



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, February 28, 2023 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Dave Wheeler, Mayor Pro Tempore
Erica Pezold, Council Member

Don Caskey, Council Member
Joshua Sweeney, Council Member

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

In Person Public Comments: 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 and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to 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.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on February 28, 2023. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by 5:00 p.m. on February 28, 2023. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Please note: The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access. For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via email at jlee@lagunahillsca.gov.

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.

INVOCATION: Pastor Ric Rodeheaver of Christ Community Church

PLEDGE OF ALLEGIANCE: Council Member Wheeler

ROLL CALL OF CITY COUNCIL MEMBERS**1. PRESENTATIONS AND PROCLAMATIONS****1.1 Certificates of Recognition for Laguna Hills High School Student Liaisons Ella Carnahan and Kia Arfania**

Recommendation: That Mayor Heft present Certificates of Recognition to Ella Carnahan and Kia Arfania recognizing their service as the Laguna Hills High School 2022 Fall Student Liaisons.

1.2 Appointment of Laguna Hills High School Student Liaisons Alexa Richter and Audrey Masson for the 2023 Spring Semester

Recommendation: That Mayor Heft present Certificates of Appointment to Laguna Hills High School Student Liaisons Alexa Richter and Audrey Masson.

1.3 Laguna Hills High School Student Liaison Report

Recommendation: That the City Council receive an oral report from Laguna Hills High School 2023 Spring Student Liaison Alexa Richter.

1.4 Trauma Intervention Program (TIP) Orange County

Recommendation: That the City Council receive a presentation from MaryEllen Lowrey, Executive Director, on services provided by TIP to Laguna Hills residents.

1.5 Orange County Fire Authority Helicopter Rescue

Recommendation: That Mayor Heft present Certificates of Commendation to Incident Commander, Battalion Chief Matthew Levesque and the crew of Helicopter 1.

1.6 2022 Laguna Hills Deputy of the Year

Recommendation: That Mayor Heft present a Certificate of Recognition to Deputy Michael Barboza, 2022 Laguna Hills Deputy of the Year.

1.7 Twenty Year Anniversary Award

Recommendation: That Mayor Heft recognize and present a Certificate of Recognition to David Reynolds, Deputy City Manager, for Twenty Years of Service to the City of Laguna Hills.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

Recommendation: That the City Clerk announce the upcoming meetings and events.

3. 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.

4. CONSENT CALENDAR

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

4.1 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.

4.2 Approval of Minutes for January 24, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the January 24, 2023, Special Meeting.

4.3 Approval of Minutes for January 24, 2023, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the January 24, 2023, Regular Meeting.

4.4 Approval of Minutes for February 1, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the February 1, 2023, Special Meeting.

4.5 Ratification of February 28, 2023, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from January 13, 2023 to February 16, 2023, in the amount of \$1,613,205.53.

4.6 Treasurer's Investment Report for December 2022

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of December 2022.

4.7 Treasurer's Investment Report for January 2023

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of January 2023.

4.8 Laguna Hills Civic Center Suite 160 Tenant & Site Improvements Project Closeout

Recommendation: That the City Council authorize the filing of the Notice of Completion.

4.9 License Agreement with the Laguna Hills Chamber of Commerce, a 501(C)6 Nonprofit Corporation, for 24031 El Toro Road, Suite 255, Laguna Hills, California

Recommendation: That the City Council approve a License Agreement with the Laguna Hills Chamber of Commerce, a 501(C)6 corporation, for 24031 El Toro Road, Suite 255, Laguna Hills California, and authorize the Mayor to execute the License Agreement.

4.10 Community Services Department 2022 Year-End Report

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

4.11 Parks and Recreation and Traffic Commission Biennial Vacancies

Recommendation: That the City Council direct staff to reopen the application period for an additional 30 days to fill the biennial vacancies on the Parks and Recreation Commission and the Traffic Commission.

4.12 Award of Public Works Construction Contract for the Community Center and Sports Complex Site Improvements Project, CIP No. 237

Recommendation: That the City Council: 1) Award the Public Works Construction Contract for the Community Center and Sports Complex Site Improvements Project, CIP No. 237, to the lowest responsive bidder, A2Z Construct, Inc., in the amount of \$293,260; 2) Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3) Reject all other bids; 4) Authorize the Mayor to sign the Public Works Construction Contract; and 5) Authorize the Finance Director to amend the Fiscal Year 2022-2023 budget by transferring \$95,000 from CIP 241 to CIP 237.

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

Recommendation: That the City Council: 1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and 2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2022 to January 2023.

4.14 Resolution Establishing the Assistant Engineer Classification Along with Salary Range and Benefits for Position Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

Recommendation: That the City Council adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE ASSISTANT ENGINEER CLASSIFICATION ALONG WITH SALARY RANGE AND BENEFITS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION."

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****PUBLIC IMPROVEMENT CORPORATION****CONVENE PUBLIC IMPROVEMENT CORPORATION****ROLL CALL OF PUBLIC IMPROVEMENT CORPORATION BOARD****ELECTION OF PUBLIC IMPROVEMENT CORPORATION OFFICERS****1 Election of Public Improvement Corporation Officers**

Recommendation: That the Board of Directors adopt a Resolution entitled: "A Resolution of the Laguna Hills Public Improvement Corporation, Laguna Hills, California, Electing Officers for 2023."

APPROVAL OF MINUTES**2 Approval of the Public Improvement Corporation Minutes for the February 8, 2022, Annual Meeting**

Recommendation: That the Board of Directors approve the minutes of the February 8, 2022, Annual Meeting.

