 30 years of diverse building and safety experience, serving as Building Official, Plan Checker, Fire Prevention officer, Code Enforcement Officer, and Inspector for various California cities. His career has included serving in the following positions:

- Director of the Community Improvement Department, City of Costa Mesa
- Building Official, City of Costs Mesa
- Building Official, City of Eastvale
- Building Inspector, City of Corona
- Building Official/Director, City of Corona
- Acting Director of Parks and Community Services, City of Corona
- Building Official, City of Norco
- Deputy Building Official, City of Jurupa Valley
- Project Manager, City of La Habra Heights (construction of a new Fire Station)
- Deputy Concrete and Masonry Inspector, Various California Cities

Awards Received:

Building Inspector of the Year, Citrus Belt Chapter

Building Official of the Year, Citrus Belt Chapter

Lifetime Achievement Award, Citrus Belt Chapter

Building Department of the Year, Citrus Belt Chapter

CALBO (California Building Officials) Building Department of the Year

CALBO, Building Official of the Year

CALBO, Hall of Fame Award





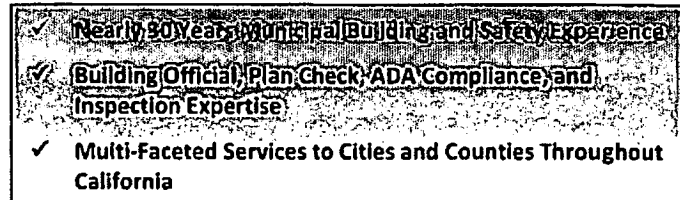
Qualifications of Proposed Staff

Art Castro, CBO, CASp

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Civil Engineering
Building Inspector #087909-B5
Building Plans Examiner #087909-B3
Building Code Official #0847909-B6
Building Official #0847909-CB
Residential Combination Inspector #87909-R5
Nonresidential Energy Plans Examiner #NR-08-06-1B6308-09-3644
Residential Energy Plans Examiner #08-06-1B63
California Access Specialist Program, CASp #330



Art has 27 years of experience in code interpretation, administration, plan review of residential and commercial buildings and building inspections. He has reviewed more than 400 structural plans for more than 20 cities and 4 counties. His experience includes structural evaluation of un-reinforced masonry for seismic hazard reduction program, engineering analysis of wood, reinforced concrete, masonry and structural steel buildings.

Plan Review/Building Inspection, City of Jurupa Valley, CA. Handles on-site Structural and Non-structural plans examination as well as field building inspection activities.

Building Plan Review, County of Orange, CA. Provided on-site, over the counter plan reviews on residential and commercial improvements.

Building Safety Services, City of Claremont, CA. Provided building inspection of residential, commercial and industrial facilities. As interim Building Official shared a detailed fire and structural failure analysis in the public nuisance hearing expounding the danger and public hazard of an existing 200,000 square foot historical packing house. Completed the requirements of ISO Building Certification and Accreditation Grading system which helped earn a high score for the City in the grading system. Performed extensive research for a fee study analysis justifying a 200% increase in permit fees and assisted in code adoptions, annual budget proposals, budget controls, and automation of permit tracking. Resolved building employee grievances and built-up a proactive friendly user staff through positive daily interaction. Coordinated with various City departments, and outside agencies, such as, Engineering, Planning, Finance, Community Improvement, Water Resources, Solid Waste, Police, and Los Angeles County Fire Department to promote unified support of the neighborhood preservation program. Participated in Architectural Design Review session and City Departmental meetings.

Building Official/Senior Plan Check Engineer, City of La Puente, CA. Managed, planned, and organized the daily one stop permit issuance activities. Supervised the field inspection activities in coordination with Code Enforcement and Fire Authority. In-house review of residential and commercial plans in compliance with California Code of Regulations and Local Ordinance.

Building Inspection, City of Monterey Park, CA. Provided building inspection of residential, commercial and industrial facilities to comply with applicable codes and standards.

Building Plan Review, City of Livermore, CA. Plans Examiner performing structural evaluation and non-structural plan reviews. Assisted Building Official with code amendments and structural revisions. Coordinated with permit manager which resulted in an increase of plan check turnaround time from 85% to 96%. Familiarized the use of Sierra/Accela permit tracking system within the department.



Qualifications of Proposed Staff

Akitayo Akiwumi

Building Plan Reviewer/Inspector

Education / Certification

Masters of Science, Mechanical Engineering
Bachelor of Science, Mechanical Engineering
ICC Certified Building Plans Examiner #5116944
ICC Certified Building Inspector
ICC Certified Plumbing Inspector
ATC-20 Certified

- ✓ **15+ Years Municipal Building and Safety Experience**
- ✓ **Building Plan Check and Inspection Expertise**
- ✓ **Services to Cities and Counties Throughout California**

Akitayo has more than 15 years of building safety experience as a plans examiner and building inspector for cities and counties throughout California.

On-Call Building Inspection and Plans Examiner, City of San Ramon, CA. Primarily responsible for conducting residential and commercial architectural, mechanical, plumbing, electrical plan reviews and conventional light frame construction reviews for residential alterations. Performed over-the-counter plan checks, issuing permits, providing code resource service to customers' counter, email and telephone inquiries. Also, performed field inspections as and when needed. Projects worked on included:

- **Tenant Improvements** - Offices, restaurants, stores, warehouses, condominiums, apartment buildings.
- **Single Family Dwellings** - New constructions, additions and remodels.

Plans Examiner, Various Cities and Counties in California. Reviewed residential and commercial architectural (including disabled access), mechanical, plumbing and electrical plans with some basic structural reviews on an "as needed" basis. Advised designers on code issues. Assisted in the training of permit technicians and ancillary staff. Answered inquiries from customers relating to plan checks and other issues. Researched code issues at the request of building departments. Met with architects and designers prior to submittal of projects for review. Projects worked on included the following:

- **Supermarkets/Stores** - Safeway, Marin County; Cost Plus World, Tracy
- **Office Buildings** - Water Resources Building, Petaluma; Civic Center Annex, Daly City; Keiser Permanente, Tracy
- **Parking Garages** - Multi-story parking garages, Petaluma
- **Community Buildings** - War Memorial Community Center, Daly City
- **Apartment Buildings** - Los Spanos Apartments, Rohnert Park; Riverfront Apartments, Petaluma
- **Restaurants** - McDonalds; Starbucks; Taco Bell
- **Tenant improvements** - Offices, restaurants, stores, warehouses, residential homes, apartment buildings
- **Residential Units** - William Lyon Homes projects; Fort Irwin Military Community Housing project; Individual Single Family Dwellings (new, additions and remodels)
- **Cinemas** - Boulevard Cinema, Petaluma
- **Storage Buildings** - RS Storage, Rohnert Park



Qualifications of Proposed Staff

Becky Brewington **Permit Technician**

Education

College courses in environmental planning



Becky brings 33 years of administrative experience, including performing diverse activities at a public counter for agencies. She has been commended for exceptional customer service skills and is familiar with MS Office (typing at 65 wpm), Geographic Information Systems, Land Management System Programs, Deposit Based Fee Programs and Oasis Time Entry Programs.

Permit Counter Services, City of Jurupa Valley, CA. Assisted in the development and implementation of all counter services for the newly incorporated city. Responsible for oversight, management and day-to-day counter services. Familiar with planning, engineering, public works, building & safety and code enforcement services. Issues permits as appropriate over-the-counter. Assigns, tracks and administers the plan review process to assure promised turnaround times. Administers the permit tracking process. Identifies and calculates permit fees and trust deposits on behalf of the city. Designs and prepares handouts. Expertise in handling the GIS system.

Permit Counter Technician/Regional Planner, County of Riverside Planning Department, CA. Reviewed development projects for compliance with department policies and procedures, coordinated project comments from other departments, wrote conditions of approval for projects and presented case at Director's Hearings. Performed field inspections and issued clearances for building permits on commercial and industrial projects. Responded to inquiries from the public regarding zoning, land use and case processing when assigned to the Public Information Counter.

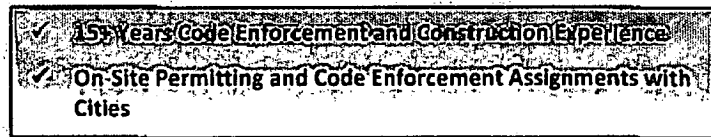
Permit Counter Technician/Land Use Technician, County of Riverside Building and Safety Department, CA. Worked with homeowners, contractors and developers seeking building permits for residential, commercial and industrial projects. This entailed ensuring the proper Planning Department clearances were obtained for issuance of building permits. Responded to inquiries regarding land use and building permit information, and directed customers to the appropriate departments to obtain information, permits and clearances while assigned to the Public Information Counter.

Secretary, County of Riverside Building and Safety Department. Performed general secretarial duties including typing, scheduling meetings, maintenance of the Director's calendar, phone inquiries and mail distribution.



Qualifications of Proposed Staff

Frank Unpingco
Permit Technician/Code Compliance
Officer



Education / Certification
Bachelor of Arts, Corrections
PC-832 Certification

Frank brings more than 15 years of diverse code enforcement, permit counter support, and construction experience for cities in California. He possesses excellent interpersonal skills with a proven ability to develop easy rapport with others while building trust.

Permit Processing and Code Compliance, City of Jurupa Valley, CA. Manages code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, photo log, and issuing and tracking citations. Works counter to process permits and billing entries.

Permit Processing and Counter Support, City of San Ramon, CA. Processed and permitted over-the-counter building applications and accept payments. Answered phones. Provided information regarding basic building code and city ordinances to the public in a timely manner. Maintained customer-friendly environment. Weekend responsibilities included monitoring projects throughout the City, including garage and real estate signs.

Previously, Frank served as a Parking Control Officer in Carson for the Los Angeles County Sheriff's Department.



Qualifications of Proposed Staff

Stacy McCamey

Permit Technician

Education

Proficiency in Microsoft Suite of Applications and
County of Orange APPS System

- ✓ On-Site Administration Assignments Past 8 Years
- ✓ Extensive Support of Orange County and Local Cities
- ✓ Administration Support for Infrastructure and Building Projects Through Project Lifecycle

Stacy has extensive experience in plan review and project administration for public agencies throughout Southern California. Stacy's responsibilities have included plan review administration, picking-up and distribute plans, scanning transmittals, developing correspondence, preparing project documentation, and project filing. Having worked with many municipalities in Southern California, she is extremely familiar with their specific procedures and policies and has knowledge of the local environment.

Rancho Mission Viejo Development (The Ranch) Planning Areas 1 and 2, County of Orange, CA. Coordinated and processed plan check data in the County's APPS software. Collection, allocation, entry, and reconciliation of plan check staff's billable/non-billable hours in County's database ensuring comprehensive records and consultant invoicing. Coordination, distribution, and oversight of plan check drawings and other project documentation making certain review schedules are met.

Plan Check Services, Cities of Lake Forest, Costa Mesa, Yorba Linda, Pomona, Corona, Bell, Menifee, Wildomar, Eastvale, and Temecula, CA. Picked-up and distributed drawings and other project documentation, scanned transmittals, and opened project numbers for plan check projects. Directed applicant coordination of accelerated plan check, including direct invoicing and collection of applicant's fees. In addition acted as a liaison for the City and provided administrative oversight to make certain the review schedules were met.

Project Documentation/Administration, City of Jurupa Valley, CA. Project Controls Administrator/Coordinator responsible for processing sub-consultant invoices, agreements, and file documentation associated with infrastructure and building facilities projects. Reconciliation of client invoicing with project backup (e.g. sub-consultant invoices, project related reimbursables, etc.).

Project Documentation/Administration, City of Bell, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with infrastructure and building facilities projects. Established and maintained filing system for both City departments for current and existing documents, including the archival of documentation per City and State procedures/guidelines. Maintain and coordinate office and field supplies responsible for determining and obtaining supplies/equipment for onsite staff and field crew.

Civic Center and Park Complex, City of Newport Beach, CA. Project Controls Administrator/Coordinator responsible for file documentation associated with construction/project management of the project, including the organization of General Contractor and sub-consultants records. Maintained and coordinated office and field supplies and was responsible for determining and obtaining supplies/equipment for jobsite trailers, onsite staff and field crew. The \$125+ million project included a city hall building, one of the city's largest parks, a 450-space parking structure, and an expansion of the Newport Beach Central Library.



Qualifications of Proposed Staff

Erroll Lawson

Building Inspector

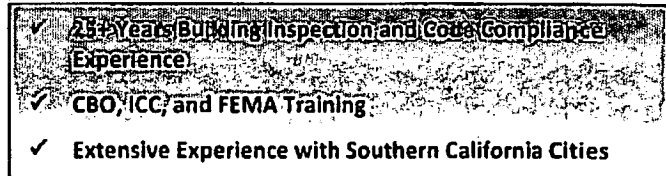
Education / Certification

California Building Official (CBO) Training

International Code Council (ICC) Seminars

FEMA certification from the Emergency Management Institution ICS-300

State of California OSHA Safety



Erroll brings 25 years of experience in performing field inspections and code compliance investigations. He has exceptional knowledge of the various types of building construction, an ability to inspect buildings in accordance with prescribed methods and techniques and interpret land use regulations and building codes, and brings familiarity with various laws and regulations affecting the housing, land use and the zoning areas

Building Inspection, County of Orange, CA. Building Inspector for structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation associated with building structures/facilities tied to the Ranch Plan (Rancho Mission Viejo).

Building Inspection, City of Jurupa Valley, CA. Inspects structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checks the quality of building materials used. Prepares reports on the inspection process, such as any findings and recommendations. Advises owners and builders on construction methods.

Building Inspection, City of Covina, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process such as any findings and recommendations. Advised owners and builders on construction methods

Building Inspection, City of La Habra Heights, CA. Inspected structural, electrical, plumbing, mechanical and other features to ensure compliance with law, codes and regulation. Checked the quality of building materials used. Prepared reports on the inspection process, such as any findings and recommendations. Advised owners and builders on construction methods.

Building Inspection, City of Corona, CA. Conducted thorough inspection of structural, plumbing, mechanical, water, gas, and electrical work to ensure compliance. Prepared reports and correspondence, maintained records, processed and issued permits and minor plan checking. Investigated complaints of violations of codes and ordinances for residential, commercial and industrial property in an assigned geographic area. Assisted building contractors and property owners on use of materials, and building methods to comply with the building code adopted by the local jurisdiction. Coordinated enforcement activities with other agencies. Assisted with processing of abatement orders and reviewed planning applications for enforceability of variances and use permit conditions. Conducted and supervised training sessions for the inspection field staff while acting as a fill-in supervisor. Coordinated and maintained healthy working relationships with the contractors, builders and public. Helped subordinates and the public in understanding the building process by communicating information concisely both verbally and written. Recommended solutions to problems by analyzing the situations and then using logic to resolve them. Performed a number of duties at a time and prioritized the work to ensure that all deadlines were met. Supervised nine field inspectors in the absence of the senior building inspector.



Qualifications of Proposed Staff

Lonnie Partch **Building Inspector**

Education / Certification

College Coursework

OSHPD Certified Hospital Inspector – Class A #A-20711

NITC Medical Gas Inspector, ASSE 6020

ICC/ICBO/UBC/UPC/UMC Legacy: Combination Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector

California Office of Emergency Services, Safety Assessment Program (Evaluator)

- ✓ 27 Years Municipal Building and Safety Experience
- ✓ ICC-Certified Inspector
- ✓ Extensive Experience Throughout Orange County

Lonnie is a certified building inspector with 27 years of experience in the industry. He has demonstrated exceptional responsibility, as well as being diligent and thorough on the job. Lonnie has a successful track record completing projects accurately and on time.

On-Call Building Inspection, City of Irvine, CA. Conducted field inspections on new home production projects. Assigned load of 4-6 project new home builders with 80-90 homes per project at various sites within the city. Field inspections included all phases of remodel home construction, including residential solar installations and commercial inspections (mechanical, electrical, plumbing, and structural) on low to medium rise buildings of various types of construction.

On-Call Building Inspection, City of Orange, CA. Conduct inspections of residential and commercial buildings for compliance to approved plans and Codes.

On-Call Building Inspection, City of Tustin, CA. Conducted field inspections and reviewed building plans and specifications for commercial and residential building projects to ensure compliance with building, electrical, mechanical and plumbing codes. Provided inspection services for a variety of commercial projects (Type II, and V-1hr construction), residential Type V-1hour buildings, multi-family and single-family homes). Served as lead inspector and Inspector of Record at "The District", a shopping center with a value of \$500 million and a combined 1million square feet of retail space, with numerous restaurants, entertainment venues, and three major anchor stores (Target, Lowe's, and Costco).

On-Call Building Inspection, University of California, Irvine, CA. Combination Building Inspector/Inspector-of-Record for \$300 million project, involving three and four story, Type II and, Type V-1hr, student apartment buildings, ranging from 20,000 square feet to over 122,000 square feet, for a total of 62 buildings.

On-Call Building Inspection, Kaiser Sand Canyon Hospital, Orange County, CA. Inspector/Superintendent for \$120 million project. Provided OSHPD and mechanical, electrical, plumbing, and structural inspections for the diagnostics and testing side of the hospital. This included the CT scan lab, MRI lab, and Operating Rooms, Patient recovery, Isolation areas, of the six-story Kaiser Sand Canyon Hospital.

Qualifications of Proposed Staff

Bart Reis **Building Inspector**

Education / Certification

College Coursework
ICC-Certified Residential Building Inspector
B-1 General Contractor License
Rough Framing Certification

✓ 30+ Years Building Inspection and Construction Management Experience
✓ ICC-Certified Inspector

Bart possesses 30+ years of construction inspection and construction management experience on a wide variety of commercial and residential building facilities projects throughout Southern California.

On-Call Building Inspection, City of Jurupa Valley, CA. Conducts field inspections on new residential and commercial building construction and tenant improvement projects. Key housing developers for single family homes have been Lennar (Harvest Village, Del Sol), William Lyon (TurnLeaf), and DR Horton (Wheelock and Mission Estates). Each housing tract has more than 150 homes and has involved the inspection of water and sewer tie-ins to public right-of-way, structural, mechanical, plumbing, roofing, and solar. Inspected the new Walmart Neighborhood store adjacent to City Hall (turnkey tenant improvement including refrigeration system) and two complete tilt-up buildings with solar, footing, concrete panels, mechanical, electrical, and AC systems. Inspected Swift Transportation complex's new office and fueling station, canopy, equipment structure (e.g., natural gas, plumbing, electrical). Inspected tenant improvements for restaurants and residential room additions, pools, block walls, fencing, and re-roofs. Works closely with Code Enforcement Division to handle initial special inspection investigation to assess current building condition to establish compliance with code/permitting requirements for proposed improvements.

Essential Building Facilities, City of Corona, CA. Construction Manager/City Owner's Representative for many years, responsible for overseeing construction of low income housing renovation projects (various apartment complexes in excess of 250 units) near City Hall and construction of three fire stations (5,000+ SF each, encompassing bays for fire engines, sleeping areas, office space, storage, etc.), one police substation improvement, and one police emergency call center improvement (space relocation, electrical, mechanical, plumbing, etc.).

Building Construction, Southern California. General Contractor responsible for plan preparation, bidding, plan submittal to building departments, pulling of permits, coordinating trades, handling all building inspections, working all trades through all phases to project completion. Projects included custom homes, metal buildings, block wall construction, concrete tilt-ups, restaurants, mall remodeling, tenant improvements, strip centers, bank remodels, and from the ground up commercial buildings. New commercial buildings included:

- Ganahl Lumber Company (Anaheim, Buena Park, and Corona locations)
- Pavez Insurance Building, Corona
- Villa Amalfi Restaurant, Corona
- Mobile Modular Corporate Yards, Corona and Mira Loma
- Satellite Receiving Station for United Cable Company, City of Industry
- Concrete Tilt-Up for Can-Fab, Inc., Corona,
- Victor GMC – both new construction and remodel existing buildings

Commercial remodels include:

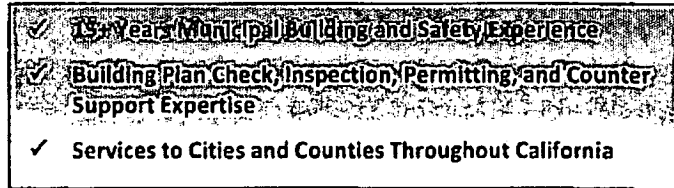
- Ganahl Lumber, Buena Park and Anaheim
- Home Savings Banks - various locations (new vault installation and teller lines)
- Banco Popular, Penguin's Yogurt Shops, and Downey Savings & Loan - various locations
- Tenant improvements for several property management companies

Qualifications of Proposed Staff

Ron Anderson **Building Inspector**

Education / Certification

College Coursework
ICC Certified Building Inspector #0879433
ICC Certified Building Plans Examiner
ICC Certified Electrical Inspector
ICC Certified Mechanical Inspector
ICC Certified Plumbing Inspector



Ron brings 17 years of building plan review (primarily non-structural, tenant improvements, commercial, and minor structural) and inspection (industrial, commercial, and residential) experience for cities and counties in California. He has experience entering inspection reports into various on-line and web-based permit tracking systems.

Building Inspection, City of Jurupa Valley, CA. Senior Building Inspector for residential tracts, commercial tenant improvements, and new commercial facilities. Provides code enforcement and neighborhood preservation services. Has inspected DR Horton Homes development near State Route 60, residential tracts, shopping mall commercial tenant improvements, and minor residential inspections (e.g., water heaters, reroofs, etc.). Also, posts code violations on properties.

Building Official/Inspection, City of Anderson, CA. Building Official and Inspector primarily responsible for field inspections of ongoing projects, plan checking, and permit counter support.

Building Inspection, County of Butte, CA. Combination Building Inspector for field inspections of residential and commercial construction. Focused extensively on inspection of solar photovoltaic projects, up to 2.2 MW in size. Extensive involvement in inspection of steel structures and farm facilities/structures. Also, coordinated special inspection of bolt-tightening tension per approved plans.

Building Inspection, City of Pittsburg, CA. Combination Building Inspector responsible for field inspections of residential and commercial construction, and housing inspections for HUD-funded projects. Inspected William Lyons residential tracts. Inspected 1,000 apartment units and single-family homes involving HUD funding over a two-year period.

Building Plan Review and Inspection, City of Vallejo, CA. Responsible for field inspections and plan review of new and existing residential and commercial construction, including residential alterations and small additions. Trained new inspectors in the field. Possess knowledge and use of engineering "StruCalc" application software in determining wood member spans per ICC chapter 23 code book. Helped to implement new CRW permit processing software system. Handled permit issuance at the counter. Inspected Hidden Brook, a gated golf course community of 3,000+ homes, involving golf course clubhouse, residential homes, and mixed-use facilities. Handled inspection of historic residential and commercial structures citywide. Other projects of note involved a four-story cancer treatment facility and the reuse of Mare Island facilities from military to civilian use (e.g., steel fabrication, light commercial, residential, etc.).

Various Building Construction Projects, Statewide in California. Journeyman Carpenter of new residential, commercial, apartment, retirement center, and school construction. Duties consisted of foundation, floor, wall, roof framing, finish carpentry, as well as single family custom residential homes and steel reinforced gunite swimming pools. Supervised construction crews of up to six workers. Focused work in the East Bay (such as Concord and Oakland) and Marin County.





Qualifications of Proposed Staff

Julie Robbins

Code Compliance Officer

Education / Registration

College Coursework
Certified in Peace Officer Standard
and Training, PC 832, Modules I, II, and III

- ✓ 25+ Years Code Compliance Experience
- ✓ Code Compliance, 10+ Agencies
- ✓ Developed Code Enforcement Education System to Train Code Enforcement Officers Statewide

Julie has more than 25 years of code enforcement experience as a code enforcement officer for cities throughout California. She is proficient in foreclosures, field investigations, computer programs, administrative duties and Code Enforcement tracking systems. She was instrumental in developing the Code Enforcement Education System in place today to train Code Enforcement Officers throughout the State of California in their job functions.