PUBLIC IMPROVEMENT CORPORATION ADJOURNMENT**6. CITY COUNCIL PUBLIC HEARINGS****7. ADMINISTRATIVE REPORTS****7.1. City Manager****7.2. Community Development Director****7.2.1 Short-Term Rentals**

Recommendation: That the City Council receive the survey results and provide direction to staff.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS**9.1. Committee Assignment Reports**

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. Events, Communication, and Beautification Committee
(Council Member Pezold)
January 23 Special Meeting
2. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
February 16 Regular Meeting
3. Orange County Fire Authority Board of Directors
(Council Member Sweeney)
January 26 and February 23 Regular Meetings
4. Economic Development Committee
(Mayor Pro Tempore Wheeler and Council Member Caskey)
February 16 Regular Meeting
5. Association of California Cities - Orange County (ACC-OC) Legislative and Regulatory Commission
(Mayor Pro Tempore Wheeler)
January 26 Regular Meeting
6. Orange County City Selection Committee
(Mayor Pro Tempore Wheeler)
February 9 Special Meeting
7. OC Public Libraries Library Advisory Board
(Mayor Pro Tempore Wheeler)
January 26 and February 24 Regular Meetings
8. Orange County Senior Citizens Advisory Council (SCAC)
(Mayor Pro Tempore Wheeler)
February 10 General Meeting
9. Association of California Cities - Orange County (ACC-OC)
(Mayor Heft)
February 16 Mass Shooting and Critical Incident Preparedness Forum

10. CITY COUNCIL MEMBER COMMENTS

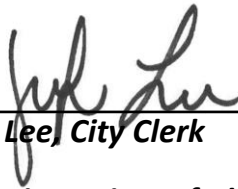
ADJOURNMENT

The meeting will be adjourned in memory of former 20-year City employee Lisa Hernandez.

The next Regular Meeting of the City Council/Planning Agency will be March 14, 2023, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, 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 February 20, 2023, at 5:00 p.m.



Jennifer Lee, City Clerk

February 20, 2023

Date

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.

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: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Certificates of Recognition for Laguna Hills High School Student Liaisons
Ella Carnahan and Kia Arfania

RECOMMENDATION: That Mayor Heft present Certificates of Recognition to Ella Carnahan and Kia Arfania recognizing their service as the Laguna Hills High School 2022 Fall Student Liaisons.

SUMMARY:

The City of Laguna Hills and the Laguna Hills High School PTSA established a Student Liaison Program in 1993. Ella Carnahan and Kia Arfania have served as the Student Liaisons for the 2022 fall semester. The two have served as the Student Liaisons with distinction, and it is in order to recognize their service.

ATTACHMENTS:

- Certificates of Recognition - LHHS 2022 Fall Student Liaisons



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

ELLA CARNAHAN
Laguna Hills High School
Student Liaison

August 23, 2022, through February 28, 2023

WHEREAS, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and

WHEREAS, Ella Carnahan was appointed to serve as the Student Liaison to the City Council and took the Oath of Office on August 23, 2022; and

WHEREAS, Ella Carnahan has served as the Student Liaison with dedication and distinction, setting a fine example for those students who will serve in the future.

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Ella Carnahan for their service to the City as Student Liaison to the City Council.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

KIA ARFANIA
Laguna Hills High School
Student Liaison

August 23, 2022, through February 28, 2023

WHEREAS, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the School and the City Council; and

WHEREAS, Kia Arfania was appointed to serve as the Student Liaison to the City Council and took the Oath of Office on August 23, 2022; and

WHEREAS, Kia Arfania has served as the Student Liaison with dedication and distinction, setting a fine example for those students who will serve in the future.

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Kia Arfania for their service to the City as Student Liaison to the City Council.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Appointment of Laguna Hills High School Student Liaisons Alexa Richter and Audrey Masson for the 2023 Spring Semester

RECOMMENDATION: That Mayor Heft present Certificates of Appointment to Laguna Hills High School Student Liaisons Alexa Richter and Audrey Masson.

SUMMARY:

By action of the City Council on July 27, 1993, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between Laguna Hills High School and the City Council. Alexa Richter and Audrey Masson were selected by the Laguna Hills High School Parent, Teacher and Student Association (PTSA) to serve as the 2023 Spring Student Liaisons. Both Student Liaisons met with the City Clerk prior to this meeting to administer the Oath of Office.

ATTACHMENTS:

- Certificates of Appointment - LHHS 2023 Spring Student Liaisons



CITY OF LAGUNA HILLS

CERTIFICATE OF APPOINTMENT

be it known that

ALEXA RICHTER

*on February 28, 2023, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF APPOINTMENT

be it known that

AUDREY MASSON

*on February 28, 2023, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Orange County Fire Authority Helicopter Rescue

RECOMMENDATION: That Mayor Heft present Certificates of Commendation to Incident Commander, Battalion Chief Matthew Levesque and the crew of Helicopter 1.

SUMMARY:

On January 14, 2023, at 3:26 p.m., a 19-year-old female was swept away while trying to cross the fast-moving Aliso Creek with her 14-year-old brother. Orange County Fire Authority crews responded quickly and Helicopter 1 inserted a rescuer that secured the victim, hoisted her out of the creek and to awaiting crews on the shoreline. The victim was assessed and ultimately released to herself.

Mayor Heft will present Certificates of Commendation to the Incident Commander, Battalion Chief Matthew Levesque and the four member crew of Helicopter 1, Joey Healset (Pilot), Robert Bucho (Fire Captain/Crew Chief), Mark Margolin (Rescue Medic), and Michael Sosamon (Rescue Medic) for the successful rescue.

ATTACHMENTS:

- Certificates of Commendation



CITY OF LAGUNA HILLS

CERTIFICATE OF COMMENDATION

MATTHEW LEVESQUE
Battalion Chief
Orange County Fire Authority

WHEREAS, on January 14, 2023, at 3:26 in the afternoon, a 19-year-old female was swept away while trying to cross the fast-moving Aliso Creek with her 14-year-old brother; and

WHEREAS, Orange County Fire Authority crews responded quickly and upon arrival found that while the brother had been able to self-extricate from the creek, his sister was clinging to a tree; and

WHEREAS, as crews prepared for a shoreline rescue, Helicopter 1 arrived on the scene and inserted a rescuer who secured the female victim, holstered her out of the creek, and lowered her down to awaiting crews, where she was assessed and ultimately released to herself; and

WHEREAS, the actions exhibited by Battalion Chief Matthew Levesque, Incident Commander were commendable and an example of the professionalism displayed by the emergency responders of the Orange County Fire Authority; and

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend, Matthew Levesque for his skillful and courageous actions in responding to an emergency.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF COMMENDATION

JOEY HEASLET

Pilot

Orange County Fire Authority

WHEREAS, on January 14, 2023, at 3:26 in the afternoon, a 19-year-old female was swept away while trying to cross the fast-moving Aliso Creek with her 14-year-old brother; and

WHEREAS, Orange County Fire Authority crews responded quickly and upon arrival found that while the brother had been able to self-extricate from the creek, his sister was clinging to a tree; and

WHEREAS, as crews prepared for a shoreline rescue, Helicopter 1 arrived on the scene and inserted a rescuer who secured the female victim, holstered her out of the creek, and lowered her down to awaiting crews, where she was assessed and ultimately released to herself; and

WHEREAS, the actions exhibited by Pilot Joey Heaslet were commendable and an example of the professionalism displayed by the emergency responders of the Orange County Fire Authority; and

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend Joey Heaslet for his skillful and courageous actions in responding to an emergency.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF COMMENDATION

ROBERT BUCHO
Fire Captain/Crew Chief
Orange County Fire Authority

WHEREAS, on January 14, 2023, at 3:26 in the afternoon, a 19-year-old female was swept away while trying to cross the fast-moving Aliso Creek with her 14-year-old brother; and

WHEREAS, Orange County Fire Authority crews responded quickly and upon arrival found that while the brother had been able to self-extricate from the creek, his sister was clinging to a tree; and

WHEREAS, as crews prepared for a shoreline rescue, Helicopter 1 arrived on the scene and inserted a rescuer who secured the female victim, holstered her out of the creek, and lowered her down to awaiting crews, where she was assessed and ultimately released to herself; and

WHEREAS, the actions exhibited by Fire Captain/Crew Chief Robert Bucho were commendable and an example of the professionalism displayed by the emergency responders of the Orange County Fire Authority; and

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend Robert Bucho for his skillful and courageous actions in responding to an emergency.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF COMMENDATION

MARK MARGOLIN

Rescue Medic

Orange County Fire Authority

WHEREAS, on January 14, 2023, at 3:26 in the afternoon, a 19-year-old female was swept away while trying to cross the fast-moving Aliso Creek with her 14-year-old brother; and

WHEREAS, Orange County Fire Authority crews responded quickly and upon arrival found that while the brother had been able to self-extricate from the creek, his sister was clinging to a tree; and

WHEREAS, as crews prepared for a shoreline rescue, Helicopter 1 arrived on the scene and inserted a rescuer who secured the female victim, holstered her out of the creek, and lowered her down to awaiting crews, where she was assessed and ultimately released to herself; and

WHEREAS, the actions exhibited by Rescue Medic Mark Margolin were commendable and an example of the professionalism displayed by the emergency responders of the Orange County Fire Authority; and

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend Mark Margolin for his skillful and courageous actions in responding to an emergency.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF COMMENDATION

MICHAEL SOSAMON

**Rescue Medic
Orange County Fire Authority**

WHEREAS, on January 14, 2023, at 3:26 in the afternoon, a 19-year-old female was swept away while trying to cross the fast-moving Aliso Creek with her 14-year-old brother; and

WHEREAS, Orange County Fire Authority crews responded quickly and upon arrival found that while the brother had been able to self-extricate from the creek, his sister was clinging to a tree; and

WHEREAS, as crews prepared for a shoreline rescue, Helicopter 1 arrived on the scene and inserted a rescuer who secured the female victim, holstered her out of the creek, and lowered her down to awaiting crews, where she was assessed and ultimately released to herself; and

WHEREAS, the actions exhibited by Rescue Medic Michael Sosamon were commendable and an example of the professionalism displayed by the emergency responders of the Orange County Fire Authority; and

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend Michael Sosamon for his skillful and courageous actions in responding to an emergency.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR

Attachment: Certificates of Commendation (3080 : Orange County Fire Authority Helicopter Rescue)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Captain Rene De La Rosa
Acting Chief of Police Services
ISSUE: 2022 Laguna Hills Deputy of the Year

RECOMMENDATION: That Mayor Heft present a Certificate of Recognition to Deputy Michael Barboza, 2022 Laguna Hills Deputy of the Year.

SUMMARY:

The Orange County Sheriff's Department - Laguna Hills Police Services is to be considered among the best and most professional law enforcement departments in the state. At the end of each year, Laguna Hills deputies and sergeants vote on Deputy of the Year. This selection is based off exemplary performance, team cohesiveness and dedication to the community of Laguna Hills. To be voted as Deputy of the Year is an honor and huge accomplishment. The overwhelming vote was for Deputy Michael Barboza.

In 2018, Michael was transferred to North Patrol Operations and later to Laguna Hills Police Services. Michael was extremely proactive and worked above and beyond his daily assignments, so he was selected to work the Laguna Hills Special Enforcement Team (SET). While working SET, he made numerous arrests for illegal narcotics, gang related crimes, and weapons violations.