Code Compliance, City of Jurupa Valley, CA. Manages all code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Lawndale, CA. Enforced the Municipal Code for the City. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping; Animal Control duties as required; issuance and tracking of parking citations. Worked with financial institutions, property managers and construction companies to rehabilitate and eliminate blight from properties in poreclosure.

Code Compliance, City of Los Alamitos, CA. Enforced the Municipal Code for the City. Performed general planning and counter duties.

Code Compliance, City of Desert Hot Springs, CA. Participated in implementing a productive program to enforce the Municipal Code, and conducting field inspections and all Administrative support. Helped implement and keep the record keeping and data input for the Code Enforcement cases, making improvements to existing code compliance program.

Code Compliance, City of Manhattan Beach, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments.

Code Compliance, City of Arcadia, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Code Compliance, City of Downey, CA. Enforced the Municipal Code for the City. Handled administrative duties as needed. Worked closely with the Building and Planning Departments. Developed Code Enforcement tracking systems.

Other code compliance clients include the Cities of Rancho Santa Margarita, Irvine, Gardena, and County of Los Angeles.



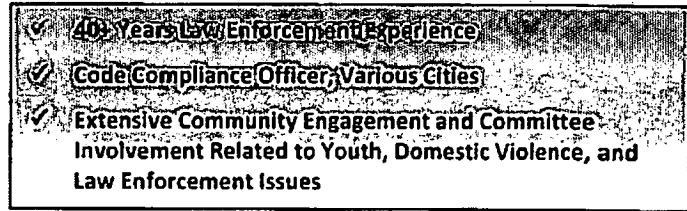
Qualifications of Proposed Staff

Ken Swank

Code Compliance Officer

Education / Registration

Bachelor of Science, Public Administration
California Police Officers Standards and Training
Certification



Ken has more than 40 years of experience in the law enforcement and crime prevention field. Nine of these years have been dedicated to the code enforcement field. Over the years he has been extensively involved in community engagement and outreach. Some of these activities include:

- Los Angeles County Advisory Committee Member on Domestic Violence
- Advisory Committee Member for Prototypes Women Center, City of Pomona
- Staff Member, "Youth & Family Action Committee," City of La Verne
- Member of the "Greater Pomona Valley Youth Alliance"
- Law Enforcement Representative (voting member) to Los Angeles County Children, Youth, and Families Planning Council for Area-3, San Gabriel Valley
- Advisory Committee Member for "Tri-City Mental Health," La Verne, Pomona, and Claremont
- Police Liaison Officer, University of La Verne Student Safety

Code Compliance, City of Jurupa Valley, CA. Coordinates code compliance activity for newly incorporated city, including permit tracking, correspondence, investigations, inspections, and issuing and tracking citations.

Code Compliance, City of Norco, CA. Code Compliance Coordinator for eight years investigating and administering City code violations. Handled permit tracking, and all administrative duties pertaining to the case tracking, including letters and bookkeeping.

Crew Supervision, City of Riverside, CA. Weekend Crew Supervisor responsible for overseeing maintenance activities of work furlough sentenced prisoners.

Police Department Management, City of Cypress, CA. Police Captain responsible for planning, organizing, directing, coordinating, staffing, budgeting and reviewing the general operations of a mid-sized city police department. Previously, served various roles:

- **Lieutenant - Patrol Watch Commander:** Directly responsible for the management, direction and supervision of one of three eight hours shifts, exercising patrol service to the city.
- **Police Captain (Acting):** Temporary appointment by the City Manager to be an associate and fiscal support to the Chief of Police during the hiring stages of a second Police Captain. Planned, directed, coordinated and reviewed the general operations of the police department. Assisted in the preparation and training process for the appointment of a lateral candidate selected to fill this position on a permanent status.
- **Administrative Lieutenant:** Provided overall technical and administrative direction to sworn and non-sworn police personnel assigned to Support Services encompassing the detective, training, public relations, and records bureaus.
- **Police Sergeant:** General police officer supervisory duties included detective bureau supervisor, patrol field supervisor, crime scene management and/or investigator and employee evaluator.
- **Senior Police Officer:** Duties included field training officer, detective investigator, crime-scene evidence technician, traffic accident investigator, dispatcher, community relation's officer, field supervisor, and acting watch commander.
- **Police Officer:** Policing Team Patrol, court filing officer, and racetrack vice officer.

Police Officer, City of La Verne, CA. Served as temporary and fulltime Patrol Officer and Dispatcher



Understanding of City's Needs and Approach

Understanding of City's Needs

The City of Laguna Hills is seeking assistance from a qualified consultant to provide as-needed Building services. The City wants residents and other permit applicants to receive high quality, timely, cost effective, and reliable services from the consultant staff, while complying with City codes and policies.

The selected consultant will provide the functions of the **Building/Safety Division** upon demand of the City. This responsibility includes meeting state mandates to assure all structures meet or exceed the minimum life safety standards of the City's municipal codes, laws, and ordinances. Well-organized procedures for the review of plans and specifications, field check of construction projects, and investigation of substandard structures for abatement will be implemented. The City maintains building counter hours from 1:00 pm to 5:30 pm Monday through Thursday, and 1:00 pm to 5:00 pm on Fridays. Although City staff uses an alternative work schedule (9/80), building counter and inspection services are offered Monday through Friday.

Administration

The Building Official will administer and enforce federal, state, and City laws and ordinances related to the construction, use, and occupancy of every building in the City. Special projects can include, but not be limited to the development and implementation of ordinances, programs, policies, and code adoptions. Our staff will also be committed to providing opportunities to engage with the community through the organization of and participation at community outreach meetings and workshops.

Building Plan Review (as-needed)

Our certified and registered plan checkers will provide the timely and accurate review of all plans submitted for construction when the need arises. The review is essential to assuring compliance with all laws and ordinances relative to construction, use, and occupancy. This service is provided over-the-counter for small projects such as patio covers or swimming pools while more complicated reviews are completed on-site by certified plans examiners with expert back-up by California registered engineers and architects. We are a strong proponent of electronic plan review to facilitate communication and collaboration as well as streamline the turnaround review schedule.

Building Inspections (as-needed)

When City resources are unable to meet the demands of inspection requests, our ICC-certified staff will inspect construction work for compliance with approved plans and laws, ordinances pertaining to construction, use, and occupancy. Our staff is able to provide same working day inspection for all inspection requests received before 6:00 am. All inspections requested by 4:00 pm on any working day will be conducted on the following working day. Our inspection staff is trained to provide building code related compliance.

Public Counter/Permit Issuance (as-needed)

If circumstances dictate, HR Green can provide public counter assistance. Public counter staff members are responsible for the effective and convenient facilitation of permit processing, including over-the-counter reviews; computer generation, processing, and tracking of permit applications; and the subsequent issuance of permits. Consultant staff will monitor that appropriate tools are accessible, functional, and accurate to streamline and enhance the "transactional" process. These elements on searches for building permits and Certificates of Occupancy, and accessing the Business Resource Guide, checklists for Building Permits, other related forms, and Discretionary Review Guide. HR Green can provide this assistance, as needed.

Your Needs and Expectations

- ✓ Cost-effective and responsive service delivery
- ✓ Customer-oriented and qualified on-site staff
- ✓ Stellar and seamless communication
- ✓ Timely reviews and inspections
- ✓ Service with a "personal touch"
- ✓ Proactive public outreach/education
- ✓ Implement permitting/project tracking systems, and other electronic/web-based tools
- ✓ Electronic plan check
- ✓ High productivity
- ✓ Accurate and complete record keeping to deliver timely response, budget, compliance and quality



Understanding of City's Needs and Approach

Code Compliance (as-needed)

If circumstances dictate, HR Green police safety-certified Code Enforcement Officers will respond to requests for service in commercial and residential areas. While most residential code compliance activity involves property maintenance concerns, commercial activity includes property maintenance requests and enforcement of the City's sign regulations. Our goal is to achieve compliance through personal contact and cooperation, rather than through legal remedies.

Our Approach

HR Green will assign highly qualified Building and Safety staff, all of whom have served either as public agency employees or in an on-site, extension of staff role. They must be responsive and flexible, exhibit a high level of customer service, provide timely and cost-effective service, and communicate in a detailed and transparent manner. These positions include:

- ✓ ICC- and CABO-certified **Building Official** with high-level experience and skills in transitioning and successful management of building staff, thorough knowledge of building department policies and procedures, national code development reputation, and partnership with other City departments and outside agencies.
- ✓ Registered **Plan Review Engineers/Architects** and/or ICC and CASp-certified **Plans Examiners** for thorough and timely plan review that complies with applicable codes, ordinances, design standards, and regulatory requirements.
- ✓ Bilingual **Permit Counter Technician(s)**, if requested, to assist the public, answer questions regarding routine building code requirements, issue permits, and coordinate inspections and plan check processes.
- ✓ ICC-certified **Building Inspectors** and Peace Officer-certified **Code Compliance Officers**, if requested, including bilingual proficiency, with broad experience in jurisdictional procedures and the highest commitment to customer service.

Our staffing plan will focused on the following key Issues:

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations. Our personnel will:

- ✓ carry cellular phones (all staff) and iPads (for all field inspectors) for immediate communications and real-time access to your automated permitting system and paperless/electronic templates, reports, data, logs, etc.
- ✓ provide on-site coverage of all Building and Safety positions, as needed

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.



Understanding of City's Needs and Approach

Issue: Alternate Materials, Means, and Methods

Solution: We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, design and methods of construction enhances our ability to solve specific issues that arise in design/construction.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our Building and Safety staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of HR Green's Alternative Service Delivery philosophy is find multi-faceted staff who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- maximize utilization
- minimize staff levels
- reduce costs, paper, and storage
- maximize a paperless office environment
- maintain consistency of service

Issue: Maintaining Clear & Open Lines of Communication

Solution: Maintaining clear and open lines of communication among City staff, permit applicants, developers, engineers, architects, regulatory agencies, and other stakeholders are key to successful program delivery. This includes excellent interpersonal, listening, and problem-solving skills; detailed documentation; insightful progress and staff reports; electronic plan check tools and tracking logs; mastery of your automated permitting system; and building consensus to expedite reviews and approvals while mitigating contentious code compliance issues in a spirit of constructive dialogue and harmony.

Overall Management Approach

All proposed personnel must fit your culture, meet your performance expectations, and be team players. All of our proposed staff members have worked as public agency employees or as on-site extension of city staff, consistently exhibiting these traits and seamlessly blending with agency staff. We will implement a plan that is responsive to your needs, will remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments. For any assignments we will follow the following approach:

City Staffing Needs Assessment

- ✓ Meet with City to determine City's needs, staffing levels, technical requirements, duties/responsibilities, performance expectations, and budget parameters.

Identification, Vetting, and Selection of Proposed Staff

- ✓ Identify candidates that possess the attributes that mirror City requirements.

City Interview (if desired)

- ✓ Establish shortlist of candidates and present to the City.
- ✓ Prepare candidates with requisite background information.
- ✓ Attend interview [HR Green manager with candidate(s)].





Understanding of City's Needs and Approach

Staff Mobilization

- ✓ Train and orient approved candidate(s) before initiating assignment.
- ✓ Provide necessary materials and equipment before assignment.
- ✓ Establish performance benchmarks and communication chain of command.

Measuring Performance

- ✓ Hold meetings with City staff to assess agreed-upon performance parameters.
- ✓ Implement communication protocols with City staff (e-mail, phone calls, etc.).
- ✓ Meet with assigned HR Green staff to identify and address their needs/concerns, share City feedback, review performance, and set goals.
- ✓ Proactively identify and implement measures for corrective action, if necessary.

Completion of Task Assignments

- ✓ Monitor that all documentation is complete per City requirements.
- ✓ Debrief City and consultant staff and document feedback.

"Green" / Paperless Solutions

HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery. Some of these items include, but will not be limited to:

- ✓ Electronic plan check
- ✓ City's permitting software
- ✓ Tracking logs
- ✓ Smartphone and tablet-based inspection report applications
- ✓ Monthly progress reports
- ✓ GIS interface to track data and identify trends in code and permit activity, actions, results

HR Green is a leader in leveraging the power of technology to streamline government transactional business and empower City management and City Council to make sound decisions and priorities. Our staff is proficient in using various software and database systems which include the overlay of data onto GIS mapping layers.

The plan check process we will follow will be managed through our "GreenTReX" plan review and processing program, a formalized and integrated process whereby Technician, Review, and Expert management/quality control functions are consistently implemented on each and every project. HR Green has assigned registered engineers/architects and certified plan reviewers to review plans for compliance with applicable codes and requirements (accessibility, building, structural, non-structural, mechanical, electrical, plumbing, grading, drainage, water quality, Green, etc.)

Understanding of City's Needs and Approach

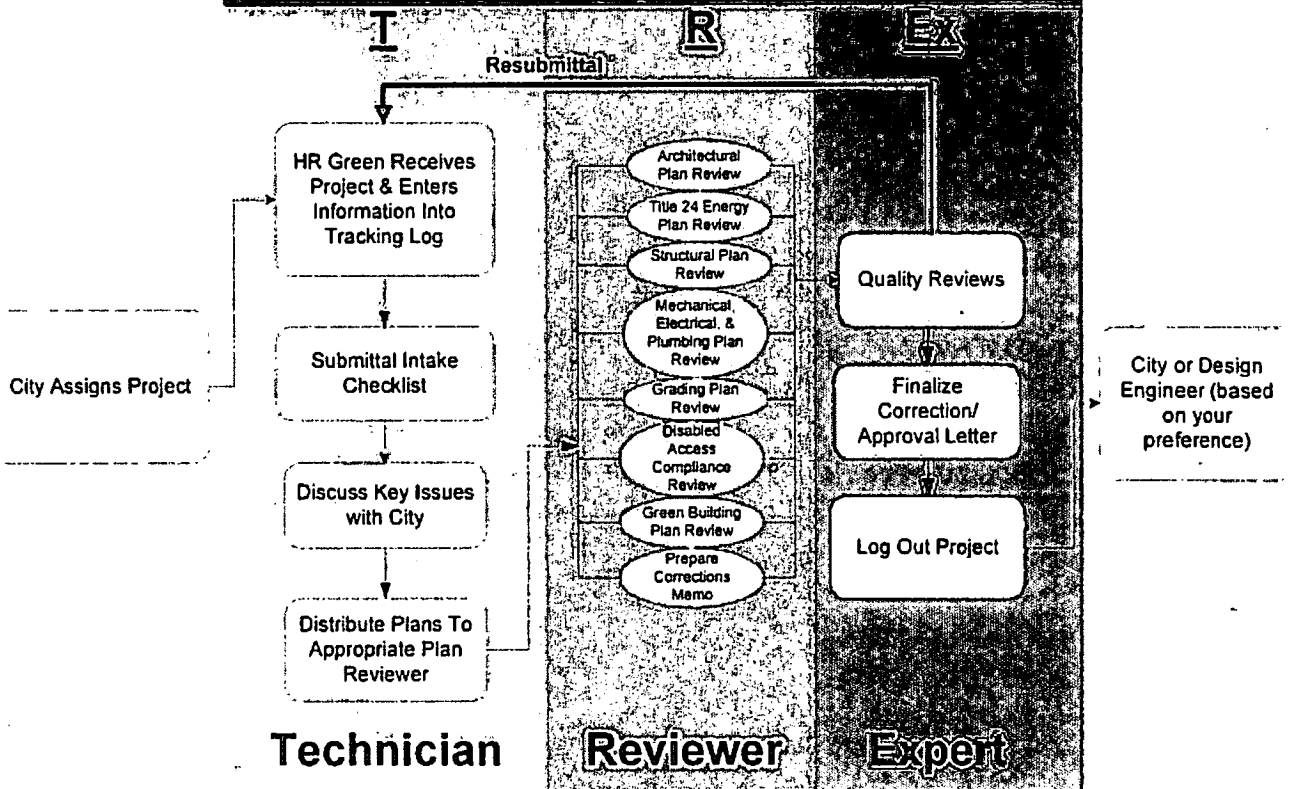


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3.5.c

Green TREX

Plan Review Process



All minor plan review and some intermediate plan reviews can be reviewed over-the-counter at the City as needed. Should the City so desire, plan review will be handled through a paperless electronic plan check/digital commenting process to the maximum extent possible. HR Green shall deliver the following plan check service levels:

Plan Check Service Level Goals		
Type of Job	Turn Around Time First Check	Turn Around Time Recheck
Residential		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days
Commercial		
New Construction	5-10 Working Days (depends on complexity)	3-5 Working Days
Addition **	OTC-5 Working Days	OTC-5 Working Days
Remodel **	OTC-5 Working Days	OTC-5 Working Days



Understanding of City's Needs and Approach

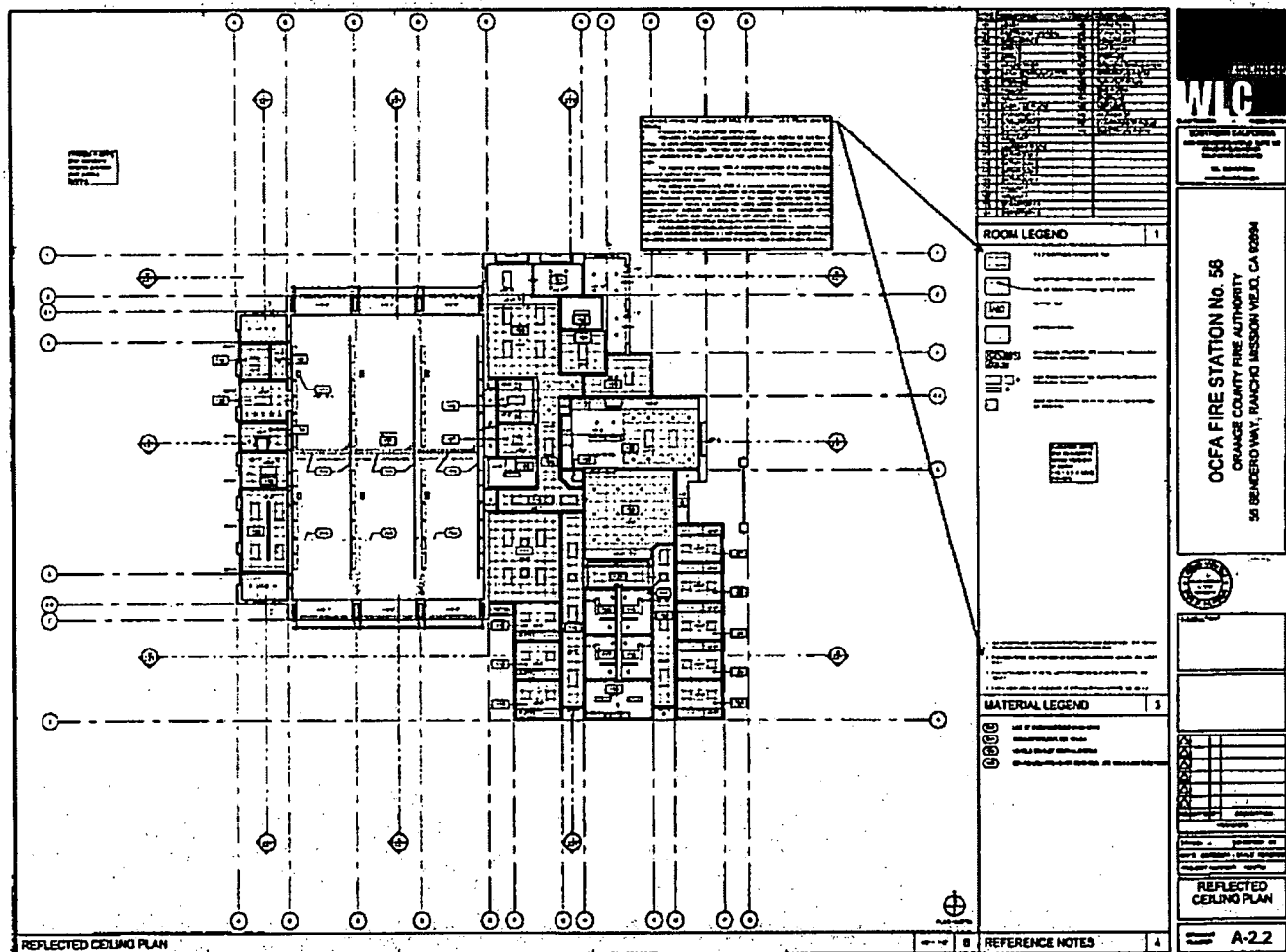
**Building & Safety Plan Check Notes:

1. OTC = Over the Counter
2. Small additions or remodels can be done over the counter or within three (3) working days depending upon the size and complexity of the project and coordination with other agencies and departments.
3. Expedited plan check review within 48 hours for normal 5-10 working days projects (if requested)
4. Plan check review process will provide for an initial plan check, and two additional re-checks under the plan check fees paid at the time of plan check submittal (three plan check rounds total).

Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

Electronic Plan Check/Digital Commenting Sample for Rancho Mission Viejo OCFA Fire Station





Understanding of City's Needs and Approach

Development / Updating of Policies & Procedures

We have provided/enforced the latest adopted building codes and updated ordinances design standards, and procedures, including developing technical review checklists customized to applicable design standards and codes for improvements, special provisions and cost estimates. The checklists incorporate lessons learned from past projects into future projects and are an effective tool for maintaining consistency and conformance during the submittal review process.

Plan Review Tracking Log

A key to maintain close communication is the ability to give the stakeholders status updates on where their projects are in the review process. One tool our QA/QC experts have developed and used successfully for various cities is a tracking log. This can be customized according to your needs.

Report Writing

Our Building Official will prepare staff reports for department heads, city council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meetings with the designated City representative. In addition, we will provide monthly invoicing with detail in the format desired by the City. Below are sample pages from a recent monthly progress report we provided to the Jurupa Valley City Council.



Fiscal Year 2014-15 October Progress Report

Public Works/Engineering and Maintenance
Building Safety/Building and Code Enforcement

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City of Laguna Hills
Building Services

Understanding of City's Needs and Approach



Building & Safety Department Building Division

Key Accomplishments

- Achieved 97% compliance with building plan review turnaround schedule goals this month
- 166 building plan checks reviewed this month (this does not include over-the-counter permits)
- 100% of building inspections completed on time this month / 1,171 building inspections
- 215 building permits issued this month
- 125 building permit applications finalized this month
- Provide status of each applicant deposit account balance within 24 hours of request

Planned Activities

- Upload building permit reports and plan review information to City website to allow applicants to review their status and general public to access standardized reports
- Continue to maintain compliance with turnaround schedules (10 working days for initial review, 5 working days for redchecks, and next working day for inspections)
- Implement e-Government awareness initiative to constituents and development community
- Encourage and expand the use of electronic plan checking
- Investigate opportunity for on-line bill pay for permits
- Investigate opportunity for a self-help kiosk for customers to use at the counter for information and permit applications
- Achieve 97% compliance for plan check turnaround times
- Continue to have 100% of cost of services covered by fees and deposits
- Hold additional code enforcement workshop as necessary

Building Permit Locations Since July 1, 2014



Building & Safety Department Code Enforcement Division

Key Accomplishments

- 166 complaints received this month
- 186 investigations conducted this month
- Assisted the Sheriff's Department in identifying abandoned vehicles on City streets
- Conducted 7 inspections for construction without permits of medical marijuana dispensaries, in conjunction with the Building Department and the Sheriff's Department
- Continued to assist the Sheriff's Department and City Attorney in closing illegal marijuana dispensaries in the City. 6 dispensaries to date have closed, 6 waiting for appeal hearings. \$77,805.80 has been deposited in fees, for appeals and investigations.