Due to Michael's job knowledge and ability to teach, he was selected to one of the most important positions in the department, a Field Training Officer. He has trained a total of eight patrol deputies. He inspires young deputies to work hard and do the right thing.

2022 Laguna Hills Deputy of the Year
February 28, 2023
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Michael is also one of our Unmanned Aerial Vehicle (UAV) pilots and has had many successful deployments. Michael is a member of the Critical Incident Response Team (CIRT) and Sheriff's Response Team (SRT); where he is often called upon for major incidents and civil unrest.

This year, Michael made 84 arrests, 157 traffic stops, and wrote 253 citations which were mostly drug citations. He is very involved in the Laguna Hills community and volunteers for many of the city events.

Michael was nominated for the Medal of Valor, Courage, and Life Saving for a mass shooting that occurred at Laguna Woods Geneva Presbyterian Church in May of 2022. Unknown if there were multiple shooters, he courageously entered the church and began rendering first aid. He applied a total of three tourniquets to prevent victims from bleeding to death which more than likely saved their lives.

Michael was just recently assigned to our Direct Enforcement Team where he will use his expertise to investigate major crimes that have occurred in South County. Michael has already started investigating many of the burglaries that have plagued Orange County.

Michael truly exemplifies our department's commitment to public safety, service above self and public trust. Michael is a consummate professional who not only impacts our community in a positive manner but make everyone around him better.

Congratulations to Deputy Michael Barboza on receiving the 2022 Deputy of the Year Award.

ATTACHMENTS:

- Certificate of Recognition - Deputy Michael Barboza, 2022 Deputy of the Year



CITY OF LAGUNA HILLS CERTIFICATE OF RECOGNITION

MICHAEL BARBOZA

Deputy Sheriff

City of Laguna Hills

2022 Deputy of the Year

Orange County Sheriff's Department

WHEREAS, Deputy Michael Barboza has faithfully, professionally, and diligently served as a Deputy Sheriff for the City of Laguna Hills since June of 2021; and

WHEREAS, Deputy Barboza has performed in an exemplary manner, expanding his knowledge and expertise by earning the designations of Field Training Officer (FTO), Special Enforcement Team member, Critical Incident Response Team member, Sheriff's Response Team member, and Unmanned Aerial Vehicle (UAV) Pilot; and

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

WHEREAS, Deputy Barboza was overwhelmingly selected by his peers and supervisors to be recognized for his dedication to duty by being named the 2022 Laguna Hills Deputy of the Year.

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize, commend, and thank Deputy Michael Barboza 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 28th day of February 2023.

JANINE HEFT, MAYOR

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City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Twenty Year Anniversary Award

RECOMMENDATION: That Mayor Heft recognize and present a Certificate of Recognition to David Reynolds, Deputy City Manager, for Twenty Years of Service to the City of Laguna Hills.

SUMMARY:

At this meeting, Mayor Heft will recognize David Reynolds, Deputy City Manager, for twenty years of service to the City of Laguna Hills. Mr. Reynolds began his service as a full-time City employee on February 24, 2003.

Employees are presented with a Certificate of Recognition and a gift when they complete five, ten, fifteen, twenty and twenty-five years of full-time employment. After five years of full-time employment employees receive a pen and pencil set. After ten years, employees receive an engraved clock and management employees receive a one-time allotment of 40 hours of vacation leave added to their vacation leave balance. Employees serving fifteen years of employment receive a \$100.00 gift certificate to a Laguna Hills business establishment. After twenty years of employment, employees receive a watch and non-management employees receive a one-time allotment of 40 hours of discretionary holiday leave to be used within the following twelve-month period. Following Twenty-five years of service, employees receive a \$250 gift certificate to a Laguna Hills business establishment and management employees receive a one-time allotment of 40 hours of discretionary holiday leave to be used within the following twelve-month period.

Twenty Year Anniversary Award

February 28, 2023

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ATTACHMENTS:

- Certificate of Recognition - David Reynolds, Twenty Years of Service



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

DAVID REYNOLDS Deputy City Manager Twenty Year Service Award

WHEREAS, David Reynolds was hired by the City as a Management Analyst on February 24, 2003, was promoted to Assistant to the City Manager on July 1, 2006, and was promoted to his present position of Deputy City Manager on March 17, 2008; and

WHEREAS, it is the policy and practice of the City of Laguna Hills to attract and retain highly qualified and motivated people; and

WHEREAS, David Reynolds has served the City of Laguna Hills in a professional, caring and conscientious manner for twenty years; and

WHEREAS, Mr. Reynolds' service has greatly contributed to the overall success of the City in its efforts to provide quality local government services, programs, and projects to the residents and businesses of Laguna Hills; and

WHEREAS, it is an honor to recognize the length and quality of Mr. Reynolds' service to the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, does hereby express appreciation to David Reynolds for twenty years of service to the City of Laguna Hills.

Dated this 28th day of February 2023.

JANINE HEFT, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Schedule of Future Events

RECOMMENDATION: That the City Clerk announce the upcoming meetings and events.

SUMMARY:

Rooted Volunteer Planting Event

Saturday, March 4, 9:00 a.m., El Dorado Street

City Council/Planning Agency Regular Meeting

Tuesday, March 14, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Traffic Commission Meeting

Wednesday, March 15, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Events, Communication, and Beautification Committee Regular Meeting

Monday, March 20, 11:00 a.m., Laguna Hills Civic Center Admin. Conference Room

City Council/Planning Agency Regular Meeting

Tuesday, March 28, 7:00 p.m., Laguna Hills Civic Center Council Chamber



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for January 24, 2023, Special Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the January 24, 2023, Special Meeting.