Planned Activities

- Continue to identify and conduct construction without permit inspections, at marijuana dispensaries throughout the city
- Continue to assist the Building and Safety Department with abandoned construction projects and identify construction performed without inspections
- Continue to distribute performance surveys to applicants and report results to the City Council
- Continue to provide weekend coverage issuing notices of violation to vendors and identify construction without permits
- Continue to identify illegal tenant improvements in commercial businesses
- Continue to identify illegal marijuana dispensaries in the city

Fire-Damaged Residence

Before



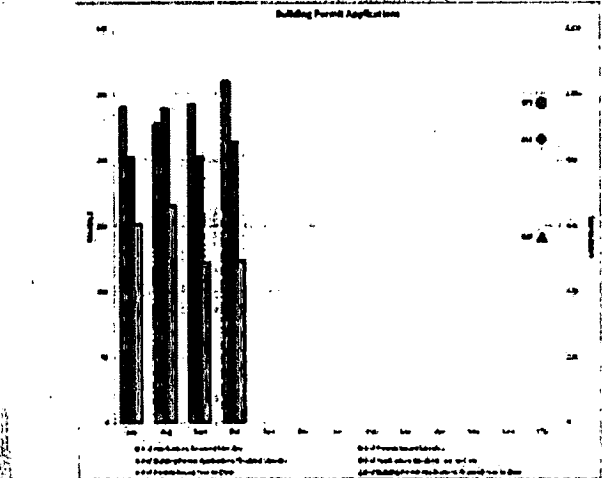
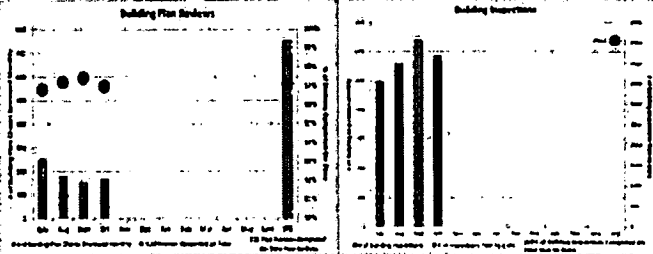
After
(repaired)



Building & Safety Department Building Division

Performance Overview

On page 21 please find charts and graphs that display key performance indicators for the Building & Safety Department, Building Division.



Building & Safety Department Code Enforcement Division

Vendor on Vacant Lot

Before



After
(removed)



Illegal Medical Marijuana Dispensary

Before



After
(vacated)



HRGreen

City of Laguna Hills
Building Services



Understanding of City's Needs and Approach

Building & Safety Department

Code Enforcement Division

Code Inspection Locations Since July 1, 2014



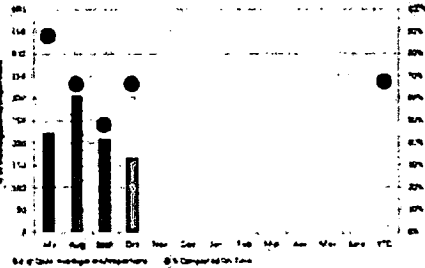
Building & Safety Department

Code Enforcement Division

Performance Overview

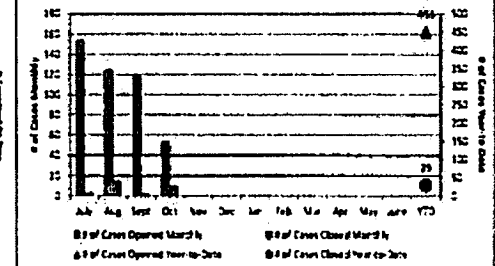
On page 25 please find charts and graphs that display key performance indicators for the Building & Safety Department, Code Enforcement Division.

Code Investigations

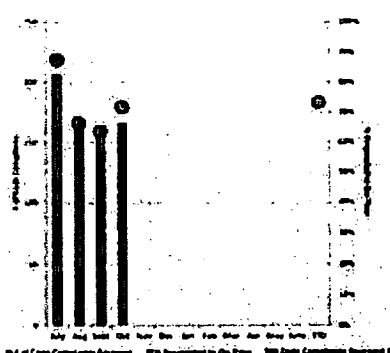


City of Jurupa Valley - Fiscal Year 2014-15 October

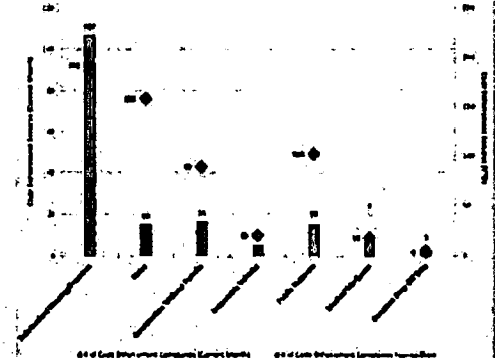
Code Enforcement Cases



Code Complaints & Response



Top Code Enforcement Activities





Description of Proposed Services

Building and Safety services play a critical role to monitor codes and standards that safeguard life or limb, health, property, and public welfare. They regulate and control the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings, structures and certain equipment. Project momentum must be balanced with plans that comply with applicable codes, requirements, and design standards. The various parties need objective reviews from registered engineers and certified specialists coupled with quick turnaround review comments in a seamless manner. Follow-up inspections will monitor compliance with applicable codes and design standards.

HR Green provides a "one stop/single source" solution to process, review, inspect, and approve new construction and improvements. Our Building Safety and Alternative Service Delivery expertise is ideally suited to deliver the highest quality services, at the least cost, with optimal efficiency of staff to meet your permit activity workload. We can provide "green" (paperless) electronic plan review, digital commenting, and tracking solutions, as well as qualified and certified building and safety staff. These tools used by our technical experts can help the City realize significant cost savings, reduce paper, enhance collaboration, provide additional flexibility, deliver professional service, and maintain accountability.

Chief Building Official Services

HR Green is able to provide a Chief Building Official, Reggie Meigs, CBO, responsible for overseeing building inspections, code compliance, abatement, and acts as an official City representative on building-related matters, as needed.

Reggie has 40+ years of comprehensive building safety experience. He has overseen the provision of plan review, inspection, counter, permitting, and code compliance services to more than 35 cities and counties throughout California. He has been a CALBO instructor for courses in the computerization of building departments, Disabled Access and Occupancy Groups. Reggie has also been a member various professional code committees, including the State Fire Marshall's Committee for Residential Care Facilities.

This can include, but not be limited to the oversight of Building Department operations as well as technical code interpretations, such as:

1. Administering the Building Safety operations, overseeing building safety plan reviews, building inspections, counter coverage, and administration on an as-needed basis.
 - Supervise and train persons assigned to the building division;
 - Recommend the hiring and management of employees for the building division;
 - Delegate workload authority and responsibility, and review performance of assigned staff;
 - Advise and recommend departmental policies and procedures;
 - Provide assistance and consultation to the City on matters pertaining to code interpretation, alternate method application, code adoption ordinance review, and similar matters as requested by the City;
 - Generate monthly performance and progress report for Building Safety Division;
 - Communicate and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.

Chief Building Official: Reggie Meigs, CBO Differentiators

- ✓ 40 years building safety management experience
- ✓ Building Official overseeing 100% on-time inspections and 98% on-time plan review turnarounds within the past 18 months for a Southern California city (2,200+ plan reviews and 8,300+ inspections)
- ✓ Building Official, 10+ cities
- ✓ Training Officer for 100+ building inspectors and plan checkers, County of Los Angeles
- ✓ Managed building plan review, counter assistance, and/or inspection for various Southern California Cities
- ✓ Board member, ICC Orange Empire Chapter and California Training Institute for Building Officials



Description of Proposed Services

2. Reviewing plans, arranging and conducting inspections, establishing and maintaining enforcement system on an as-needed basis.
 - Assure that new buildings comply with the Building Code;
 - Assure that existing building structures are not in violation of the Building Code;
 - Establish procedures for receiving applications, conducting plan review, scheduling inspections, and delivering approved and successfully completed projects;
 - Confer with architects, builders and fabricators on construction practices and safety;
 - Provide staff support and direction to various technical advisory boards or committees dealing with the functions of the division.
3. Providing advice/recommendations and actively participate in day-to-day activities, as requested.
 - Recommend changes in codes;
 - Prepare factual, clear, concise, written staff reports concerning the Building Safety Division;
 - Prepare and review divisional budget and make financial recommendations concerning the Building Safety Division;
 - Oversee maintenance of Building Safety records and files, calculate and collect fees for permits and other services provided by the Division;
 - Monitor that daily logs and other reports are prepared for Building Safety Division;
 - Provide periodic technical training to City staff.
4. Performing other duties, as requested.
 - Represent the Building Safety Division with the public, City Council, Planning Commission, and other City departments and external agencies;
 - Investigate complaints relating to zoning and building code violations and takes appropriate measures;
 - Perform additional duties as may be required to discharge duties as Chief Building Official.

Building Plan Review

Our goal is to provide helpful code insight, responsiveness, and collaboration early and often to applicants while leveraging a proven development review process and electronic plan check/digital commenting to maximize efficiencies, promote project transparency, and save time and money.

There must be a coordinated effort and responsibility to review, track and coordinate all related applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, **GreenTREx™**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. Moreover, we recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

1. Plan checks will be completed by ICC, CASP, LEED AP, QSD, and QSP-certified plan reviewers and/or engineers and architects licensed in the State of California.
2. Qualified plan checkers will be available at the City for over-the-counter reviews during business hours through lunch, as requested.

Plan Reviewers' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Registered engineers and architects
- ✓ ICC-certified plan reviewers
- ✓ CASp-certified accessibility and QSD/QSP-certified water quality specialists
- ✓ Electronic plan check expertise
- ✓ Proven track record processing a wide variety of projects (construction type and size)
- ✓ Established relationship reviewing plans of leading developers and developers' engineers
- ✓ Ability to accommodate special plan review needs (expedited/ fast-track, multi-phased, specialty)





Description of Proposed Services

3. The specific tasks, codes, regulations, and ordinances are as follows:

- ✓ **Building Plan Review:** We will provide a thorough architectural review of design drawings and details for compliance with the California Building Code (CBC), 2013 Edition, based on the 2012 International Building Code, and City amendments and policies.
- ✓ **Structural Engineering Plan Check:** Complete structural review of design drawings, details, and calculations for both vertical loads and lateral seismic and wind forces, in accordance with the Title 24 Building Code structural provisions shall be performed by a Registered Professional Structural Engineer. Our staff is familiar with the revised structural lateral requirements of this code.
- ✓ **Title 24 Energy Plan Review:** We provide energy calculation review and field inspection of energy law requirements. Because the energy regulations have been radically modified and continue to change, considerable confusion in the building industry has resulted. We provide a format that is easily understood by both the inspector and the builder facilitating improved field relations and improved quality of the end product.
- ✓ **Mechanical/Plumbing/Engineering Plan Review:** The California Mechanical Code and the California Plumbing Code and any other specifically designated standards, amendments and polices adopted by the City.
- ✓ **Electrical Engineering Plan Review:** Our services include the review of electrical plans to verify compliance with the California Electrical Code (NEC) and City codes. Electrical review to verify energy compliance is included in all projects in accordance with mandates from the State Energy Standards for Non-Residential.
- ✓ **Disabled Access Compliance Review:** Our CASp-certified accessibility specialists will provide comprehensive administration of the Disabled Access Regulations that the Office of the State Architect mandates local jurisdictions to enforce. This applies to both new and existing buildings.
- ✓ **Green Building Plan Review:** Our ICC- and LEED-certified staff will verify compliance with the California Green Building Standards (CALGreen) Code; prepare LEED submittal documentation; provide green building recommendations and consulting, ENERGY STAR verification, efficiency audits, pre-submittal audits and Chain of Custody (COC) certifications. Our staff shall verify green building features against City requirements and/or third-party standards, such as third-party scorecards or checklists for compliance and certification level.
- ✓ **Local Noise Attenuation Ordinance:** Our services include checking to verify that the designer properly addresses both interior and exterior noise intrusion and that the necessary assemblies provide the required degree of sound attenuation, as required by the State of California and the City.
- ✓ **Other Agencies:** We recognize the need to interface with the following agencies during the plan check process, such as Orange County Fire Authority, OSHA, Southern California Edison, Southern California Gas, AQMD, County Assessor and Recorder, State Water Resources Control Board, and Regional Water Quality Control Board.

Description of Proposed Services



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3.5.c

Front Counter Support / Permit Processing

HR Green can, if needed, provide bilingual technicians for as-needed front counter support at City Hall during business hours through lunch. Our services can include, but not be limited to:

- Provide general and technical information to property owners, developers, business owners, residents, the general public and other agencies concerning property development and the permit process.
- Access building, planning and engineering record information by inputting or retrieving information on the department computer; receive and log all permit applications and plan check requests.
- Provide excellent customer service to both internal and external customers.
- Provide over-the-counter plan reviews, as needed.
- Coordinate the scanning and digitizing of plans.
- Assist plan checkers, planners, engineers and inspectors and provide basic information to the public, architects, builders and contractors concerning the permit process.
- Serve as liaison between City inspectors, plan checkers, engineers, planners and contractors, developers and owners; explain applicable code interpretations and plan check comments to the public.
- Provide regular status reports and monthly reports of building and planning permit and inspection performance including: permits issued, fees collected and types of projects for use by staff and outside agencies.
- Maintain active plans and permit records and assist in certain related administrative functions such as research, analysis of codes, etc.
- Examine, check and approve simple construction, commercial, industrial and residential development applications to determine completeness and compliance with standard building and planning requirements including room additions, interior alterations and other minor building proposals.
- Schedule building and planning inspections.
- Provide contractors, builders, developers and the general public with information on various City programs.
- Calculate and collect deposits for various City programs prior to the issuance of permits.
- Respond to outside agency requests for reports on development and building activity in the City.
- Coordinate building permit information with the County and other applicable agencies.
- Prepare file, process permits, post notices and input appropriate information into computer.
- Provide referral assistance to other City Departments or various agencies.
- Provide contractors, builders, developers and the general public with information on the City's Water Quality requirements.
- Process forms, permit applications and plans necessary for business registration including Certificates of Use and Occupancy.
- Respond to inquiries and provide information related to permit procedures, policies and functions.

Permit Technicians' Differentiators

- ✓ All staff have on-site experience delivering same services to cities
- ✓ Bilingual
- ✓ Exceptional customer service skills/ "Can do" attitude
- ✓ Building application and permit processing proficiency
- ✓ Computer proficiency
- ✓ Familiarity working with various land management / permitting software



Description of Proposed Services

- Maintain supplies including permit applications, forms and related documents; requisition additional supplies as required; maintain development assistance forms in lobby.
- Coordinate final inspection clearances from all Departments; determine that all fees have been paid prior to permit issuance and/or occupancy and utility releases; coordinate the microfilming of plans and blueprints for the department.
- Establish, maintain and foster positive and harmonious working relationships with City staff and all those contacted in the course of work.
- Perform related work as required.

Building Inspection

HR Green's ICC-certified and bilingual building inspectors can provide the following field services on an as-needed basis and be assigned to coincide with the City's hours of operation as well as additional hours, as needed:

- Read and study project specifications, plans, and drawings to become familiar with project prior to inspection, ensuring that structural or architectural changes have been stamped as approved by City and recognizing the need for and requiring plan checks for electrical, plumbing, and mechanical code requirements.
- Perform and document inspections on construction projects to determine that all aspects of the project, such as foundations, building, electrical, plumbing, and mechanical systems conform to the applicable building codes, zoning ordinances, energy conservation, green building and disabled access requirements, including known city, county, state, and federal requirements.
- Provide excellent customer service to the public as an extension of City staff. Our certified inspectors are knowledgeable and specialize in on-site problem solving and working closely with property owners through completion of the inspection.
- Identify and document deviations between approved plans and actual field installations.
- Write detailed correction and/or stop work notices, as applicable.
- Proficiently communicate with contractors, architects, engineers, and building owners to provide clear and concise direction.
- Bring to the attention of the City for approval of any changes in building, plumbing, mechanical, electrical, and related work consistent with code and ordinance requirement.
- Provide convenient building inspection appointments with two hour windows to better serve the public.
- Participate in reviews with fire, health, and other government agency inspectors, as well as owners.
- Maintain a record of non-complying items and follow up to resolution of such items.
- Update inspection reports using the City's automated system.

Building Inspectors' Differentiators

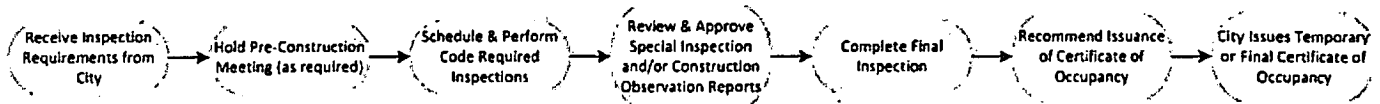
- ✓ All staff have on-site and field experience delivering same services to cities (25+ year average experience)
- ✓ ICC-certified building inspectors
- ✓ Multi-faceted experience to handle inspection, plan check, and counter support
- ✓ Extensive experience working on diversity of project occupancies and types of construction
- ✓ Excellent interpersonal skills
- ✓ Thorough documentation (daily logs, photo documentation, reports)



Description of Proposed Services

Our building inspection activities can be adjusted on fast track projects to provide a high level of coordination specifically suited to the design build concept and to gain compliance with all applicable codes required by the City. Fast track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. We recognize that there are alternate materials and methods of construction that can be used to satisfy and comply with the provisions of the code. Our experience with the use of alternate materials, alternate design and methods of construction enhances our ability to solve specific issues that arise in design and construction.

Building Inspection Process



Inspection Notes

1. All inspections to be completed next working day, if requested by 4 pm
2. Same day inspections will be conducted if called in before 6 am
3. A two-hour appointment window is provided upon request

Proof of Authority

Since HR Green is a corporation, we have included formal proof of the authority of the officer, George A. Wentz, PE, to sign our proposal and bind our corporation. The proof we have included is a corporate resolution.



3.10.c

3.5.c

**HR GREEN CALIFORNIA, INC.
UNANIMOUS WRITTEN CONSENT
BY THE BOARD OF DIRECTORS
TO ACTION WITHOUT A MEETING**

The following actions are taken by the Board of Directors of HR Green California, Inc., a California corporation, by written consent of the Board of Directors, without a meeting, pursuant to Section 307(b) of the California Corporations Code permitting such actions to be taken:

OFFICERS

RESOLVED, that the following persons be and they hereby are elected as officers of this corporation, each to serve at the pleasure of the Board of Directors until the next regular meeting of the Board of Directors (or a written consent in lieu thereof) following the next annual meeting of the Shareholders of this corporation and until his or her successor is elected and qualified, or until his or her earlier resignation or removal:

President:	Steven R. Heyer
Treasurer/CFO:	Michelle Byard
Secretary/Vice President:	Douglas Tholo
Executive Vice President:	James F. Hoving Jason J. Poppen
Vice President:	Richard White Gerald W. Kneeland Walter Hoepfner Dave Raby Rick Cammarata Bill Moran Andy Mrowicki David Dougherty Jim Rasmussen Timothy Hartnett Gil Jones Jim Halverson Andrew Marsh Akram Chaudhry

Attachment: Attachment No. 3 - Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

Proof of Authority



3.10.c
3.5.c

Assistant Secretary/Vice
President/Officer in Charge
of Engineering Practice/ Responsible
Managing Officer, as those terms
are referred to in California Business
and Profession Code Section 6738

Dave Moermond
Steve Sparks

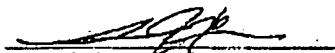
George A. Wentz

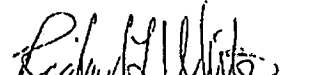
GENERAL EMPOWERING RESOLUTIONS

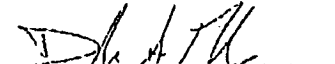
RESOLVED, that the officers of this corporation are, and each acting alone is, authorized and empowered, to perform all acts, including the execution of all documents necessary or convenient to secure the rights, perform the obligations and carry out the duties of this corporation pursuant to such contracts and agreements.

The undersigned, constituting the Board of Directors of this corporation, do hereby consent to
the foregoing actions.

Dated: July 17, 2013


Steven R. Heyer


Richard L. White


Douglas Tholo

Appendix – Exhibit A



3.10.c

3.5.c

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

None

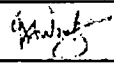
I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 25th day of May, 2013, at Orange

 , California.

Name: George A. Wentz, PE

Title: Vice-President

Signature: 

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

Appendix – Exhibit A



3.10.c

3.5.c

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: TRB + Associates, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

None

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

Signed this 25th day of May, 2015, at San Ramon
California.

Name: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: [Signature]



HRGreen

Appendix – Exhibit A

3.10.c

3.5.c

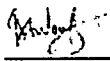


**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of HR Green California, Inc.
(Consultant) 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: George A. Wentz, PE

Title: Vice-President

Signature: 

Date: May 25, 2015

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing

Appendix – Exhibit A

3.10.c

3.5.c

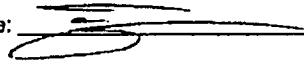


**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of TRB + Associates, Inc.
(Consultant) 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: Todd Bailey, PE, LEED AP, CASp

Title: President

Signature: 

Date: May 25, 2015

Attachment: Attachment No. 3 – Professional Services Agreement with HR Green California, Inc. (1599 : Amendment of an Existing



HRGreen.com

Phone 714.287.2275

Email gwentz@hrgreen.com

1100 Town & Country Road, Suite 1025

Orange, California 92868



September 2, 2015

David Chantarangsu, AICP
Director of Community Development
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

**Subject: Compensation Schedule: Building Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship**

Dear David,

HR Green California, Inc. (HR Green) has attached our revised compensation schedule for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'G. Wentz'.

George A. Wentz, PE
Principal-in-Charge

Attachment: HR Green California, Inc. Compensation Schedule

1100 Town & Country Road, Suite 1025
Orange, CA 92868
Phone: 714.287.2275
E-Mail: gwentz@hrgreen.com

City of Laguna Hills
Building Services



Compensation Schedule

HR Green has provided various compensation options to benefit the City during periods when revenues are high and maintain appropriate consultant staffing levels during low periods of permit activity.

Actual labor hours and staffing levels will fluctuate based on the actual workload or specific staffing levels established by the City of Laguna Hills.

We understand the current annual cap to be \$300,000 for the Building Services contract.

Percentage of Fees Collected

Based upon our review of your Fee Schedules and other available data, we propose a sliding fee structure to provide turnkey Building Services.

Monthly Plan Check Fees Collected	HR Green Compensation Based on % of Fees Collected
< \$100,000	65%
>\$100,000	60%

Notes / Assumptions

1. Plan review services will include up to a third review for approval of the plans. Additional reviews beyond three are completed based on using the applicable hourly rates as final negotiated with the City.
2. There is no additional charge for electronic review / digital commenting.
3. For expedited or fast-track projects, we propose a fee of 125% of the final fees as negotiated with the City.
4. Compensation from the percentage of fees collected model shown above will include all overhead costs and out-of-pocket expenses, except for directly related vehicle costs, which are subject to final contract negotiations with the City.
5. HR Green provides a detailed monthly billing for all services provided. We will work with the City to assure that the invoices are provided in a format acceptable to the City.

City of Laguna Hills
Building Services



Compensation Schedule

Hourly Rate Schedule for Additional Building-Related Services

Classification	Hourly Rate
Principal-in-Charge	\$230
Project Manager/Chief Building Official	\$150
Deputy Building Official	\$135
Senior Building Plan Check Engineer	\$130
Senior Building Plan Checker	\$110
Building Plan Checker	\$95
CASp-Certified Professional	\$125
Senior Building Inspector	\$110
Building Inspector	\$90
Senior Permit Technician	\$70
Code Enforcement Officer	\$80
Administrative Assistant	\$60

Professional Reimbursement and Overtime:

The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). For overtime all employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours. Should subconsultants be utilized, they will be approved in advance by the City and will be billed at the applicable classification rates listed above + 10%.

Expedited Review:

Should the City request expedited reviews, the percentage surcharge for expedited reviews will be 125%.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent (Unless otherwise negotiated with the City) for items such as:

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Subconsultants and other outside services, if needed.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, proprietary programs purchased for the work and other equipment.

Our hourly fees/rates shall remain effective through December 31, 2015 and may be adjusted annually thereafter based on the CPI for Orange County, or as negotiated and agreed to by the City.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC., FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

D. Assignee now wishes to assume all of Assignor's rights, obligations, and interest in the Agreement and requests City's consent and authorization to the transfer and assignment of the Agreement to Assignee.

E. Accordingly, City, Assignor, and Assignee desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

1. Assignment. As of the effective date of this Assignment, Assignor hereby assigns all of the rights, title, interests, liability, burdens, and obligations of Assignor under the Agreement.

2. Assumption. As of the effective date of this Assignment, Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Assignor under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement, and to be subject to all the terms and conditions thereof.

3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4. Notice Address. The Notice Address of Assignee described in Section 10.2 of the Agreement shall be:

Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

5. Counterparts. This Assignment may be signed in multiple counterparts, each of which shall constitute an original.

6. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

CITY OF LAGUNA HILLS, a California
municipal corporation

HR GREEN CALIFORNIA, INC., a California
Corporation

Bruce E. Channing,
City Manager

By: George A. Wentz
Its: Vice President

Attest:

(SEAL)
Melissa Au-Yeung,
Assistant to the City Manager/ City Clerk

HR GREEN PACIFIC, INC., a California Corporation

Approved as to form:

By: Roy F. Stephenson
Its: Vice President

Gregory E. Simonian,
City Attorney

Ken Rosenfield

From: Ken Rosenfield
Sent: Tuesday, December 19, 2017 4:37 PM
To: Stephenson, Roy; Roy Stephenson (roy.stephenson@roadn
Cc: Bruce Channing; Don White; David Chantarangsu
Subject: HR Green Reassignment

*Sandy
For your file
the*

Hi Roy,

We have concluded that the HR Green reassignment request to HR Green Pacific, Inc., a California Corp., will require an Amendment to each of your Professional Service Agreements (PSAs). HR Green has two PSAs with the City and two amendments will be prepared by the City Attorney's office. I anticipate scheduling this matter for a Consent Calendar action by the City Council soon after the first of the year. I will send you the Amendments for execution as soon as I have them.

Sincerely,

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



City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
(949) 707-2655

1-23-18 CCatg.

NAK


HRGreen
CALIFORNIA

> 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879

Main 855.900.4742 + Fax 855.641.5877

> HRGREEN.COM

December 6, 2017

Bruce E. Channing
 City Manager
City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

Dear Mr. Channing,

As we have previously discussed, HR Green Pacific Inc. was established as a California corporation to provide engineering and consulting services particularly tailored to the needs of public sector clients. HR Green California, a separate California corporation in the Green Companies family, is focusing their future service offerings in private and construction markets. HR Green California has accepted an offer from HR Green Pacific to assign the existing contract between HR Green California and the City of Laguna Hills to HR Green Pacific, along with all of the rights, obligations, and interest therein. This assignment to HR Green Pacific will be effective upon signatures.

We respectfully request your signature to acknowledge receipt of HR Green Pacific's enclosed Certificate of Insurance and W-9. Should there be any additional documentation required for your records, please inform us at your earliest convenience.

HR Green California, Inc.

Signature

George A. Wentz, PE
 Vice President

HR Green Pacific, Inc.

Signature

Roy F. Stephenson, PE
 Manager Local Government Services

City of Laguna Hills

Signature

Bruce Channing
 City Manager



CITY OF LAGUNA HILLS

City Clerk

January 25, 2018

HR Green Pacific, Inc.
Mr. George A. Wentz, P.E.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

Re: Assignment and Assumption Agreement Relating to the 2015 Professional Services Agreement between the City of Laguna Hills and HR Green California, Inc., for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services

Dear Mr. Wentz:

The City Council of the City of Laguna Hills at its regular meeting held on January 23, 2018, approved the Assignment and Assumption Agreement for On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services.

Enclosed is your copy of the fully executed Agreement.

Thank you for your cooperation. If I can be of further assistance, do not hesitate to call me at (949) 707-2635.

Sincerely,

MELISSA AU-YEUNG
Assistant to the City Manager/City Clerk

Enclosures

cc: Community Development Director
Public Services Director/City Engineer

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC. FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN, PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

D. Assignee now wishes to assume all of Assignor's rights, obligations, and interest in the Agreement and requests City's consent and authorization to the transfer and assignment of the Agreement to Assignee.

E. Accordingly, City, Assignor, and Assignee desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

1. Assignment. As of the effective date of this Assignment, Assignor hereby assigns all of the rights, title, interests, liability, burdens, and obligations of Assignor under the Agreement.

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3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4. Notice Address. The Notice Address of Assignee described in Section 10.2 of the Agreement shall be:

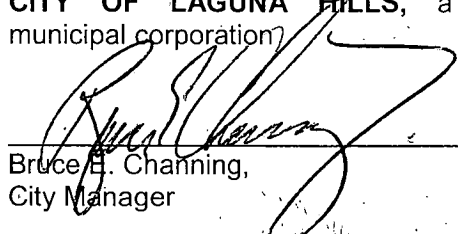
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HR Green Pacific, Inc.
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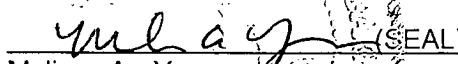
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CITY OF LAGUNA HILLS, a California
municipal corporation



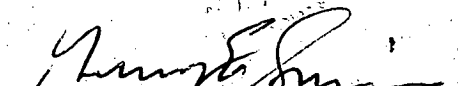
Bruce E. Channing,
City Manager

Attest:

 (SEAL)

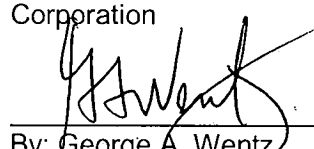
Melissa Au-Yeung,
Assistant to the City Manager/City Clerk

Approved as to form:



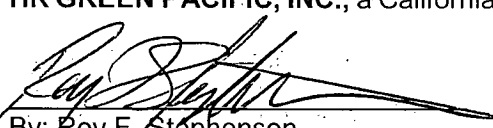
Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation



By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation



By: Roy F. Stephenson
Its: Vice President

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC., FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
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B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

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E. Accordingly, City, Assignor, and Assignee, desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

ASSIGNMENT AND ASSUMPTION

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2. Assumption. As of the effective date of this Assignment, Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Assignor under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement, and to be subject to all the terms and conditions thereof.

3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

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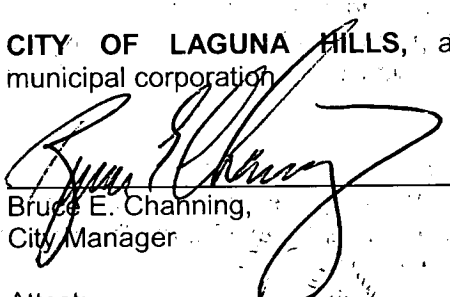
Mr. George A. Wentz, P.E.
HR Green Pacific, Inc.
1260 Corona Pointe Court, Suite 305
Corona, CA 92879

5. Counterparts. This Assignment may be signed in multiple counterparts, each of which shall constitute an original.

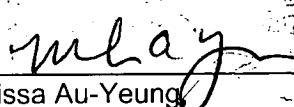
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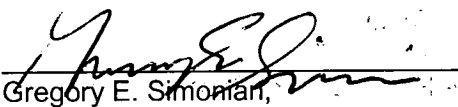
CITY OF LAGUNA HILLS, a California
municipal corporation


Bruce E. Channing,
City Manager

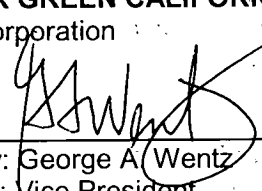
Attest:

 (SEAL)
Melissa Au-Yeung
Assistant to the City Manager/ City Clerk

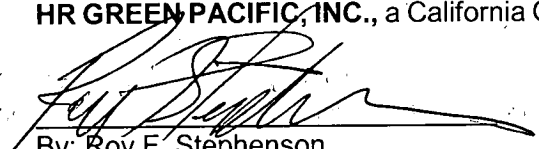
Approved as to form:


Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation


By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation


By: Roy F. Stephenson
Its: Vice President

CITY OF LAGUNA HILLS



MEMORANDUM

DATE: May 10, 2016

TO: Bruce E. Channing, City Manager

FROM: Melissa Au-Yeung, Assistant to the City Manager

SUBJECT: Financial Disclosure for Consultants

Attached are the Financial Disclosure for Consultant forms, which has been completed for **HR Green** and **Moore Iacofano Goltsman, Inc.**

Please review the forms, complete the portion for the City Manager, and return to me.

Thank you!

Attachment

5/15/18
Please note the
current Building
Official is
Paul Armstrong
who does file
a 700 with the City

3.10.c

CITY OF LAGUNA HILLS
Financial Disclosure for Consultants

DATE: December 29, 2015
TO: David Chantarangsu, Community Development Director
FROM: Melissa Au-Yeung, Assistant to the City Manager
SUBJECT: HR Green California, Inc.

Services rendered to City:

Building Services - Inspection / Plan Check / Building Official

Estimated duration of services:

Three years

Services to be completed on:

Aug. 31, 2018

Individual Consultants (Using the descriptions below to make a determination, list each individual, their title, the services rendered, and your suggested disclosure number.)

Name	Title	Services Rendered	Disclosure
Reggie Meigs	Building Official	Building Official	3
Steve Steffington	Inspector	Building Inspection	1
Don Anderson	Inspector	" "	1

Disclosure No. 1	Disclosure No. 2	Disclosure No. 3
Consultant is performing a limited and specialized function, not involving recommendations or advice. Accordingly, it is unlikely a conflict will arise. No disclosure required.	Consultant is performing a function or service which involves recommendations or advice, but there will be intervening substantive review by City staff or other City-retained consultants before submission to the City Council. Accordingly, it is unlikely a conflict will arise. No disclosure required.	Consultant is performing a general service for the City. There is a substantial likelihood that the consultant's work product will be presented to the City Council without significant revision or independent review by City staff or other City-retained consultants. As a result, consultant shall be subject to Disclosure Categories I, II, and III of the City's Conflict of Interest Code.

For City Manager Use Only (for Disclosure No. 2 & 3 only)

Disclosure Determination 1 2 3

Dated this day of 2015

[Signature]
Bruce E. Channing, City Manager

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person, possibly a saint or a historical figure, seated and holding a book. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top of the seal, and "1991" is at the bottom. The seal is rendered in a light, faded style in the background.

Attachment No. 4 Assignment and Assumption Agreement

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2015 PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
HR GREEN CALIFORNIA, INC. FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING, BUILDING & SAFETY,
CIVIL PLAN CHECK, BUILDING CODE COMPLIANCE, AND
BUILDING INSPECTION CONSULTING SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 23rd day of January, 2018, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), HR GREEN CALIFORNIA, INC., a California corporation (hereinafter "Assignor"), and HR GREEN PACIFIC, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Assignor previously entered into that certain professional services agreement dated September 8, 2015, which is entitled, Professional Services Agreement (On-Call Professional Civil Engineering, Building & Safety, Civil Plan Check, Building Code Compliance, and Building Inspection Consulting Services), for a contract term of three (3) years commencing on September 8, 2015, and ending on August 31, 2018 (the "Agreement"). The Agreement provides the City with the unilateral option, at its sole discretion, to renew and extend the term of the Agreement for no more than two (2) additional one-year terms.

B. By way of written correspondence dated December 6, 2017, Assignor and Assignee notified the City that Assignee has been established to provide engineering and consulting services tailored to public sector clients, whereas Assignor, a separate corporation in the Green Companies family, is focusing its services to private and construction markets. Therefore, Assignor has accepted an offer from Assignee to assign the existing contract between Assignor and City to Assignee.

C. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement.

D. Assignee now wishes to assume all of Assignor's rights, obligations, and interest in the Agreement and requests City's consent and authorization to the transfer and assignment of the Agreement to Assignee.

E. Accordingly, City, Assignor, and Assignee desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

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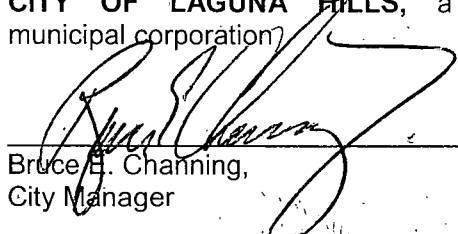
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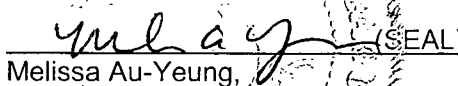
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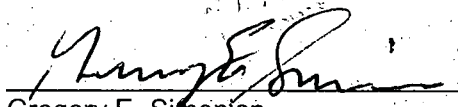
Bruce E. Channing,
City Manager

Attest:

 (SEAL)

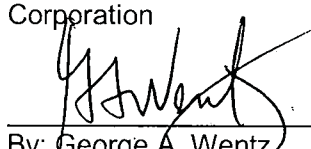
Melissa Au-Yeung,
Assistant to the City Manager/City Clerk

Approved as to form:



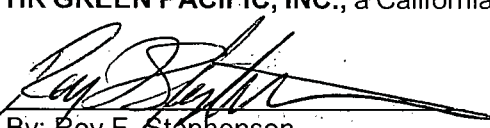
Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation



By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation



By: Roy F. Stephenson
Its: Vice President

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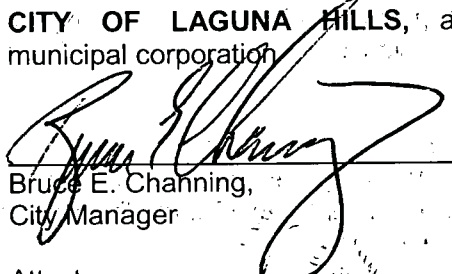
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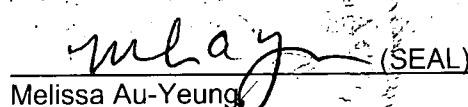
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municipal corporation


Bruce E. Channing,
City Manager

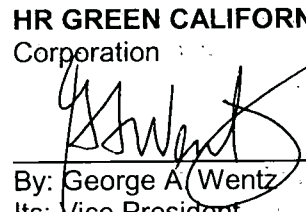
Attest:

 (SEAL)
Melissa Au-Yeung
Assistant to the City Manager/ City Clerk

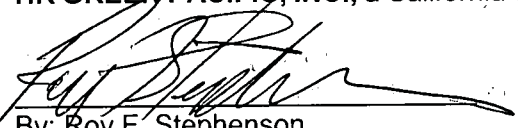
Approved as to form:


Gregory E. Simonian,
City Attorney

HR GREEN CALIFORNIA, INC., a California
Corporation


By: George A. Wentz
Its: Vice President

HR GREEN PACIFIC, INC., a California Corporation


By: Roy F. Stephenson
Its: Vice President



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for February 12, 2019, Regular Meeting

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

ATTACHMENTS:

- 190212 PA Minutes

Recommendation: That the City Council approve the Agreement with the County of Orange for Prosecution Services and Authorize the Mayor to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

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 7:35 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 JANUARY 22, 2019, REGULAR MEETING

4.3.1 Approval of Minutes for January 22, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the January 22, 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 at 7:36 p.m. and, acting in capacity as Director, convened the Public Improvement Corporation (PIC) Meeting. Mayor Gilbert reconvened the City Council Meeting at 7:37 p.m. All Council Members were present.

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.

6.2. Deputy City Manager/City Clerk

6.2.1 City Council "Other Agencies" Appointed Representatives

The City Council made the following changes to the "Other Agencies" Appointed Representatives list:

Appointed Council Member Wheeler and Council Member Pezold to serve on the Audit Committee.

Appointed Council Member Pezold to serve as the Representative to the OC Public Libraries – Library Advisory Board.

Appointed Council Member Pezold to serve as Member to the South Orange County Watershed Management Area Executive Committee and Council Member Wheeler to serve as the Alternate.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: March 12, 2019

TO: Mayor/Chair and Council/Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: 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

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 a Joint Resolution entitled: “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 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.

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.

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.

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).

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

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

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:

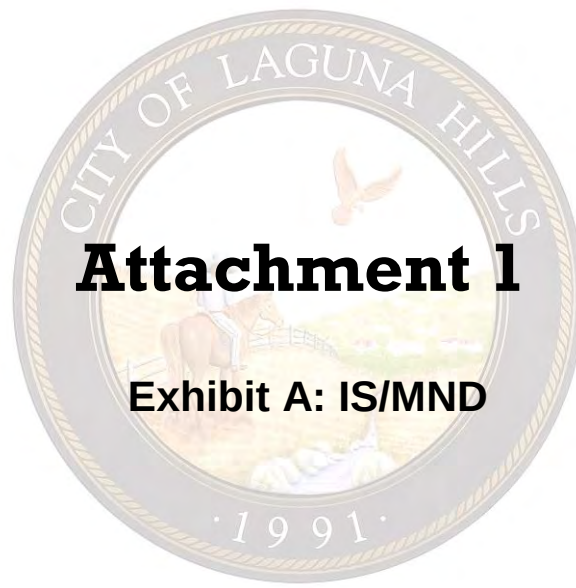
AYES:

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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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

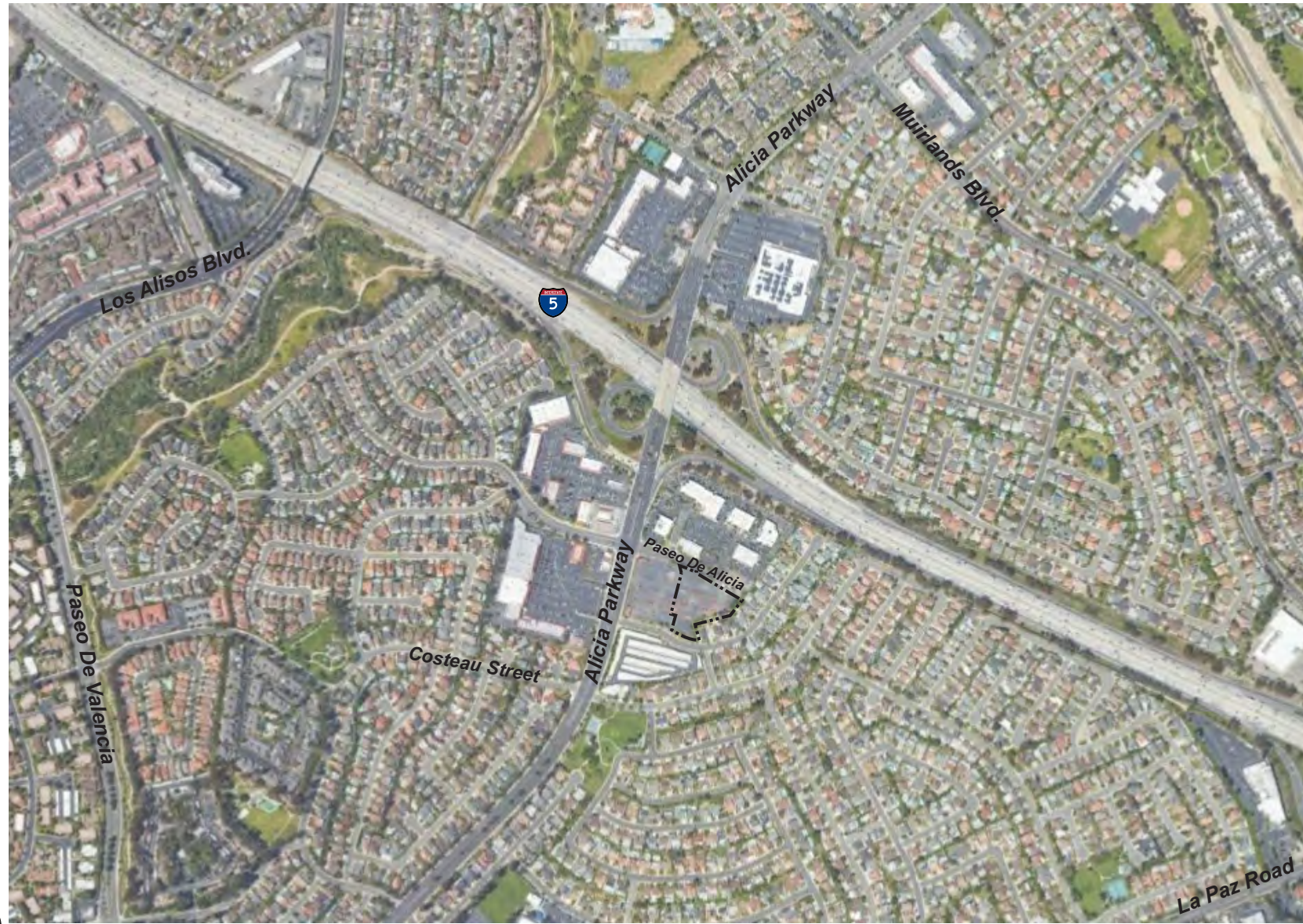
The proposed ActivCare Laguna Hills Residential Care Facility for the Elderly Project (Project), including all proposed facilities, on- and off-site supporting improvements, and associated discretionary actions comprise the Project considered in this Initial Study/Mitigated Negative Declaration (IS/MND).

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.



NOT TO SCALE

Source: Google Earth; Applied Planning, Inc.

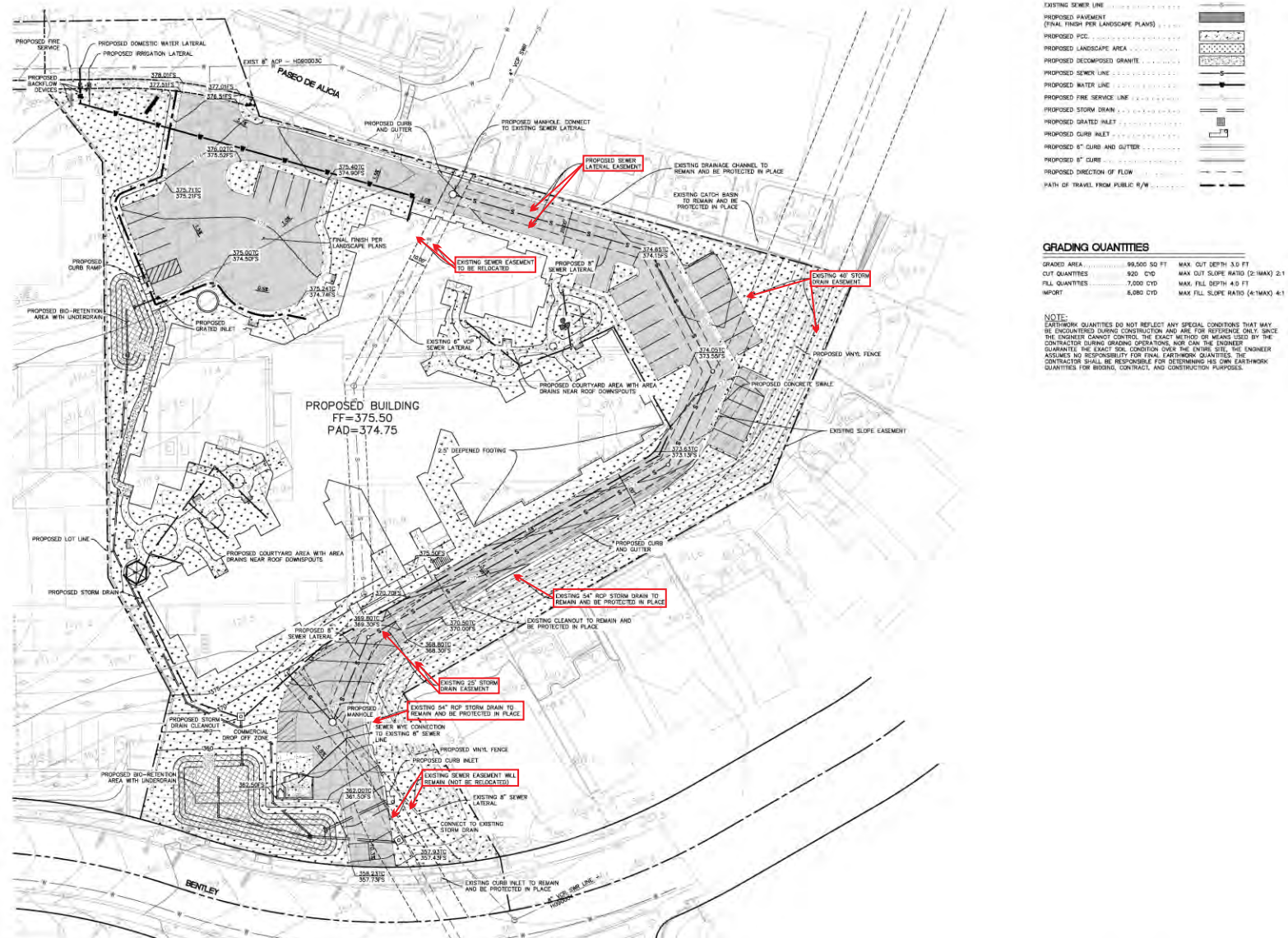
----- Project Site Boundary

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.