ATTACHMENTS:

- January 24, 2023 CC Special Meeting Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES
Tuesday, January 24, 2023**

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor Heft.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Dave Wheeler	Mayor Pro Tempore	Present	
Don Caskey	Council Member	Present	
Erica Pezold	Council Member	Present	
Joshua Sweeney	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (3 potential cases).

PUBLIC COMMENTS

There were no public comments on the closed session item.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR COUNCIL CHAMBER

CONVENE INTO CLOSED SESSION

The City Council convened into closed session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER

The City Council reconvened the City Council Meeting at 7:02 p.m. All Council Members were present in Chamber.

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

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (3 potential cases).

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda with no reportable action taken.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 7:03 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of February 28, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for January 24, 2023, Regular Meeting

RECOMMENDATION: That the City Council approve the City Council/Planning Agency Minutes for the January 24, 2023, Regular Meeting.

ATTACHMENTS:

- January 24, 2023 CC Regular Meeting Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, January 24, 2023**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:03 p.m. by Mayor Heft.

INVOCATION: Council Member Sweeney

PLEDGE OF ALLEGIANCE: Council Member Pezold

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Dave Wheeler	Mayor Pro Tempore	Present	
Don Caskey	Council Member	Present	
Erica Pezold	Council Member	Present	
Joshua Sweeney	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison Report

The City Council received a PowerPoint presentation from Laguna Hills High School 2022 Fall Student Liaison Ella Carnahan.

1.2 Certificate of Recognition - Richard Fiore, 45 Years of Public Service

Mayor Heft presented a Certificate of Recognition to Richard Fiore for 45 Years of Public Service on the Moulton Niguel Water District Board of Directors.

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

City Clerk Lee announce the upcoming meetings and events.

3. PUBLIC COMMENTS

The following individuals addressed the City Council on non-agendized items:

Andrew O'Connor, a resident of Foothill Ranch, requested the City Council censure Mayor Heft.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Mayor Pro Tempore
SECONDER:	Don Caskey, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, Council Member

4.1 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.

4.2 Approval of Minutes for January 10, 2023, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the January 10, 2023, Regular Meeting.

4.3 Ratification of January 24, 2023, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from December 30, 2022, to January 12, 2023, in the amount of \$1,288,724.35.

4.4 Treasurer's Investment Report for November 2022

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of November 2022.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

5. PLANNING AGENCY

Mayor Heft 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 7:21 p.m.

5.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Dave Wheeler	Vice Chair	Present	
Don Caskey	Agency Member	Present	
Erica Pezold	Agency Member	Present	
Joshua Sweeney	Agency Member	Present	

5.2. PUBLIC COMMENTS

There were no Planning Agency public comments on non-agendized items.

5.3. APPROVAL OF MINUTES

There were no Planning Agency Minutes to approve.

5.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

5.5. PLANNING AGENCY PUBLIC HEARINGS

5.5.1 Site Development Permit/Tentative Parcel Map/Parking Use Permit (SDP/TPM/PUP) No. USE-0105-2022, a Request by Laguna Hills Plaza, LLC for Approval of a Site Development Permit, Tentative Parcel Map, and Joint Use of Parking Facilities to Redevelop the- Existing Shopping Center Known as the Laguna Hills Plaza Located at 24791-24881 Alicia Parkway

Agency Member Sweeney recused himself from participating in the item due to a potential conflict of interest caused by his residence being located within 1,000 feet of the subject parcel and left the dais.

Senior Planner Wu reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Agency Member requests for additional information.

Community Development Director Longenecker responded to Agency Member requests for additional information.

City Attorney Simonian responded to Agency Member requests for additional information.

Chair Heft opened the public hearing.

The following individuals addressed the Planning Agency on the public hearing item:

Project Applicant, Bret Bernard, AICP, Director of Planning & Development, Milan Capital Management, spoke in favor of the project, responded to Agency Member requests for additional information, and agreed to abide by the project's conditions of approval.

Mark Lausier, Senior Associate, AO Architects, responded to Agency Member requests for additional information.

Kari M. Brooner, Landscape Architect, KMB Design Studio, responded to Agency Member requests for additional information.

Dawn Ford, a resident of Laguna Hills, inquired about an existing ATM on the project site.

Cindy Sutherland, a resident of Laguna Hills, expressed concerns regarding delivery times and noise levels.

Robert Schley, a resident of Laguna Hills, inquired about findings of the noise study on the project and the potential sound wall proposed for the project.

Trissa Allen, P.E., Senior Transportation Engineer, Linscott, Law & Greenspan, responded to Agency Member requests for additional information.

Greg Tonkovich, Senior Analyst, Vista Environmental, Inc, responded to Agency Member requests for additional information.

Matthew Phillips, owner of neighboring commercial property, inquired about the proposed project parameters and potential future uses.

Chair Heft closed the public hearing.

Chair Heft reopened the public hearing.

The following individuals addressed the Planning Agency on the public hearing item:

Project Applicant, Bret Bernard, AICP, Director of Planning & Development, Milan Capital Management, responded to Agency Member requests for additional information and agreed to abide by the project's conditions of approval as revised by the City Council.

Robert Schley, a resident of Laguna Hills, provided comments on the public notice he received for the project.

Chair Heft closed the public hearing.

Recommendation: That the Planning Agency:

- 1) Conduct a public hearing;
- 2) Find and determine that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15301 and 15302 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities; Class 2, Replacement or Reconstruction);
- 3) Adopt Resolution No. PA2023 -01-24-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Site Development Permit (SDP)/Tentative Parcel Map (TPM)/Parking Use Permit (PUP) No. USE-0105-2022, a Request by Bret Bernard, Director of Planning and Development, Milan Capital Management, on Behalf of Laguna Hills Plaza, LLC for Approval of a Site Development Permit, Tentative Parcel Map, and Joint Use of Parking Facilities in Order to Redevelop the Existing Shopping Center Known as the Laguna Hills Plaza Located at 24791-24881 Alicia Parkway, Including an Exemption from the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15301 and 15302 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities; Class 2, Replacement or Reconstruction)."

A motion to move staff's recommendation with discussed changes to condition of approval no. 12 on Resolution No. PA2023-01-24-1 was moved by Agency Member Pezold, seconded by Agency Member Caskey.

RESULT:	APPROVED [4 TO 0]
MOVER:	Erica Pezold, Agency Member
SECONDER:	Don Caskey, Agency Member
AYES:	Janine Heft, Chair; Dave Wheeler, Vice Chair; Don Caskey, Agency Member; Erica Pezold, Agency Member
RECUSED:	Joshua Sweeney, Agency Member

Agency Member Sweeney return to the dais and rejoined the meeting.

PLANNING AGENCY ADJOURNMENT

Chair Heft adjourned the Planning Agency Meeting at 9:49 p.m. and reconvened the City Council Meeting. All Council Members were present in Chamber.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

7. ADMINISTRATIVE REPORTS**7.1. City Manager****7.1.1 Discussion on Laguna Hills Civic Center Suite 255 for Use by the Laguna Hills Chamber of Commerce**

City Manager Hildenbrand reviewed the information provided in the staff report and responded to Council Member requests for additional information.

Sheri Feinberg, Government Affairs Director, Laguna Hills Chamber of Commerce, responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

Recommendation: That the City Council discuss and provide direction to staff.

A motion to direct staff to agendize a license agreement for City Council approval to allow the Chamber of Commerce to occupy Suite 255 was moved by Council Member Pezold, seconded by Mayor Heft.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Janine Heft, Mayor
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, Council Member

7.1.2 Discussion of City Council Policy No. 120 Regarding Procedures for Council Members to Place Items on Future City Council Agendas

Recommendation: That the City Council discuss and provide input to staff.

Mayor Heft received consensus from the City Council to continue Item No. 7.1.2 to a City Council Workshop on February 28, 2023.

7.2. Deputy City Manager/Community Services Director

7.2.1 2022 Post Holiday Events Report

Deputy City Manager/ Community Services Director Reynolds reviewed the information provided in the staff report, provided a video presentation, and responded to Council Member requests for additional information.

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

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. San Joaquin Hills Transportation Corridor Agency Board of Directors
(Mayor Heft)
November 17, 2022 Annual Workshop.

Mayor Heft provided a video presentation.

2. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
January 12, 2023, Special Meeting and January 19, 2023, Regular Meeting.

Council Member Pezold provided an oral report.

3. Association of California Cities - Orange County
(Mayor Heft)
January 12, 2023, Newly Elected Officials Orientation and Training.

Mayor Heft provided an oral report.

4. Orange County Transportation Authority Citizens Advisory Committee
(Mayor Pro Tempore Wheeler)
January 17, 2023, Meeting.

Mayor Pro Tempore Wheeler provided an oral report.

Mayor Pro Tempore Wheeler provided an oral report on the January 13, 2023, monthly general meeting and January 18, 2023, Wellbeing Reimagined committee meeting of the Orange County Citizens Advisory Council.

10. CITY COUNCIL MEMBER COMMENTS**Mayor Pro Tempore Wheeler**

Mayor Pro Tempore Wheeler listed several items approved by the City Council that he would like to see addressed by staff and directed staff to look into recent increases residents have seen on their gas bills.

Council Member Pezold

Council Member Pezold requested a discussion on car exhaust noise level regulations be agendized for a future meeting and received second from Mayor Heft.

Council Member Sweeney

Council Member Sweeney requested a discussion on the formation of a committee on public safety be agendized for a future meeting and received a second from Mayor Wheeler.

Mayor Heft

Mayor Heft requested a discussion on leaf blower regulations be agendized for a future meeting and received a second from Mayor Pro Tempore Wheeler.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 10:46 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of February 28, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for February 1, 2023, Special Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the February 1, 2023, Special Meeting.

ATTACHMENTS:

- February 1, 2023 CC Special Meeting Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL**

**SPECIAL MEETING
MINUTES
Wednesday, February 1, 2023**

CALL TO ORDER

The meeting was called to order at 4:00 p.m. by Mayor Heft.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Dave Wheeler	Mayor Pro Tempore	Present	
Don Caskey	Council Member	Present	
Erica Pezold	Council Member	Late	4:05 p.m.
Joshua Sweeney	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

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

PUBLIC COMMENTS

There were no public comments on the closed session item.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR COUNCIL CHAMBER

CONVENE INTO CLOSED SESSION

The City Council convened into closed session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER

The City Council reconvened the City Council Meeting at 6:20 p.m. All Council Members were present in Chamber.

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

Pursuant to Government Code Section 54956.9

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

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda with no reportable action taken.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 6:20 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of February 28, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Ratification of February 28, 2023, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from January 13, 2023 to February 16, 2023, in the amount of \$1,613,205.53.