NOT TO SCALE

Source: Google Earth; Applied Planning, Inc.



NOT TO SCALE

Source: Google Earth; Applied Planning, Inc.

----- Project Site Boundary

Figure 2.3-2
Existing Land Uses

2.3.2 LAND USE DESIGNATIONS

2.3.2.1 General Plan Land Use

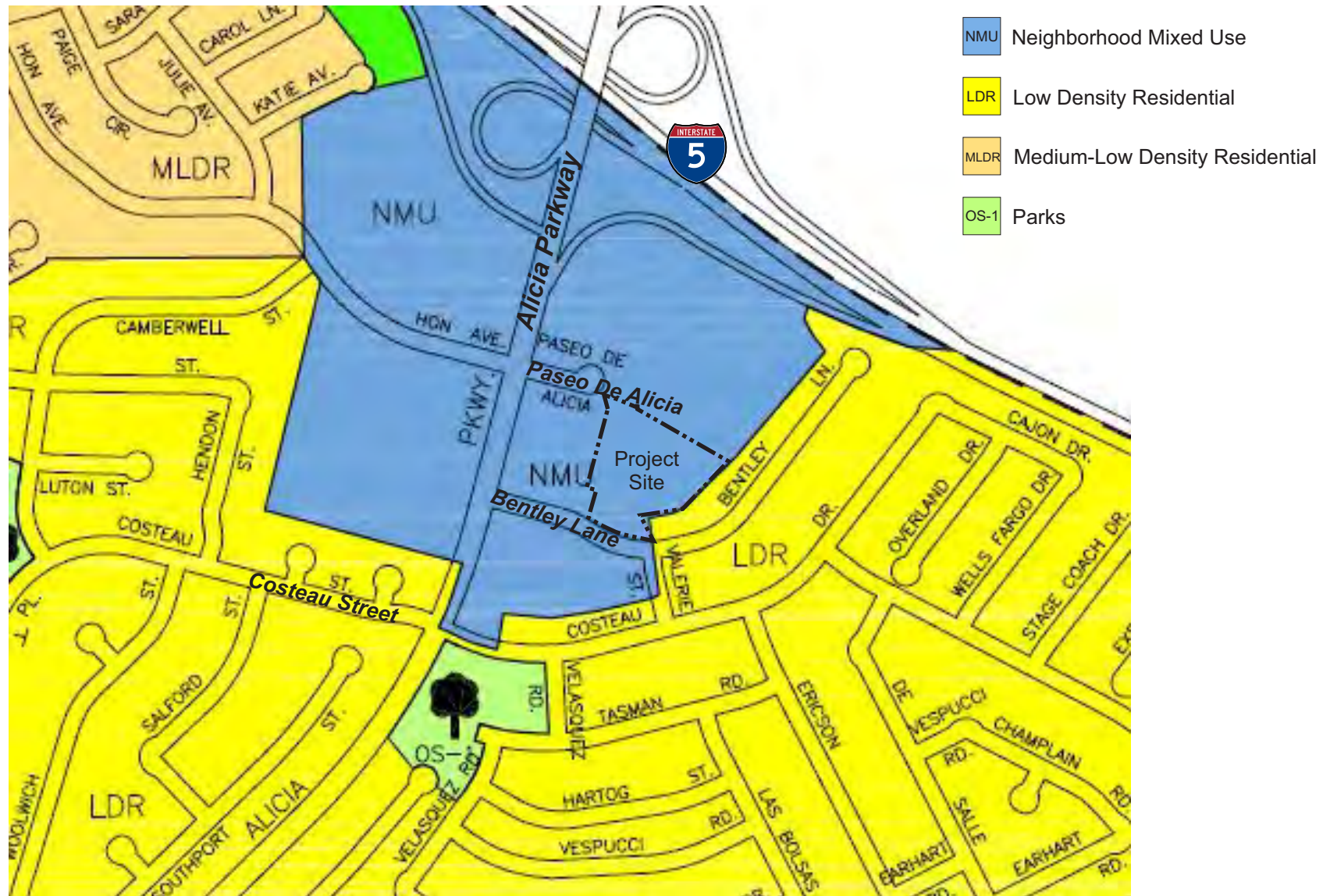
Project site and vicinity General Plan Land Use designations are presented at Figure 2.3-2. The City of Laguna Hills General Plan Land Use Map identifies the Project site as “Neighborhood Mixed Use.” The Neighborhood Mixed Use Land Use designation is intended to accommodate a variety of uses including: “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.





NOT TO SCALE

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

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

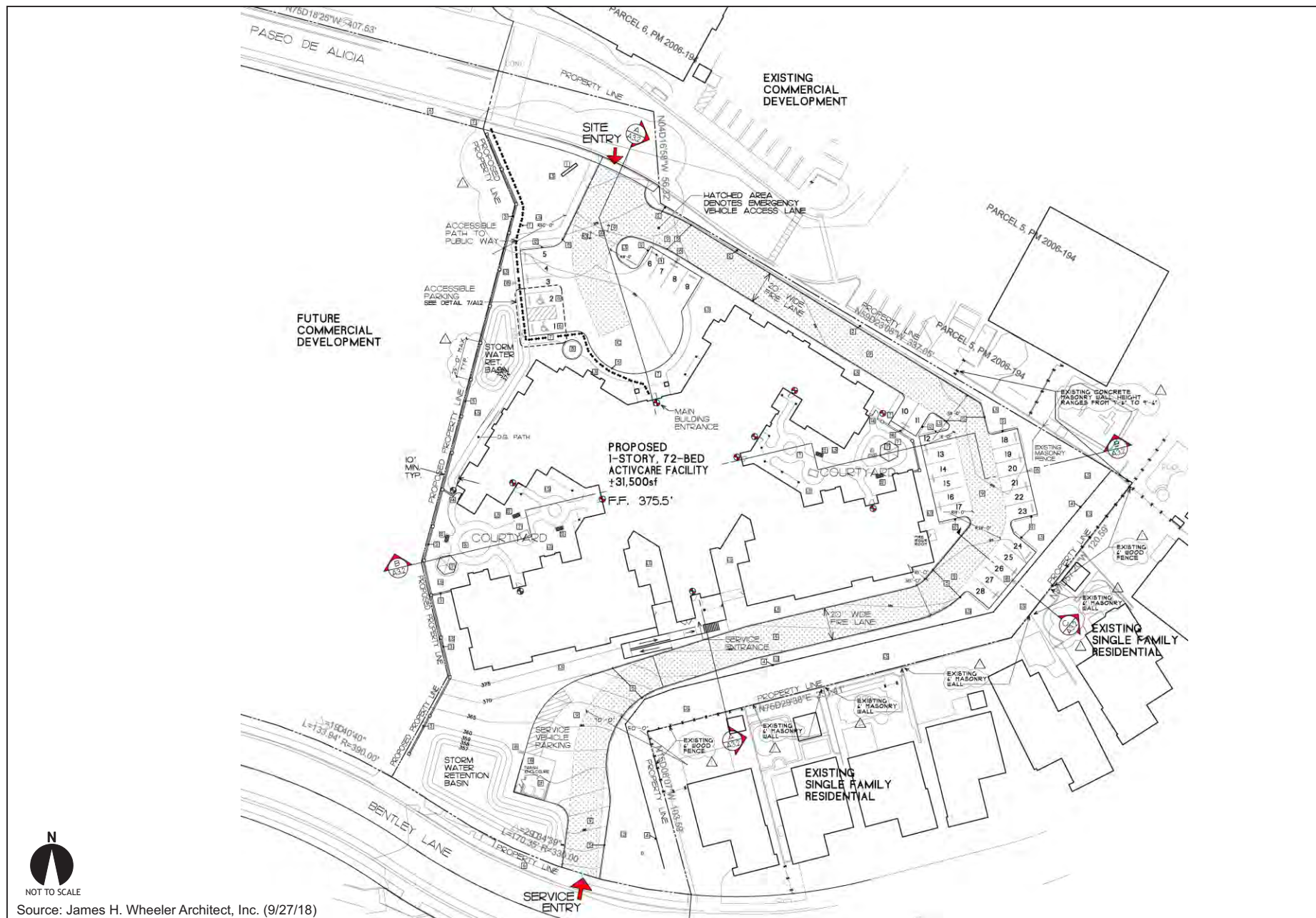
2.4.2.1 Site Plan

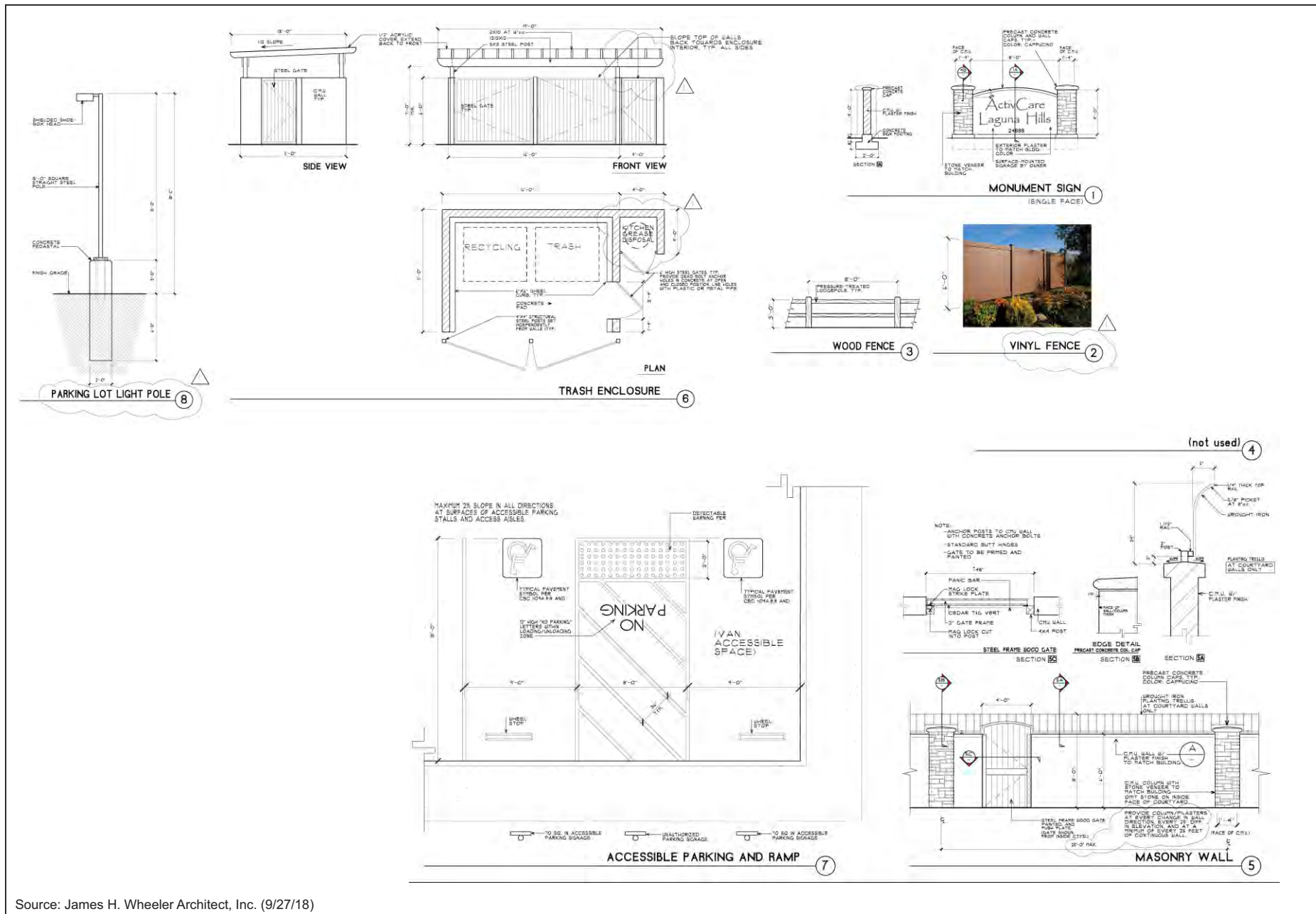
The Project Site Plan Concept is presented at Figure 2.4-1. The proposed 72-bed RCFE building (building) would be centrally located in the Project site. The approximately 31,500-square-foot building represents a floor-to-area (FAR)/lot coverage of approximately 29 percent.² The Project in total would 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.





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

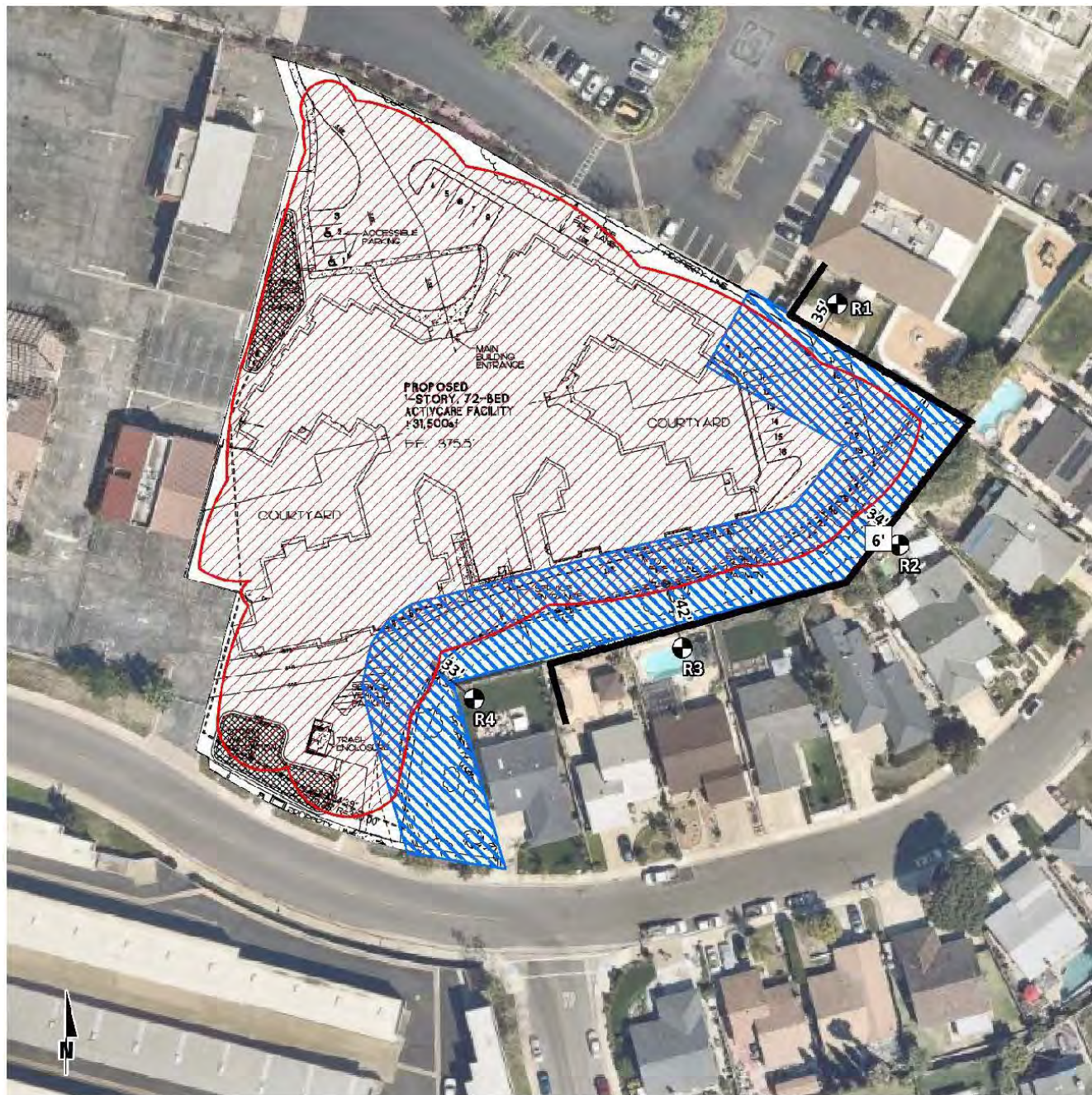
Receiver/Description	Distance to Project Site
R1/Guidepost Montessori School	35'
R2/Residential	34'
R3/Residential	42'
R4/Residential	33'

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
-  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.

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*.

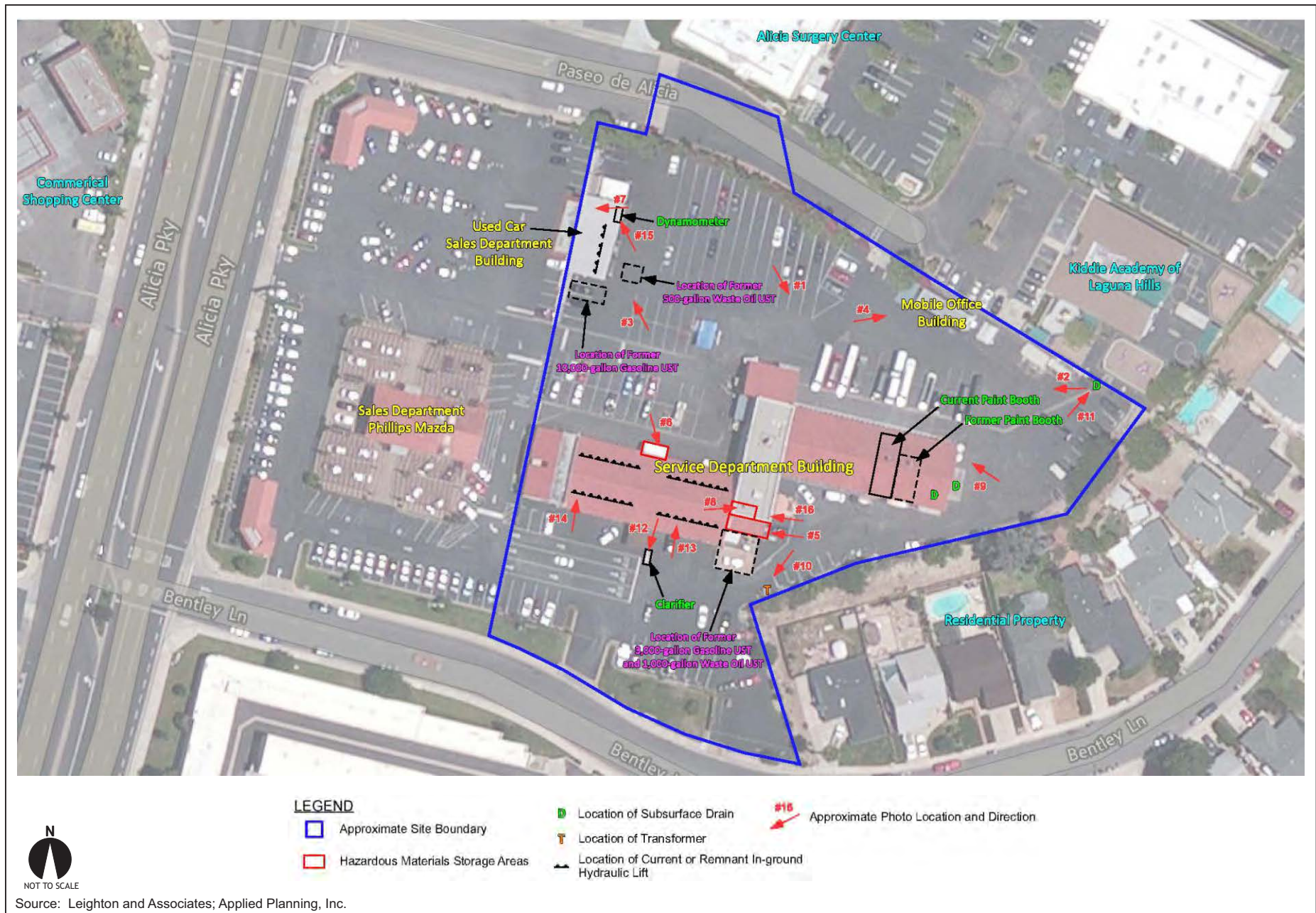


Figure VIII-1
Phase I/II ESA Site Reconnaissance Noted Features



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.



Packet Pg. 517



Packet Pg. 518

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.



NOT TO SCALE

Source: Google Earth; Applied Planning, Inc.

----- Project Site Boundary

Figure X-1
Existing Land Uses



Figure X-2
General Plan Land Use Designations

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:

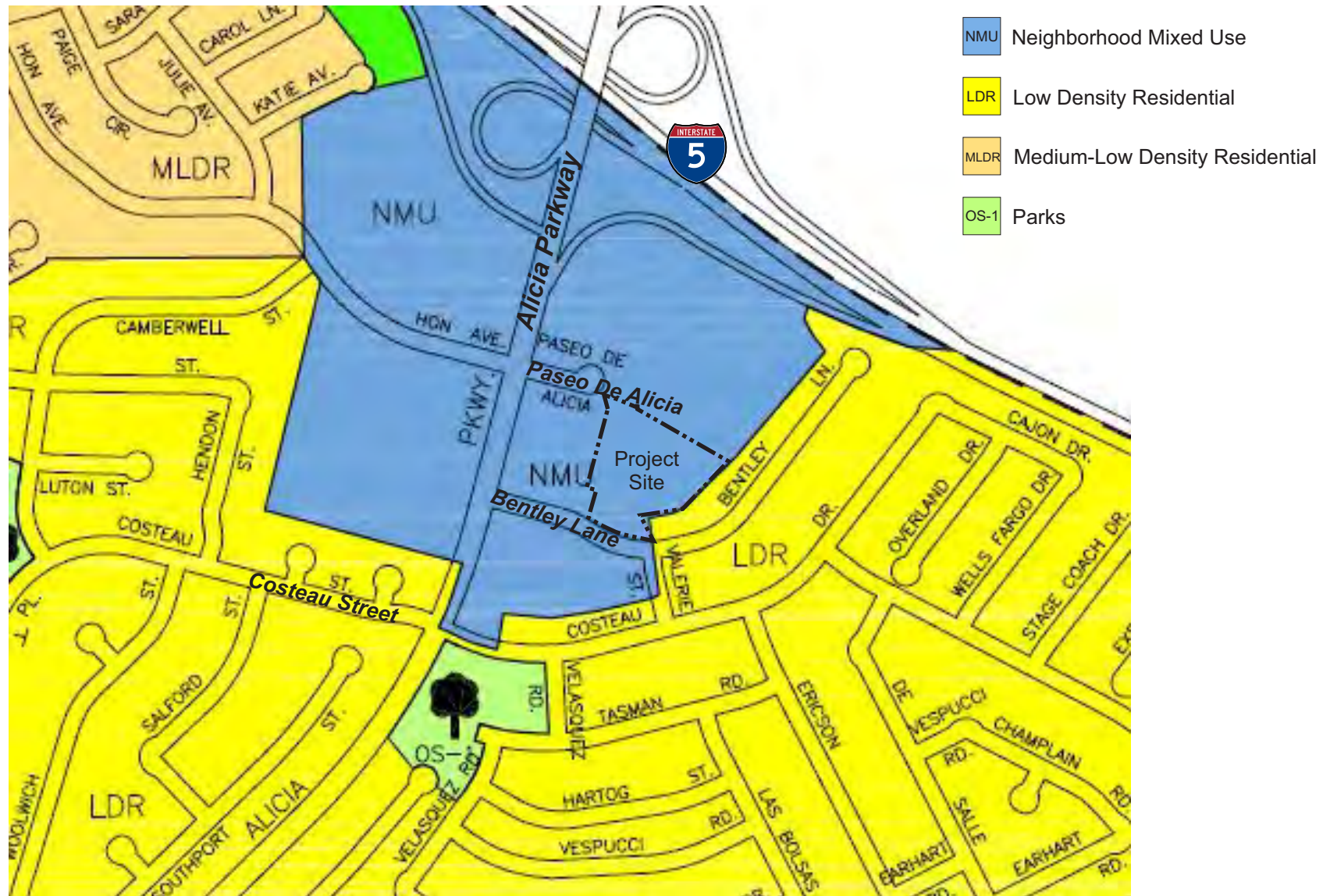
Table 9-64.040
Required Permit for Community Care Facilities – 7 + Occupants

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.**



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

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.