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 January 13, 2023 to February 16, 2023, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Payables Detail Report - February 28, 2023
- Warrant Register - February 28, 2023



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 01/13/2023 - 02/16/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
01/19/2023	AT AND T - CALNET 3	000019320992	Alarm, Com Ctr & City Hall Lines, Jan '23	100-195-630000	158.19
01/19/2023	AT AND T - CALNET 3	000019320992	Alarm, Com Ctr & City Hall Lines, Jan '23	100-310-630100	93.35
01/19/2023	SOUTHERN CALIFORNIA EDISON	010323 - Acct #70016247	Street Lights, Traffic Control, Oct-Dec '22	100-356-631400	1,206.15
01/19/2023	SOUTHERN CALIFORNIA EDISON	010323 - Acct #70016247	Street Lights, Traffic Control, Oct-Dec '22	100-356-631900	4,327.83
01/19/2023	COX COMMUNICATION	010523	T-1 Line, Jan '23	100-195-630000	896.36
01/19/2023	COX COMMUNICATION	010723	Traffic Signal, Jan '23	100-195-630000	84.00
01/19/2023	CREATIVE KIDS PLAYHOUSE	011823	Musical Theatre, Contract Instructor Services	100-310-721500	2,719.50
01/19/2023	CHILDRENS THEATRE OF OC	1184K20515	Recruitment, Jan '23	100-195-617000	35.00
01/19/2023	VITUITY - URGENT CARE SERVICES,	12194330 010423	Operating Supplies, Comm Ctr, Jan	100-310-622005	228.31
01/19/2023	SPARKLETTS	122922	WiFi, Community Center, Dec '22	100-195-630000	224.25
01/19/2023	COX COMMUNICATION	123122	Remittance, SMIP Fee, Oct-Dec '22	100-000-221001	314.01
01/19/2023	DEPARTMENT OF CONSERVATION	123122	Remittance, SMIP Fee, Oct-Dec '22	100-000-221002	885.00
01/19/2023	DEPARTMENT OF CONSERVATION	123122	Disability Access Fees, Oct-Dec '22	100-000-221012	1,071.00
01/19/2023	DIVISION OF THE STATE ARCHITECT	123122	Disability Access Fees, Oct-Dec '22	100-000-221012	1,071.00
01/19/2023	STATE OF CALIFORNIA	123122 Q4	Building Standard Fund, Oct-Dec '22	100-000-221011	747.00
01/19/2023	CALIFORNIA BUILDING STANDARDS	123122 Q4	Building Standard Fund, Oct-Dec '22	100-000-442000	(74.70)
01/19/2023	COMMISSION	167719	Operating Supplies, Jan '23	100-155-622000	862.00
01/19/2023	SIMONSON PHOTOGRAPHY	167720	Operating Supplies, Jan '23	100-155-622000	650.81
01/19/2023	PRINTEX PRINTING AND GRAPHICS	23934	Special Events, DDD, Jan '23	100-310-695500	367.43
01/19/2023	INC.	252659	CS Dept Website Header Page, Jan	100-195-940000	3,676.00
01/19/2023	CIVIC PLUS	252689	CivicRec Recreation Software Project, Jan '23	100-195-940000	31,982.20
01/19/2023	NEXUSTEK	287178	Professional Services, Software Support, Dec '22	100-195-720050	1,100.00
01/19/2023	TOTAL SOURCE OFFICEWORKS	30821	Office Supplies, Community Ctr, Jan '23	100-310-620500	253.15
01/19/2023	MERCY HOUSE LIVING CENTERS, INC.	5003-22-11	Contract Services - Homelessness, Nov '22	100-310-720302	5,151.03
01/19/2023	HIGH LEVEL SECURITY SOLUTIONS, INC.	5526	Private Security Patrol, Jan '23	100-420-720850	12,240.00
01/19/2023	JCTEES.COM CORPORATION	8470	Operating Supplies, Community Services, Dec '22	100-310-622000	631.07
01/19/2023	REGIONAL FIRST AID, INC	89385	Operating Supplies, Jan '23	100-195-622000	142.44
01/19/2023	STUDIO TWO BLACK DIAMOND	99618	Printing Services, Jan '23	100-195-623000	37.71
01/19/2023	STUDIO TWO BLACK DIAMOND	99635	Printing Services, Jan '23	100-195-623000	75.43
01/19/2023	STUDIO TWO BLACK DIAMOND	99636	Printing Services, Jan '23	100-195-623000	94.20
01/19/2023	SIERRA ROOF INC	CD-0920-BLDR-1354-202	Refund, C&D Deposit, REC-008309-2022	100-000-227001	600.00
01/19/2023	IMPACT ROOFING LLC	CD-0921-BLDR-1388-202	Refund, C&D Deposit, REC-008498-2022	100-000-227001	750.00
01/19/2023	HOYT ROOFS INC	CD-0922-BLDR-1298-202	Refund, C&D Deposit, REC-007996-2022	100-000-227001	900.00
01/19/2023	HOYT ROOFS INC	CD-0923-BLDR-1398-202	Refund, C&D Deposit, REC-008682-2022	100-000-227001	1,080.00
01/19/2023	NEIGHBORHOOD ROOFING	CD-0924-BLDR-1444-202	Refund, C&D Deposit, REC-008943-2022	100-000-227001	660.00
01/19/2023	PAYLESS WATER HEATERS	CD-0925-PLMR-1110-202	Refund, Permit Fees, REC-009298-2022	100-000-221011	1.00

Attachment: Payables Detail Report - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Payables Detail Report