NOT TO SCALE

Source: Urban Crossroads; Applied Planning, Inc.

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

**LEGEND:**

- | | | |
|-----------------------------------|--------------------------------|--|
| Receiver Locations | Roof-Top Air Conditioning Unit | Distance from receiver to noise source (in feet) |
| Existing Barrier Height (in feet) | Trash Enclosure | |
| Existing Barrier | Parking Lot Vehicle Movements | |



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

Table XII-4
Temporary Construction-Source Noise Level Increases

Receiver Location	Construction Noise Levels (dBA Leq)				
	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
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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	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 David Chastanoy Date 2.1.19

Printed Signature David Chastanoy, Comm. Dev. Director

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.

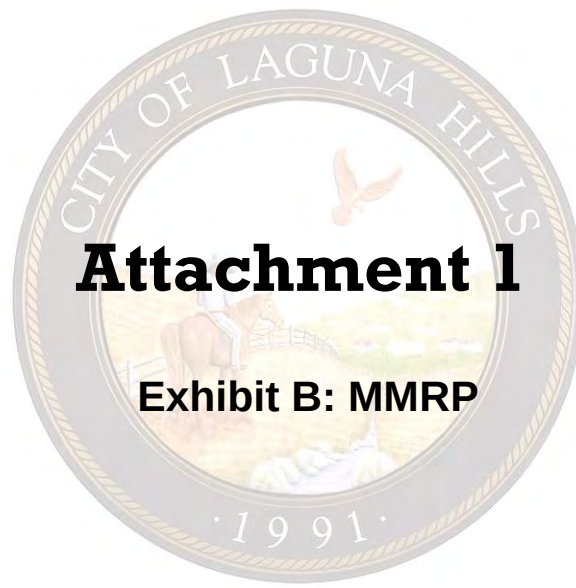
5.2 MITIGATION MONITORING AND REPORTING

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.			

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Mitigation Monitoring Program

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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.

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

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>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

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

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.

Table 5-1
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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
	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.

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

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
	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.			

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>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.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
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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>				

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ActivCare Laguna Hills Residential Care Facility for the Elderly Project
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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.

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

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

APPENDICES

Please refer to accompanying CD for complete technical appendices.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

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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.

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.

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

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>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

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

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.

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

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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.

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

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
	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.			

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>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 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.

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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>				

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Mitigation Monitoring Program

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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.

Attachment: Attachment 1 – Proposed CEQA Resolution with attached ISMND and MMRP (1803 :

Table 5-1
ActivCare Laguna Hills Residential Care Facility for the Elderly Project
Mitigation Monitoring Program

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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



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

Attachment: Attachment 2 – Proposed Ordinance (1803 : SDPM/CUP/TPM/ZTA No. 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. _____ 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

Attachment: Attachment 2 – Proposed Ordinance (1803 : SDPM/CUP/TPM/IZTA No. 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. _____, 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: Attachment 2 – Proposed Ordinance (1803 : SDPM/CUP/TPM/ZTA No. 7-18-4244)



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

Attachment: Attachment 3 – Proposed Resolution of Approval (1803 : SDPM/CUP/TPM/ZTA No. 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 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

Attachment: Attachment 3 – Proposed Resolution of Approval (1803 : SDPM/CUP/TPM/IZTA No. 7-18-4244)

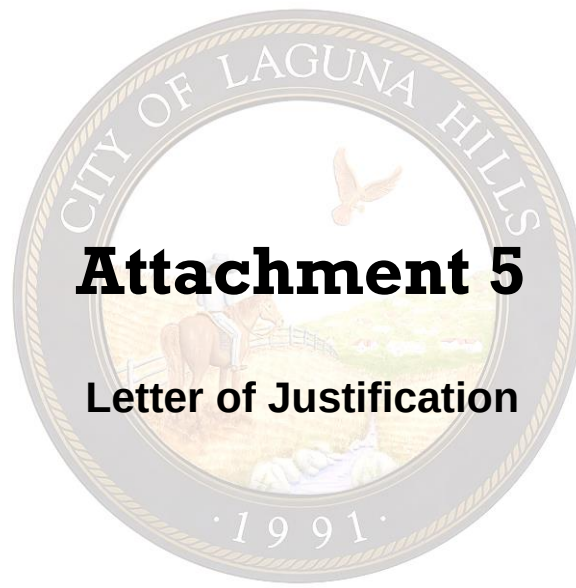




City of Laguna Hills

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

Attachment: Attachment 5 – Letter of Justification (1803 : SDPM/CUP/TPM/ZTA No. 7-18-4244)



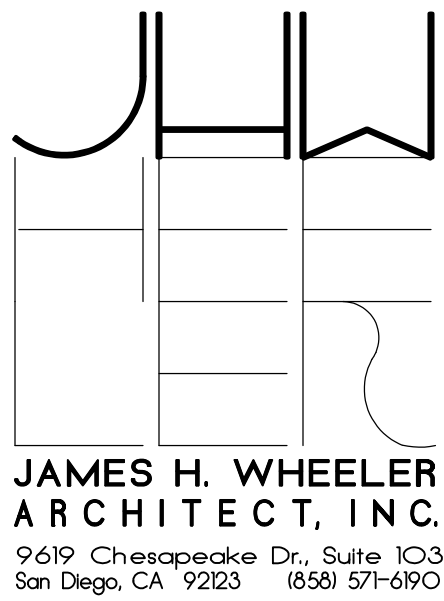
Attachment 6

Project Plan Set

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 (650) 571-6900

FIRE DEPARTMENT NOTES

ALSO SEE
OCFA NOTES
THIS SHEET

- 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
- PROVIDE BUILDING ADDRESS NUMBERS, VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. SEE EXTERIOR ELEVATIONS SEE OCFA NOTES THIS SHEET
- 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
- PROVIDE ONE FIRE EXTINGUISHER FOR EVERY 3,000 SQUARE FEET AND 15 FEET OF TRAVEL IN ANY DIRECTION. SEE OCFA NOTES THIS SHEET
- THIS PROJECT IS TO BE PROTECTED THROUGHOUT BY THE FOLLOWING FIRE PROTECTION SYSTEMS:
 - AUTOMATIC MANUAL, 1 FIRE FLOW MONITORING FIRE ALARM AND SMOKE DETECTION SYSTEM PER CBC 901
 - 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

OCFA ARCHITECTURAL NOTES

INSPECTIONS

- 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.
- 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.
- 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
- 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 335.1. 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.
- 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.
- 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.
- 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.

GENERAL REQUIREMENTS

- 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.
 - 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
 - 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.
 - The egress path shall remain free and clear of all obstructions at all times. No storage is permitted in the aisles.
 - 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 chainlocks or deadbolts that do not unlatch 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
 - 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.
 - Tactile signs shall be provided in commercial buildings, public buildings/accommodations, and publicly funded housing subject to CBC Chapters 11A and 11B and 11B-102.1 to 11B-102.3. Tactile signs shall 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
 - The exit path shall be illuminated at all times in accordance with CBC 1006. Emergency lighting shall be provided with 90-minute back-up.
 - 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.
 - 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
- ASSEMBLY OCCUPANCIES**
- 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.
 - 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.
 - 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 12 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
 - Open flame in assembly areas is prohibited except as specifically permitted by the OCFA in compliance with CFC Chapter 3

EXTINGUISHING SYSTEMS

- An automatic fire sprinkler system shall be provided throughout the building in compliance with 2013 NFPA 13 and CFC 103. Review and approval of a sprinkler plan is required prior to installation or modification.
- 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.

ALARM and MONITORING SYSTEMS

- 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.
- 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.

OTHER REQUIREMENTS

- At least one emergency escape and rescue window shall be provided for every sleeping room below the fourth story. CBC 1029
- 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 shall undergo evaluation and possible mitigation as described in OCFA Guideline C-03.
- 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.

PROJECT INFORMATION

PROJECT SCOPE/DESCRIPTION

CONSTRUCTION OF NEW 12 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 12 RESIDENTS

SITE ADDRESS (TBD)

24888 ALICIA PARKWAY

LAGUNA HILLS, CA 92653

ASSESSOR'S PARCEL NO.

420-231-08

420-231-04

JURISDICTION HAVING AUTHORITY

- CITY OF LAGUNA HILLS
- ORANGE COUNTY FIRE AUTHORITY

GOVERNING CODES

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

SITE DATA

- 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'

PARKING REQUIREMENTS

TOTAL SPACES REQUIRED: 24 SPACES (1 PER 3 BEDS)
TOTAL SPACES PROVIDED: 28 SPACES

BUILDING DATA

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

ALLOWABLE BUILDING AREA

NON-SEPARATED OCCUPANCY METHOD

*R21 MOST RESTRICTIVE USE

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

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.

OCCUPANCY CLASSIFICATION

- 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 EXCEEDED 5,000 SQ. FT. BETWEEN FIRE WALLS OF TWO-HOUR CONSTRUCTION WITH OPENINGS PROTECTED BY FIRE ASSEMBLIES HAVING A 1-1/2 HOUR FIRE PROTECTION.
- 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:
 - BUILDING SHALL COMPLY WITH ALL RELEVANT PORTIONS OF SECTION 408 AS RELATING TO I-3 OCCUPANCIES, SPECIFICALLY:
 - BUILDING SHALL HAVE AN APPROVED MANUAL AND AUTOMATIC FIRE ALARM PER SECTION 408.10.
 - BUILDING SHALL HAVE AN AUTOMATIC SPRINKLER SYSTEM, PER NFPA 13, 2013 EDITION.
 - LOCKS, EGRESS DOORS ARE PERMITTED TO BE LOCKED IN ACCORDANCE WITH SECTION 408.4.
 - PER SECTION 408.12, THIS OCCUPANCY MAY BE HOUSED IN ONE STORY BUILDINGS OF TYPE V-A CONSTRUCTION, PROVIDED FLOOR AREA DOES NOT EXCEED 5,000 SQ. FT. BETWEEN FIRE WALLS OF TWO-HOUR CONSTRUCTION WITH OPENINGS PROTECTED BY FIRE ASSEMBLIES HAVING A 1-1/2 HOUR FIRE PROTECTION.
 - RESIDENTS IN THIS BUILDING WILL HAVE 24 HOUR CONTINUOUS SUPERVISION

INDEX OF DRAWINGS

ARCHITECTURAL

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

CIVIL

TPM-1 TENTATIVE PARCEL MAP TITLE SHEET
TPM-2 TENTATIVE PARCEL MAP
C-1 GRADING PLAN

LANDSCAPE

L-1 PRELIMINARY LANDSCAPE PLAN

PROJECT DIRECTORY

OWNER

EMU LIMITED
c/o ACTIVCARE LIVING, SUITE 103
9619 CHESAPEAKE DRIVE, SUITE 103
SAN DIEGO, CA 92123
Ph: (650)565-4424 Fax: (650)565-1508
Contact Person: KEVIN MORARTY

ARCHITECT

JAMES H. WHEELER ARCHITECT, INC.
9619 CHESAPEAKE DRIVE, SUITE 103
SAN DIEGO, CA 92123
Ph: (650)571-6900 Fax: (650)571-6900

CIVIL ENGINEER

NASLAND ENGINEERING
4740 KLEINER STREET
SAN DIEGO, CA 92111
Ph: (650)292-7770 Fax: (650)571-3241
Contact Person: CORY SCHACK

LANDSCAPE ARCHITECT

PARTEER
1221 HAYES AVENUE
SAN DIEGO, CA 92103
Ph: (619)296-3702 Fax: (619)296-3702
Contact Person: PAT O'CONNOR

ELECTRICAL ENGINEER

KRUSE AND ASSOCIATES
12245 WORLD TRADE DRIVE, SUITE A
SAN DIEGO, CA 92128
Ph: (619)576-9776 Fax: (619)576-9744
Contact Person: KEITH KRUSE

TITLE SHEET

ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

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REVISION 1-21-2018 DESIGN REVIEW COMMENTS

REVISION 1

REVISION 2

REVISION 3

REVISION 4

REVISION 5

REVISION 6

DATE 9/27/2018

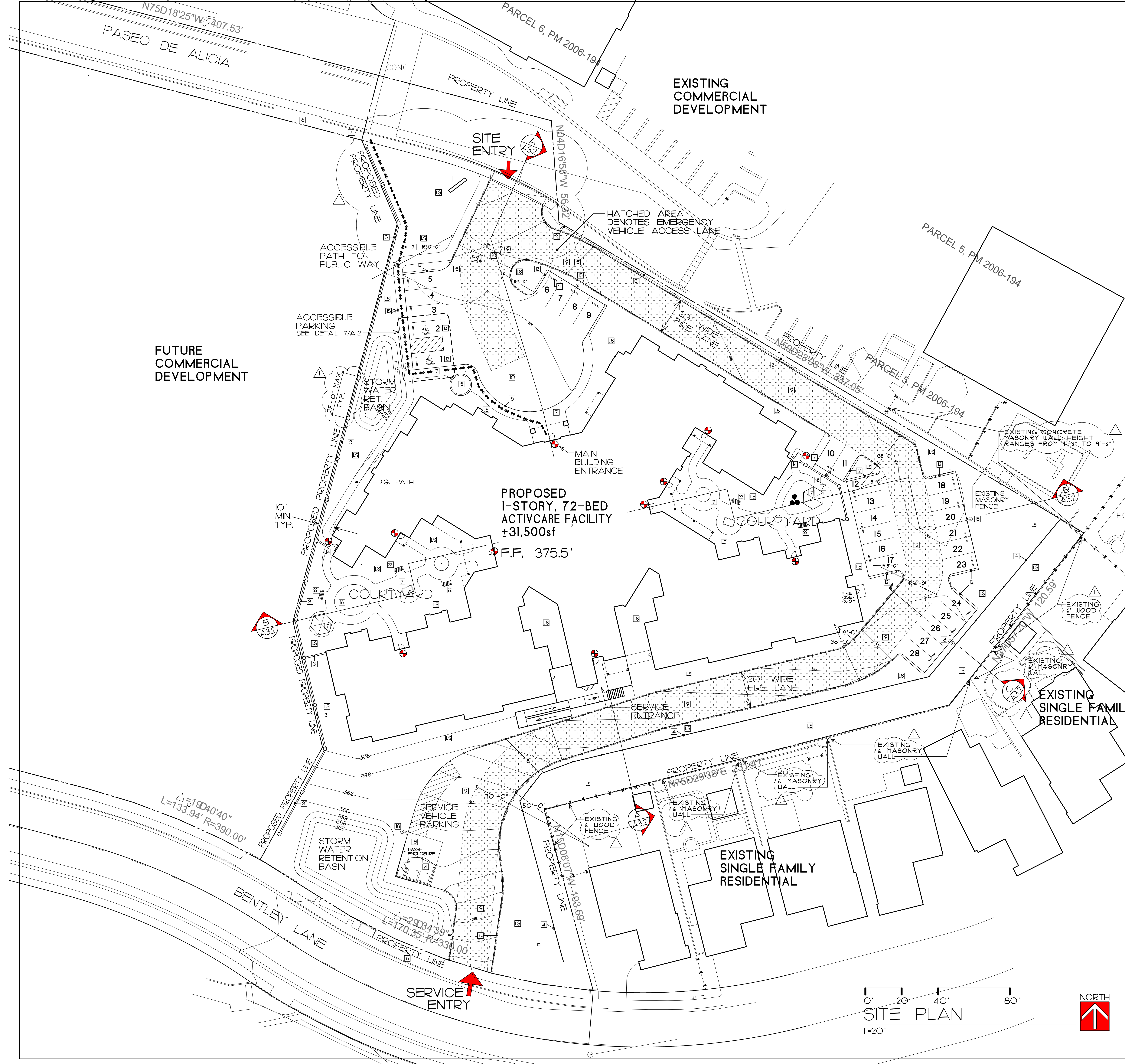
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SCALE SEE PLAN

DRAWING NO.

TS



- SITE NOTES**
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
 - 1 MONUMENT SIGN. PER DETAIL 1/A12
 - 2 36" HIGH WOOD LODGE-POLE FENCE. SEE DETAIL 3/A12
 - 3 6" HIGH MASONRY WALL PER DETAIL 5/A12. STUCCO/STONE FINISH. PLANTING TRELLIS AT COURTYARD WALLS ONLY
 - 4 6" VINYL FENCE PER DETAIL 2/A12
 - 5 6" CONCRETE CURB. TYP. U.O.N.
 - 6 EXISTING CONCRETE SIDEWALK IN PUBLIC WAY. SEE CIVIL PLANS
 - 7 CONCRETE FLATWORK, BROOM FINISH. SEE LANDSCAPE PLANS FOR PRECISE LAYOUT & COLOR
 - 8 CONCRETE PAVING - SEE SOILS REPORT FOR SECTION
 - 9 ASPHALT PAVING - SEE SOILS REPORT FOR SECTION
 - 10 DECORATIVE CONCRETE PAVERS - SEE SOILS REPORT FOR SECTION. HOLLAND STONE BY ACKER-STONE. 4'x8'x8cm. COLOR: RED/TAN/CHARCOAL BLEND. PATTERN: HERRINGBONE
 - 11 CONCRETE WHEEL STOP, SECURE W/ REBAR, TYPICAL
 - 12 12" CONCRETE STEP-OUT (TYP.)
 - 13 ACCESSIBLE PARKING SPACE. SEE DETAIL 7/A12 AND SHEET ACC-1 FOR ADDITIONAL INFO
 - 14 42" WIDE EMERGENCY ACCESS GATE. PER DETAIL 5/A12
 - 15 DECORATIVE FOUNTAIN. SEE LANDSCAPE PLAN
 - 16 SYNTHETIC PUTTING GREEN. SEE LANDSCAPE PLAN
 - 17 PRE-FAB GAZEBO - SEE LANDSCAPE PLANS
 - 18 EXTERIOR PARKING LOT LIGHT POLE. (SEE DETAIL 8/A12)
 - 19 FIRE DEPARTMENT CONNECTION
 - 20 CONCRETE CROSS-GUTTER. SEE CIVIL PLANS
 - 21 TRASH ENCLOSURE PER DETAIL 6/A12. PROVIDE DRAIN TO SANITARY SEWER.
 - 22 BENCH - SEE LANDSCAPE PLANS
 - 23
 - 24
 - 25
- DENOTES ACCESSIBLE PATH OF EGRESS FROM THE BUILDING ENTRANCE, ACCESSIBLE PARKING AND 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 OCPA 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
CITY 9205561 (CITY 225001)

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 OCPA 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.

SITE PLAN

JAMES H. WHEELER ARCHITECT, INC.
9619 Chesapeake Dr., Suite 103
San Diego, CA 92123 (619) 571-6190

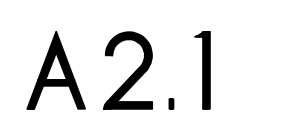
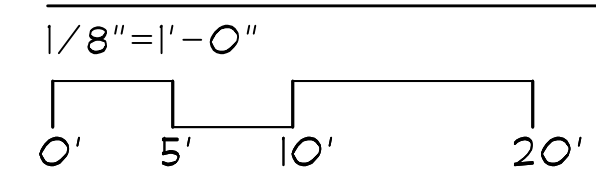
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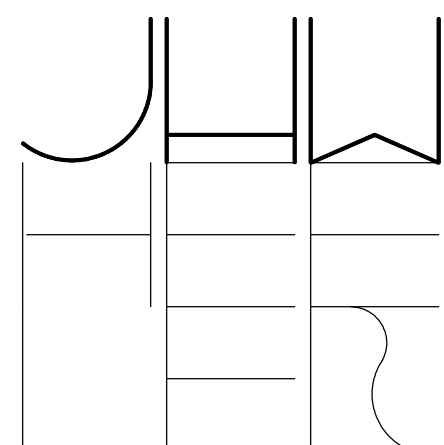
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☐ PLAN CHECK DRAWINGS
☐ NO SET DRAWINGS
☐ CONSTRUCTION DOCUMENTS
☐ OTHER

REVISIONS

REVISION	DATE	DESCRIPTION
1	9-21-2018	DESIGN REVIEW COMMENTS
2		
3		
4		
5		
6		

DATE: 9/21/2018
PROJECT NO.:
DRAWN BY:
SCALE: SEE PLAN
DRAWING NO.:
A1.1





JAMES H. WHEELER
ARCHITECT, INC.
9619 Chesapeake Dr., Suite 103
San Diego, CA 92231 (619) 571-0900

ROOF PLAN
ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

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REVISION  9-21-2018 DESIGN REVIEW COMMENTS

REVISION 

REVISION 

REVISION 4

REVISION 5

REVISION 6

DATE 9/27/2018

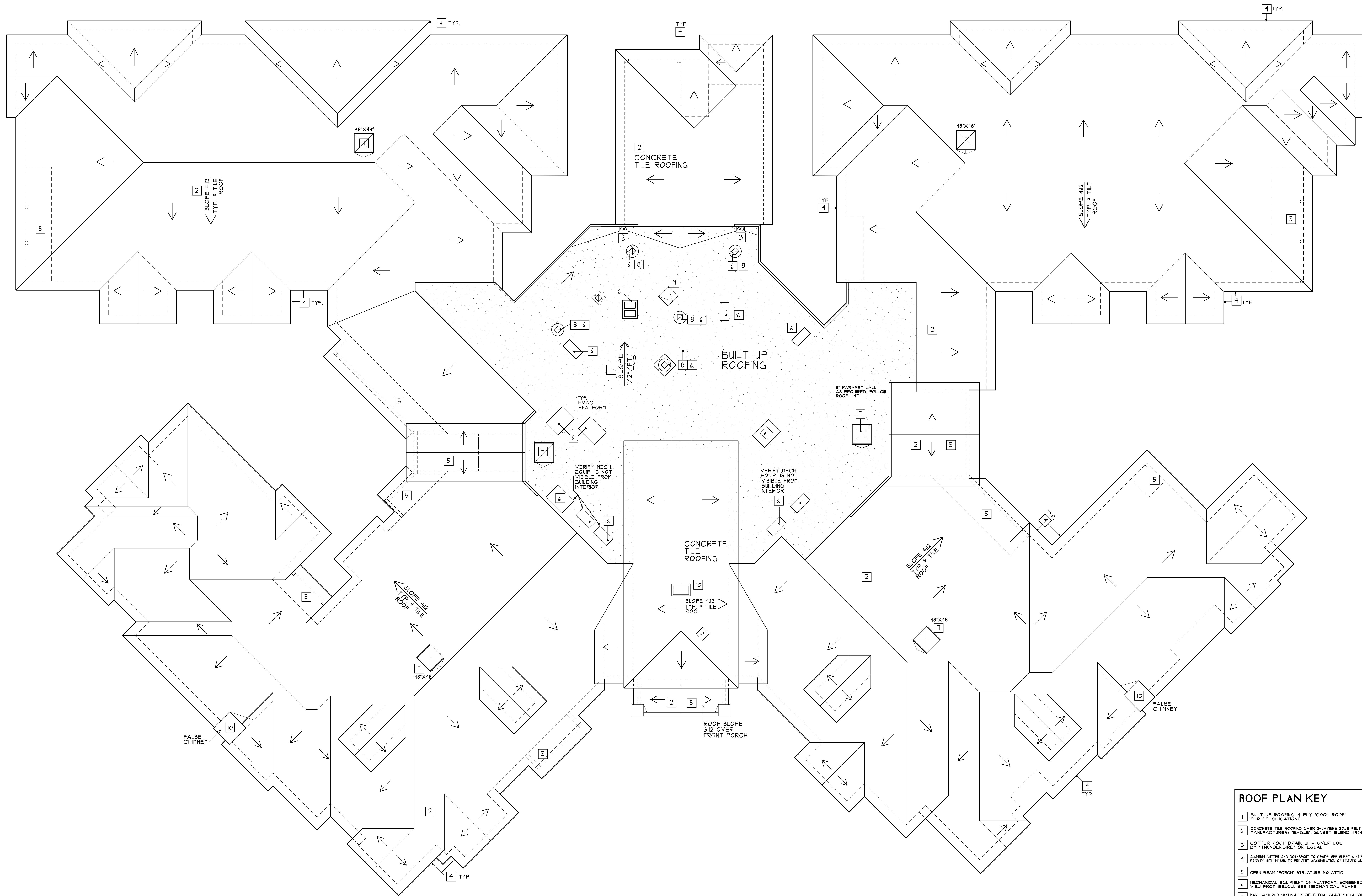
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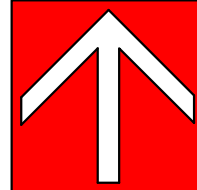


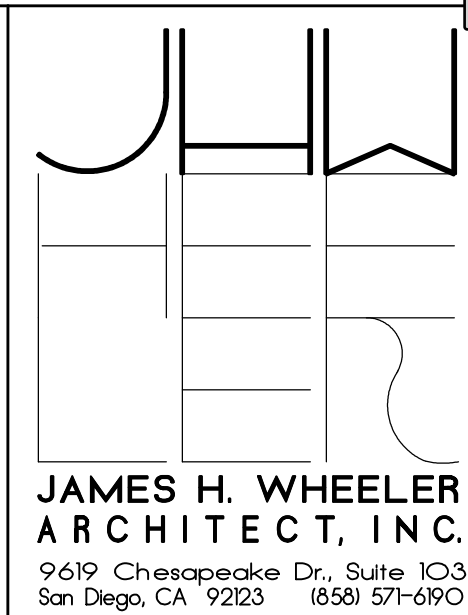
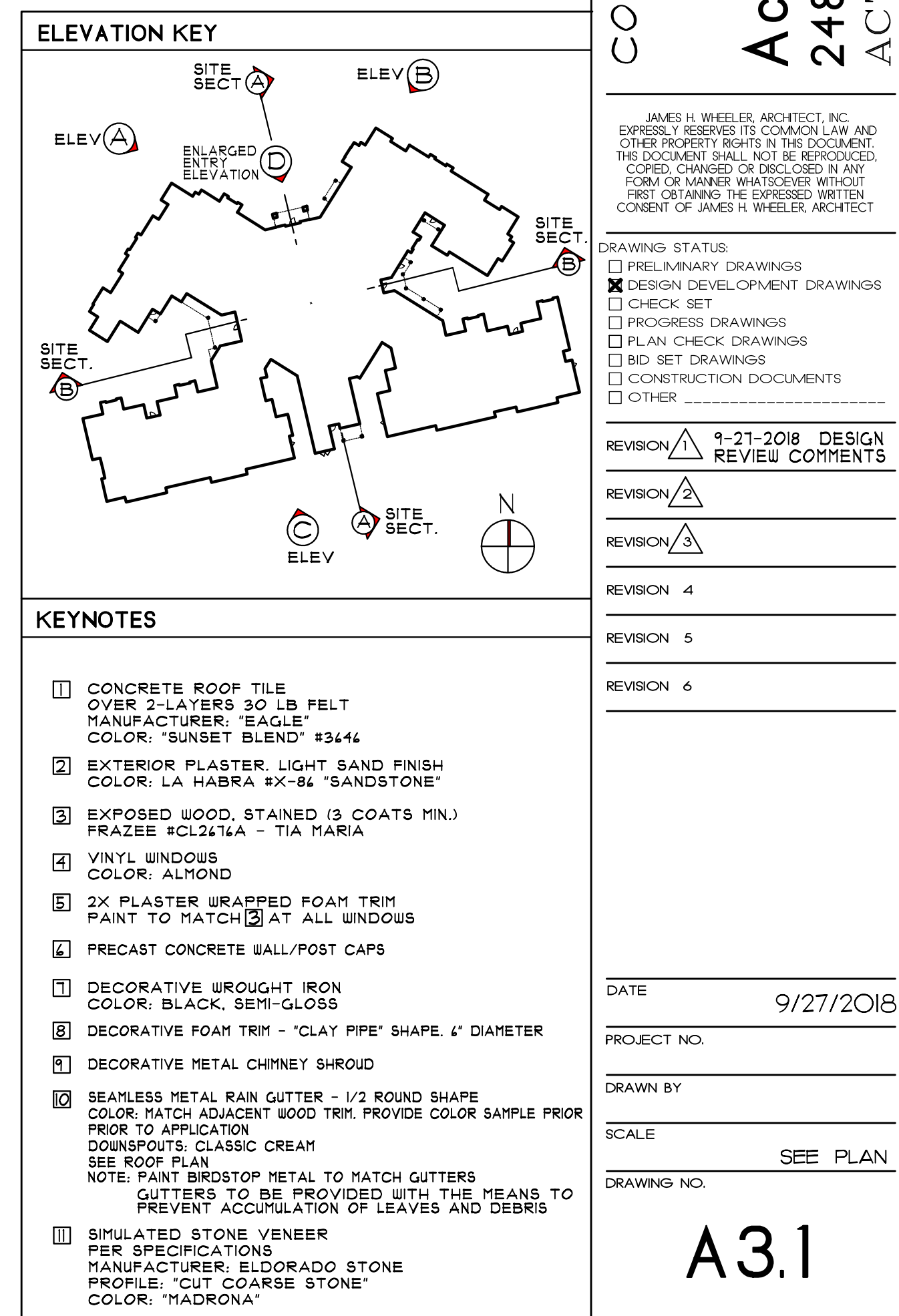
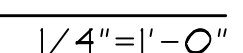
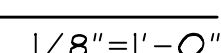
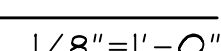
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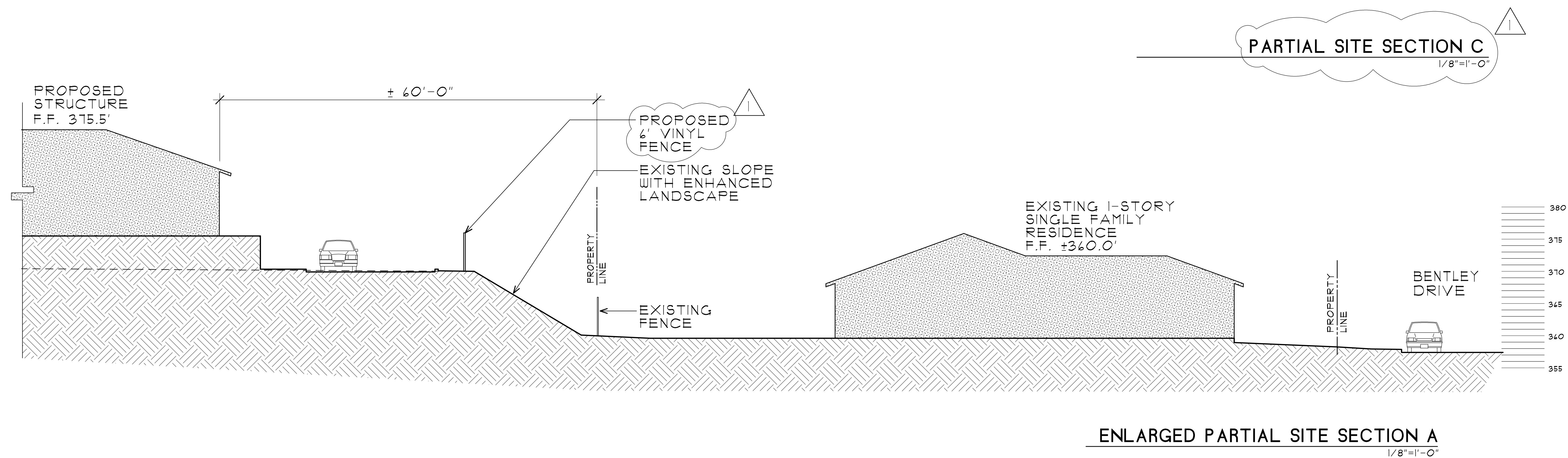
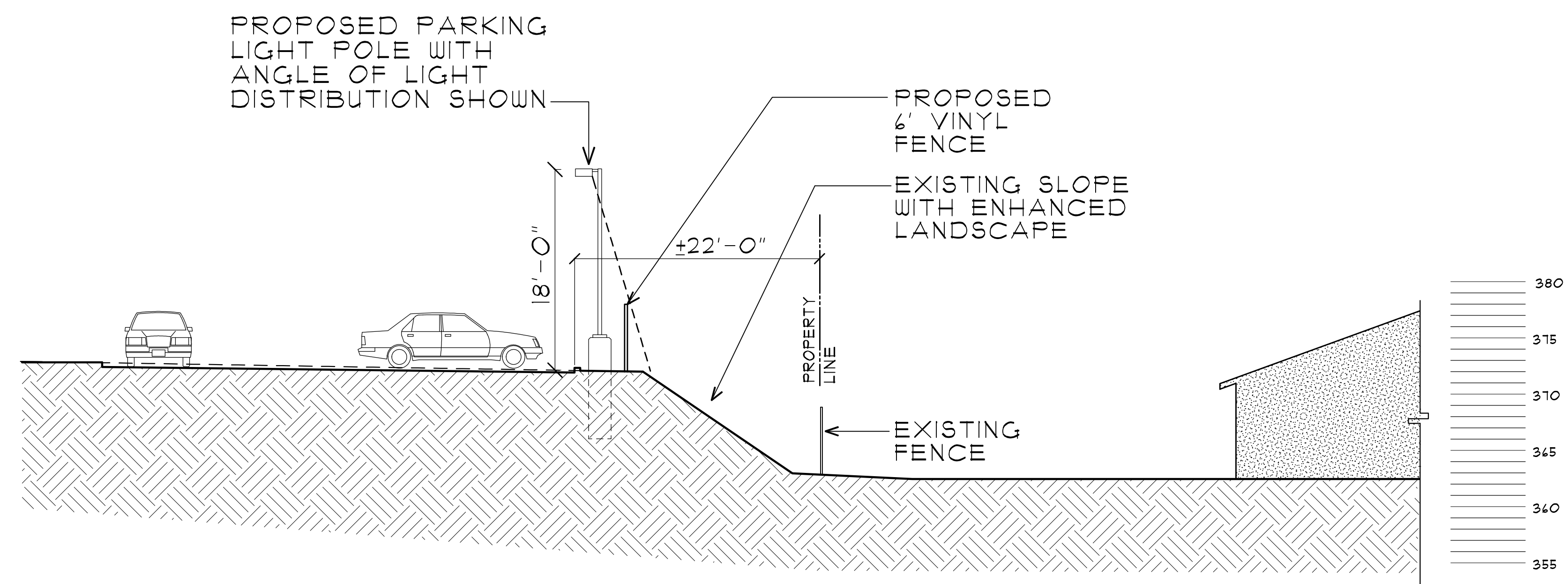
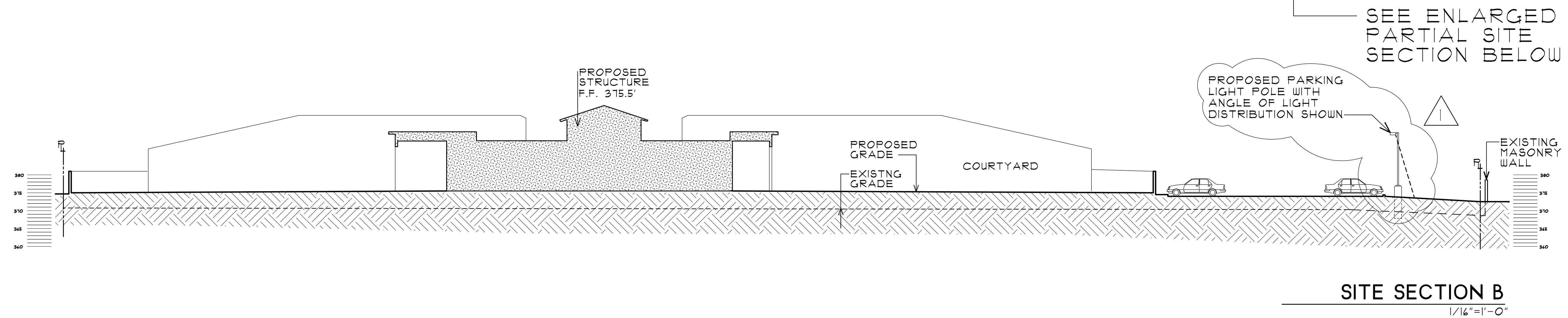
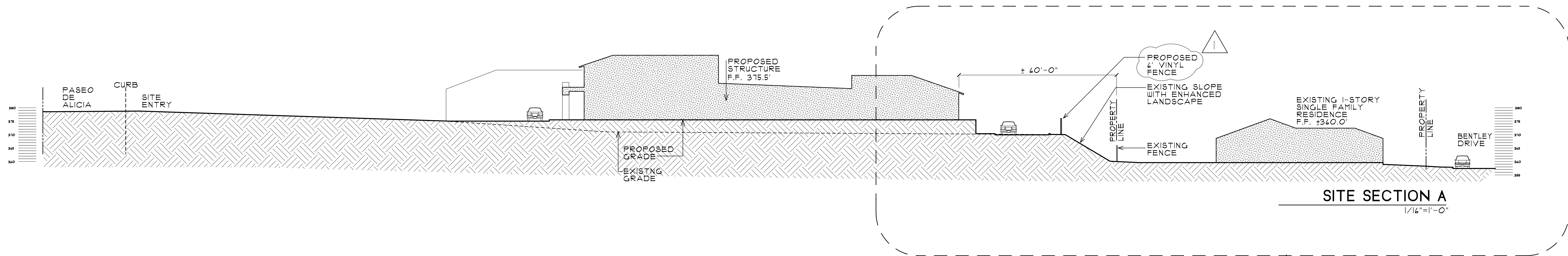
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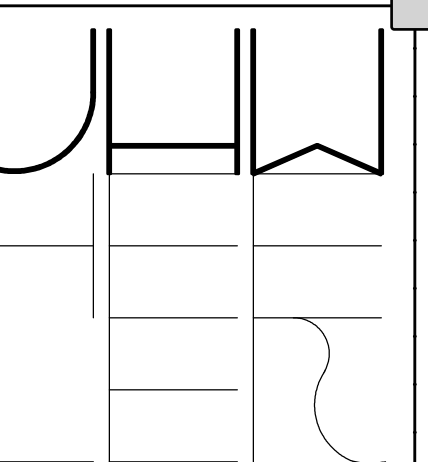
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$$|/8'' = |' - 0''$$




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
ELEV. Q	ELEV. R
ELEV. S	ELEV. T
ELEV. U	ELEV. V
ELEV. W	ELEV. X
ELEV. Y	ELEV. Z
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ELEV. AC	ELEV. AD
ELEV. AE	ELEV. AF
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ELEV. AI	ELEV. AJ
ELEV. AK	ELEV. AL
ELEV. AM	ELEV. AN
ELEV. AO	ELEV. AP
ELEV. AQ	ELEV. AR
ELEV. AS	ELEV. AT
ELEV. AU	ELEV. AV
ELEV. AW	ELEV. AX
ELEV. AY	ELEV. AZ
ELEV. BA	ELEV. BB
ELEV. BC	ELEV. BD
ELEV. BE	ELEV. BF
ELEV. BG	ELEV. BH
ELEV. BI	ELEV. BJ
ELEV. BK	ELEV. BL
ELEV. BM	ELEV. BN
ELEV. BO	ELEV. BP
ELEV. BQ	ELEV. BR
ELEV. BS	ELEV. BT
ELEV. BU	ELEV. BV
ELEV. BW	ELEV. BX
ELEV. BY	ELEV. BZ
ELEV. CA	ELEV. CB
ELEV. CC	ELEV. CD
ELEV. CE	ELEV. CF
ELEV. CG	ELEV. CH
ELEV. CI	ELEV. CJ
ELEV. CK	ELEV. CL
ELEV. CM	ELEV. CN
ELEV. CO	ELEV. CP
ELEV. CQ	ELEV. CR
ELEV. CS	ELEV. CT
ELEV. CU	ELEV. CV
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ELEV. HC	ELEV. HD
ELEV. HE	ELEV. HF
ELEV. HG	ELEV. HH
ELEV. HI	ELEV. HJ
ELEV. HK	ELEV. HL
ELEV. HM	ELEV. HN
ELEV. HO	ELEV. HP
ELEV. HQ	ELEV. HR
ELEV. HS	ELEV. HT
ELEV. HU	ELEV. HV
ELEV. HW	ELEV. HX
ELEV. HY	ELEV. HZ
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ELEV. IC	ELEV. ID
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ELEV. IG	ELEV. IH
ELEV. II	ELEV. IJ
ELEV. IK	ELEV. IL
ELEV. IM	ELEV. IN
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ELEV. IS	ELEV. IT
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ELEV. JC	ELEV. JD
ELEV. JE	ELEV. JF
ELEV. JG	ELEV. JH
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ELEV. JM	ELEV. JN
ELEV. JO	ELEV. JP
ELEV. JQ	ELEV. JR
ELEV. JS	ELEV. JT
ELEV. JU	ELEV. JV
ELEV. JW	ELEV. JX
ELEV. JY	ELEV. JZ
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ELEV. OM	ELEV. ON
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ELEV. OQ	ELEV. OR
ELEV. OS	ELEV. OT
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ELEV. RS	ELEV. RT
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ELEV. SC	ELEV. SD
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ELEV. SG	ELEV. SH
ELEV. SI	ELEV. SJ
ELEV. SK	ELEV. SL
ELEV. SM	ELEV. SN
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ELEV. ZA	ELEV. ZB
ELEV. ZC	ELEV. ZD
ELEV. ZE	ELEV. ZF
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ELEV. ZM	ELEV. ZN
ELEV. ZO	ELEV. ZP
ELEV. ZQ	ELEV. ZR
ELEV. ZS	ELEV. ZT
ELEV. ZU	ELEV. ZV
ELEV. ZW	ELEV. ZX
ELEV. ZY	ELEV. ZZ



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ARCHITECT, INC.
9619 Chesapeake Dr., Suite 103
San Diego, CA 92123 619.571.090

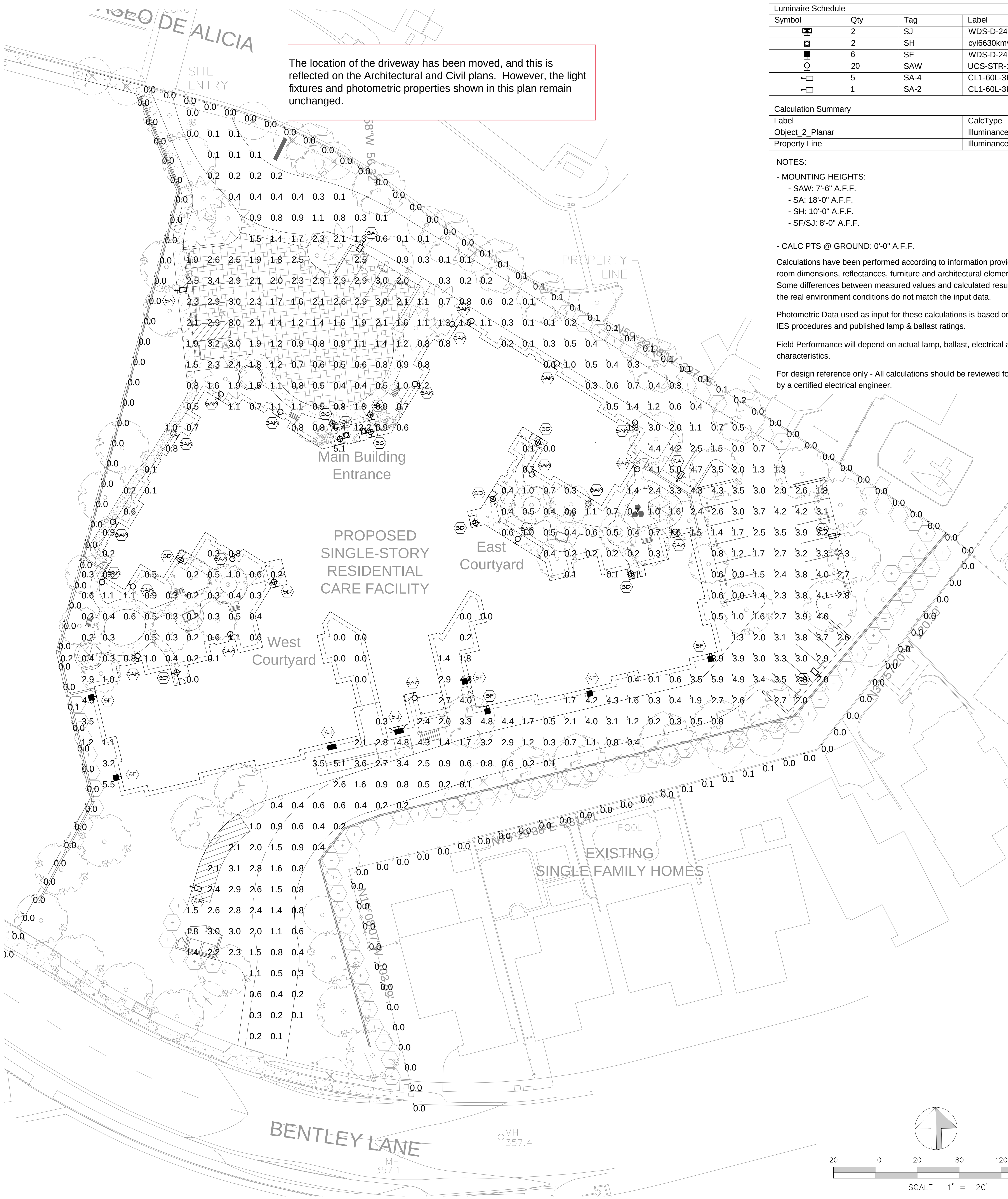
ActivCare Laguna Hills
24888 Alicia Parkway, Laguna Hills, CA 92653
ACTIVCARE LIVING

SITE SECTIONS

DRAWING STATUS	
☐	PRELIMINARY DRAWINGS
☒	DESIGN DEVELOPMENT DRAWINGS
☐	CHECK SET
☐	PROGRESS DRAWINGS
☐	PLAN CHECK DRAWINGS
☐	NO SET DRAWINGS
☐	CONSTRUCTION DOCUMENTS
☐	OTHER
REVISION	9-27-2018 DESIGN REVIEW COMMENTS
REVISION	
REVISION	
REVISION	
REVISION	
REVISION	
DATE	9/27/2018
PROJECT NO.	
DRAWN BY	
SCALE	SEE PLAN
DRAWING NO.	
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.) PRAZEER #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, 4" 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 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	
11 SIMULATED STONE VENEER PER SPECIFICATIONS MANUFACTURER: ELBORADO STONE PROFILE: "CUT COARSE STONE" COLOR: "MADRONA"	

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, EVALUATED 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.



Luminaire Schedule							
Symbol	Qty	Tag	Label	Arrangement	Total Lamp Lumens	LLF	Description
	2	SJ	WDS-D-24L-30-3K7-4F-1	SINGLE	N.A.	0.900	WDS-D-24L-30-3K7-4F
	2	SH	cyl6630kmvdcclr_2	SINGLE	N.A.	0.657	R4NC630K12D-C4322W-CLR
	6	SF	WDS-D-24L-30-3K7-4F	SINGLE	N.A.	0.900	WDS-D-24L-30-3K7-4F
	20	SAW	UCS-STR-12LED-WW	SINGLE	N.A.	0.840	UCS-STR-12LED-WW
	5	SA-4	CL1-60L-3K-4-BC	SINGLE	N.A.	0.900	CL1-60L-3K-4-BC
	1	SA-2	CL1-60L-3K-2	SINGLE	N.A.	0.900	CL1-60L-3K-2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Object_2_Planar	Illuminance	Fc	1.50	12.2	0.0	N.A.	N.A.
Property Line	Illuminance	Fc	0.02	0.2	0.0	N.A.	N.A.

NOTES:

- MOUNTING HEIGHTS:
 - SAW: 7'-6" A.F.F.
 - SA: 18'-0" A.F.F.
 - SH: 10'-0" A.F.F.
 - SF/SJ: 8'-0" A.F.F.

- CALC PTS @ GROUND: 0'-0" A.F.F.

Calculations have been performed according to information provided regarding room dimensions, reflectances, furniture and architectural element placement. Some differences between measured values and calculated results may occur if the real environment conditions do not match the input data.

Photometric Data used as input for these calculations is based on established IES procedures and published lamp & ballast ratings.

Field Performance will depend on actual lamp, ballast, electrical and site characteristics.

For design reference only - All calculations should be reviewed for accuracy by a certified electrical engineer.



FIXTURE TYPE "SA"
FIXTURE MOUNTED AT +18'-0"



FIXTURE TYPE "SAW"



FIXTURE TYPE "SC"



FIXTURE TYPE "SD"



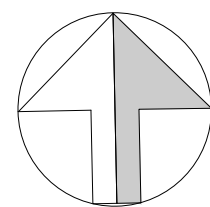
FIXTURE TYPE "SF"



FIXTURE TYPE "SH"



FIXTURE TYPE "SJ"



SCALE 1" = 20'

SITE PLANNING
URBAN DESIGN
LANDSCAPE ARCHITECTURE
1221 HAYES AVENUE
SAN DIEGO, CALIFORNIA 92103

PHONE: (619) 296-3713
FAX: (619) 296-3702

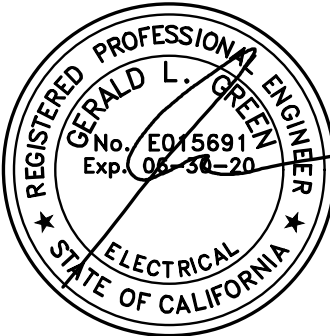


ActivCare Laguna Hills

ActivCare Living

Laguna Hills, California

Attachment 6 - Project Plan Set (1803 - SDPM/CU/TPM/ZTA No. 7-18-424)



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

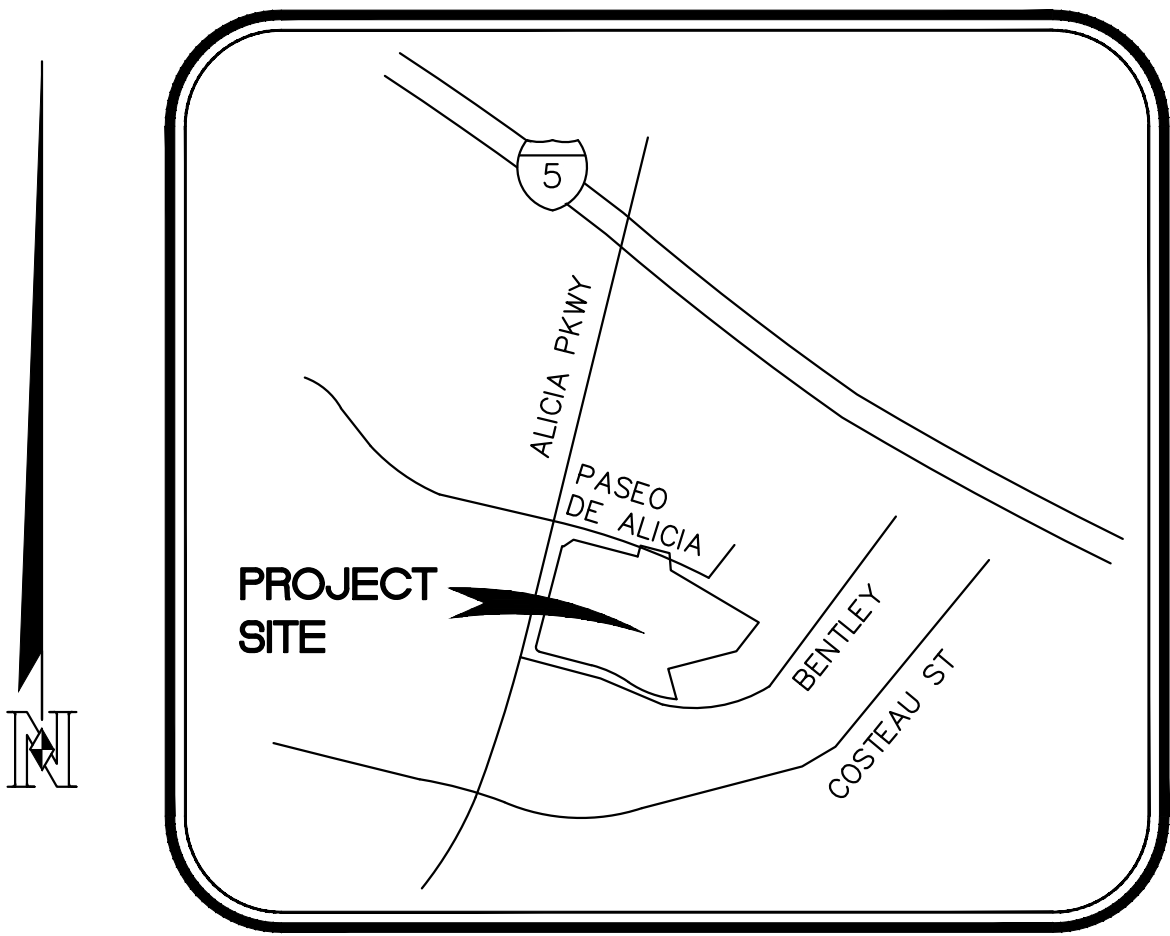
SOURCE OF TOPOGRAPHY:

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

T (858) 292-7770
4740 Ruffner Street
San Diego, CA 92111
nasland.com

N.E. JOB No. 317-029.1

TENTATIVE PARCEL MAP 2018-182

LEGEND:

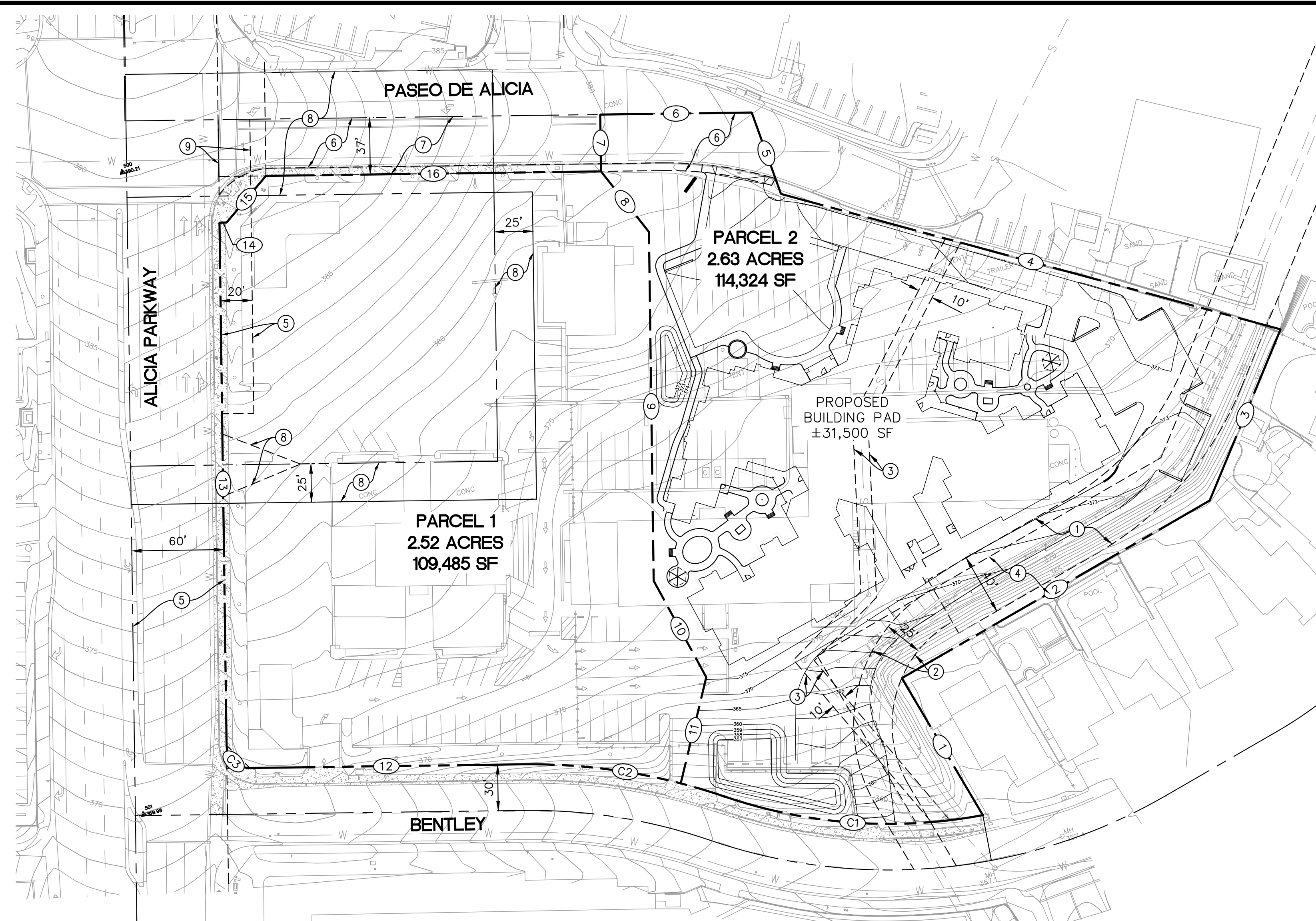
- EXISTING PROPERTY LINE
- PROPOSED LOT LINE
- EXISTING EASEMENT
- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING EASEMENT FLAG (SEE BELOW)

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:

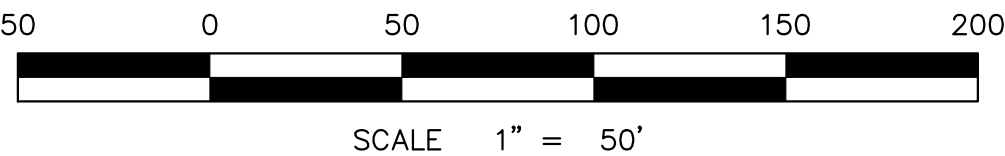
- 1 AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED FEBRUARY 20, 1975 AS BOOK 11343, PAGE 401 OF OFFICIAL RECORDS.
- 2 AN EASEMENT FOR STORM DRAIN, APPURTENANT PURPOSES AND INCIDENTAL PURPOSES, GRANTED TO THE COUNTY OF ORANGE, RECORDED 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

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T (858) 292-7770
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San Diego, CA 92111
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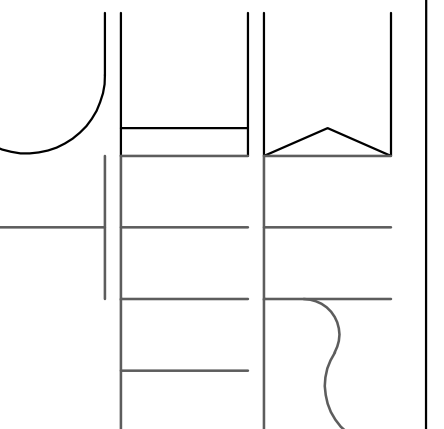
LEGEND

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	[Symbol]
PROPOSED GRATED INLET	[Symbol]
PROPOSED CURB INLET	[Symbol]
PROPOSED 6" CURB AND GUTTER	[Symbol]
PROPOSED 6" CURB	[Symbol]
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.



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

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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



Civil Engineering
Surveying
Land Planning

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4740 Buffner Street
San Diego, CA 92111
nasland.com

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.



EXISTING TREES
TO REMAIN / REMOVE

TO REMAIN	TO REMOVE
A PINE SPP.	1 LONDON PLANE TREE
B PINE SPP.	2 LONDON PLANE TREE
C PINE SPP.	3 LONDON PLANE TREE
D PINE SPP.	4 LONDON PLANE TREE
E EUCALYPTUS SPP.	5 LONDON PLANE TREE
F CARROT WOOD TREE	6 LONDON PLANE TREE
G CARROT WOOD TREE	7 LONDON PLANE TREE
H CARROT WOOD TREE	8 PYRUS SPP.
I PALM SPP.	9 PYRUS SPP.
J PALM SPP.	

PLANT MATERIAL LEGEND

SYMBOL	CATEGORY/DESCRIPTION	WUCOLS 3 CATEGORY
	ONSITE SHADE TREES MINIMUM SIZE, 24" BOX (30' - 40' HEIGHT, 30' - 35' SPREAD) SUCH AS: ARBUTUS "MARINA" ARBUTUS TRISTANIA CONFERTA BRISBANE BOX	MEDIUM
	STREET TREES MINIMUM SIZE, 24" BOX (30' - 40' HEIGHT, 25' - 30' SPREAD) SUCH AS: ACACIA STENOPHYLLA SHOESTRING ACACIA GEIJERA PAVIFOLIA AUSTRALIAN WILLOW	LOW
	INTERIOR ACCENT TREES MINIMUM SIZE, 24" BOX (20' - 30' HEIGHT, 25' - 35' SPREAD) SUCH AS: ERIOBOTRYA DEFLEXA BRONZE LOQUAT MAGNOLIA GRANDIFLORA SOUTHERN MAGNOLIA "ST. MARY"	MEDIUM
	VERTICAL ACCENT TREE MINIMUM SIZE, 12' BTH (60' - 80' HEIGHT) SUCH AS: SYAGRUS ROMANZOFFIANUM QUEEN PALM	MEDIUM
	ENTRY ACCENT TREE MINIMUM SIZE, 15 GALLON (8' - 10' HEIGHT) SUCH AS: PHOENIX ROEBELENI PYGMY DATE PALM	MEDIUM
	SCREENING SHRUB MINIMUM SIZE, 5 GALLON (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" DWARF BOTTLEBRUSH CAREX DIVULSA BERKLEY SEDGE CISTUS X PURPUREUS ORCHID ROCKROSE COTONEASTER DAMMERI "LOWFAST" BEARBERRY COTONEASTER FICUS PUMILA CREEPING FIG GAURA LINDHEIMERI WHITE GAURA GREVILLEA NOELII GREVILLEA GAVILLEA LANTANA HYBRID "SPREADING SUNSHINE" NCN DWARF MAT RUSH LOMANDRA LONGIFOLIA "BREEZE" NCN MYOPORUM PARVIFOLIUM "PUTAH CREEK" NCN MUHLENBERGIA RIGENS DEER GRASS	LOW
	MEDIUM WATER USE SHRUBS AND GROUNDCOVERS MINIMUM SIZE, 1 GALLON SUCH AS: AGAPANTHUS AFRICANUS LILY OF THE NILE BUXUS MICROPHYLLA JAPONICA JAPANESE BOXWOOD DISTICTUS BUCCINATORIA BLOOD RED TRUMPET VINE ESCALLONIA SPECIES ESCALLONIA FATSIA JAPONICA JAPANESE ARALIA HEMEROCALLIS HYBRIDS DAYLILIES LIRIOPE MUSCARI "GIGANTEA" GIANT LILY TURF NANDINA DOMESTICA "HARBOR DWARF" DWARF HEAVENLY BAMBOO PHORMIUM TENAX NEW ZEALAND FLAX PHILODENDRON "XANADU" DWARF PHILODENDRON STERILITZIA REGINAE BIRD OF PARADISE TRACHELOSPERMUM ASIATICUM ASIAN JASMINE	MEDIUM
	BIO-RETENTION PLANTING MINIMUM SIZE, 1 GALLON SUCH AS: CUPHEA HYSSOPIFOLIA FALSE HEATHER AGAPANTHUS AFRICANUS LILY OF THE NILE HEMEROCALLIS HYBRIDS DAYLILIES	MEDIUM
	ARTIFICIAL TURF (PUTTING GREEN)	LOW

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.

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

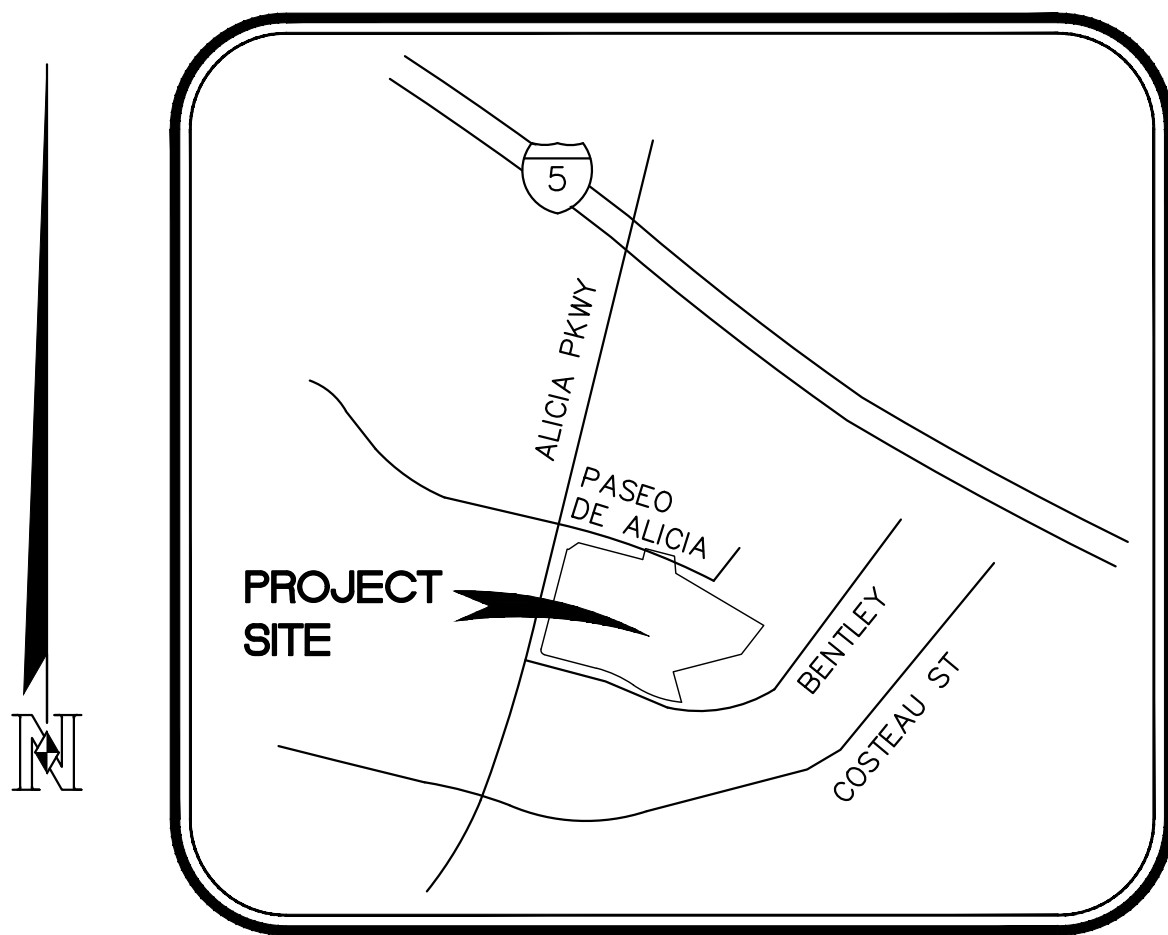
SOURCE OF TOPOGRAPHY:

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

N.E. JOB No. 317-029.1

Civil Engineering
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Land Planning

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San Diego, CA 92111
nasland.com

TPM: 2018-182

TENTATIVE PARCEL MAP 2018-182

LEGEND:

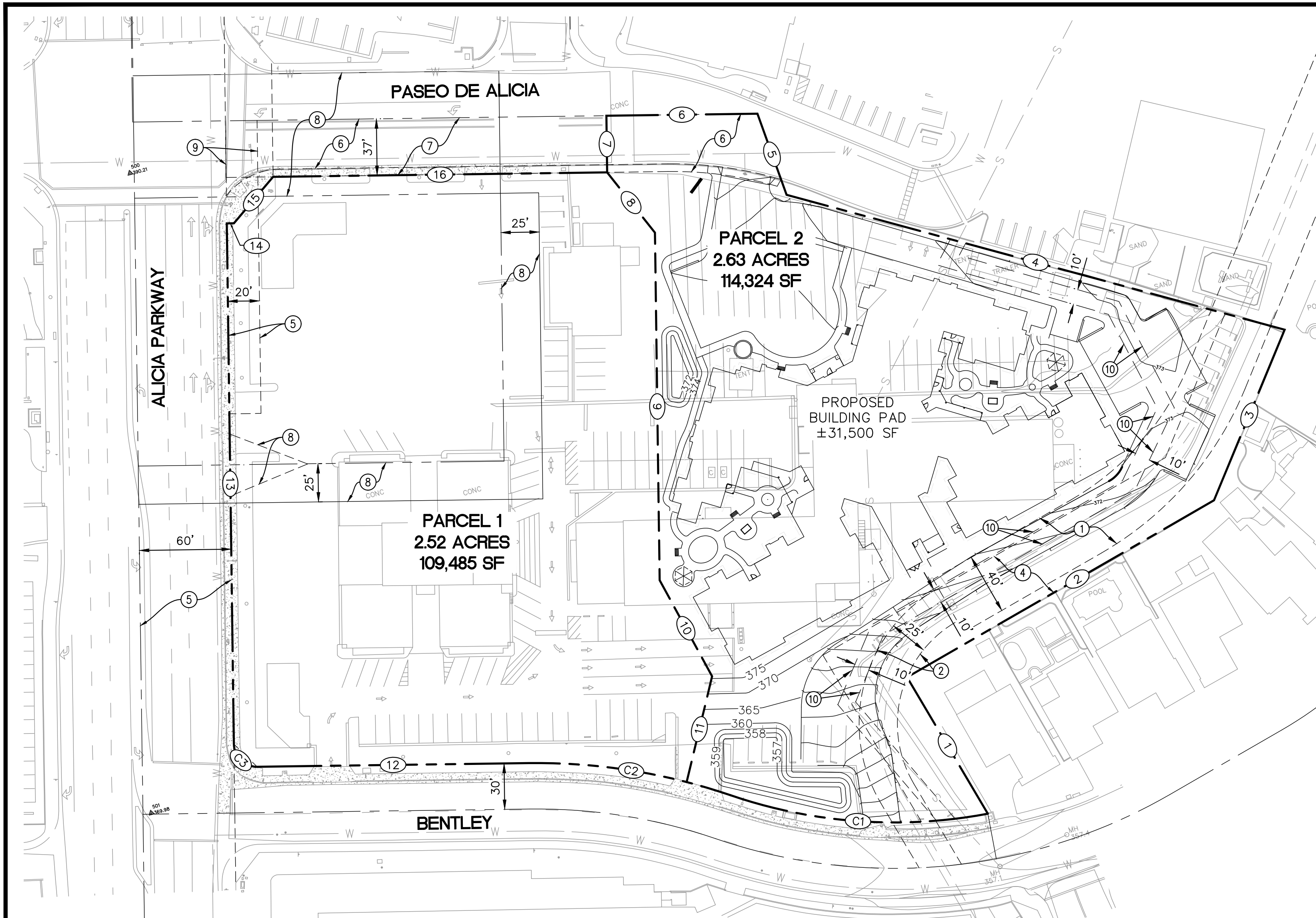
EXISTING PROPERTY LINE	----
PROPOSED LOT LINE	----
EXISTING EASEMENT	----
EXISTING CONTOUR	—300—
PROPOSED CONTOUR	—300—
EXISTING EASEMENT FLAG (SEE BELOW)	①

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.



SCALE 1" = 50'

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

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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.