Payment Dates: 01/13/2023 - 02/16/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
01/19/2023	PAYLESS WATER HEATERS	CD-0925-PLMR-1110-202	Refund, Permit Fees, REC-009298-2022	100-000-221012	4.00
01/19/2023	PAYLESS WATER HEATERS	CD-0925-PLMR-1110-202	Refund, Permit Fees, REC-009298-2022	100-000-442000	111.65
01/19/2023	PAYLESS WATER HEATERS	CD-0925-PLMR-1110-202	Refund, Permit Fees, REC-009298-2022	100-000-442007	4.60
01/19/2023	VOYTOVICH, KEVIN	CD-0926-POOLR-0121-20	Refund, Pool Bond, REC-008400-	100-000-228001	500.00
01/26/2023	AT AND T - CALNET 3	000019315420	Traffic Signal, Public Works, Dec '22	100-356-630000	24.04
01/26/2023	WILLDAN ENGINEERING	00624612	Professional Services, VALH, Dec '22	100-000-229100	1,176.00
01/26/2023	WILLDAN ENGINEERING	00624612	Professional Services, VALH, Dec '22	100-000-452000	(1,176.00)
01/26/2023	WILLDAN ENGINEERING	00624612	Professional Services, VALH, Dec '22	100-225-700201	1,176.00
01/26/2023	MOULTON NIGUEL WATER DISTRICT	011223	Water Usage, Public Works & Com Ctr, Dec '22	100-310-635100	463.44
01/26/2023	MOULTON NIGUEL WATER DISTRICT	011223	Water Usage, Public Works & Com Ctr, Dec '22	100-355-635000	1,881.91
01/26/2023	SAN DIEGO GAS AND ELECTRIC	011623	Street Lights, Traffic Control, Nov '22 - Jan '23	100-310-631100	9,254.44
01/26/2023	SAN DIEGO GAS AND ELECTRIC	011623	Street Lights, Traffic Control, Nov '22 - Jan '23	100-355-631000	9,130.43
01/26/2023	SAN DIEGO GAS AND ELECTRIC	011623	Street Lights, Traffic Control, Nov '22 - Jan '23	100-356-631400	14,398.97
01/26/2023	SAN DIEGO GAS AND ELECTRIC	011623	Street Lights, Traffic Control, Nov '22 - Jan '23	100-356-631900	3,364.03
01/26/2023	COX COMMUNICATION	011723	T-1 Line, Jan '23	100-195-630000	617.12
01/26/2023	MMASC LOCC- OC DIVISION	011923	Annual Membership Dues	100-195-610000	90.00
01/26/2023	GRIEGO-SANDS, CINDY	012023	Mileage Reimbursement, Gen Gov, 10/26 - 12/31/22	100-155-613000	61.44
01/26/2023	SOUTHERN CALIFORNIA EDISON	012323 - Acct #70007600	Street Lights, Traffic Control, Dec '22	100-355-631000	55.72
01/26/2023	SOUTHERN CALIFORNIA EDISON	012323 - Acct #70007600	Street Lights, Traffic Control, Dec '22	100-356-631400	94.89
01/26/2023	ORACLE AMERICA, INC.	100656583	Offsite Backup, Dec '22	100-195-720050	82.03
01/26/2023	ANDERSON PENNA PARTNERS, INC.	131964	Inspection Services, Dec '22	100-356-700255	710.00
01/26/2023	ANDERSON PENNA PARTNERS, INC.	132066	Inspection Services, Dec '22	100-356-700255	6,000.00
01/26/2023	DATA TICKET, INC.	142128	Process Fee, Parking Citations, Aug	100-420-720823	671.28
01/26/2023	WEST COAST ARBORISTS, INC.	194786	Tree Trimming Services, Dec '22	100-355-720702	9,326.00
01/26/2023	FRIEDMAN IMAGING	2023002	Document Imaging Svcs, Jan '23	100-155-700030	4,560.16
01/26/2023	HARTZOG AND CRABILL, INC.	23-0012(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Dec '22	100-356-700101	937.50
01/26/2023	HARTZOG AND CRABILL, INC.	23-0012(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Dec '22	100-600-790600	62.50
01/26/2023	HARTZOG AND CRABILL, INC.	23-0015(HCI#3698)	Traffic Signal Mgmt Services, Dec '22	100-356-700101	145.00
01/26/2023	CANON FINANCIAL SERVICES, INC.	29836653	Lease - Copier, City Hall, 1/1/23 - 1/31/23	100-195-641200	253.84
01/26/2023	CANON FINANCIAL SERVICES, INC.	29836654	Lease - Copier, New Admin Copier, 1/1/23 - 1/31/23	100-195-641200	1,401.72
01/26/2023	CANON FINANCIAL SERVICES, INC.	29836655	Lease - Copier, Comm Ctr, 1/1/23 - 1/31/23	100-195-641200	360.40
01/26/2023	TOTAL SOURCE OFFICEWORKS	30561	Office & Computer Supplies, Community Ctr, Dec '22	100-195-621000	347.03
01/26/2023	TOTAL SOURCE OFFICEWORKS	30561	Office & Computer Supplies, Community Ctr, Dec '22	100-310-620500	441.45
01/26/2023	TOTAL SOURCE OFFICEWORKS	30757	Office Supplies, Community Ctr, Jan '23	100-310-620500	71.65
01/26/2023	CROSSTOWN ELECTRICAL AND DATA, INC.	4329 - 4393	Traffic Signal Maintenance, Dec '22	100-356-720420	9,295.88
01/26/2023	RICHARD FISHER ASSOCIATES	4539	Professional Services, CIP 237, Dec	100-600-790600	1,125.00
01/26/2023	RJ ELECTRIC	61485	Parks Contract Repair, Jan '23	100-355-720701	3,200.00
01/26/2023	RJ ELECTRIC	61559	Maintenance & Repair, Comm Ctr, Jan '23	100-310-645500	1,040.70
01/26/2023	AGRICULTURAL PEST CONTROL SERVICES	669054	Landscape Maintenance, Nov '22	100-355-720700	628.00
01/26/2023	WOODRUFF, SPRADLIN AND SMART	73059	Professional Services Legal, Dec '22	100-155-700010	33,635.47
01/26/2023	WOODRUFF, SPRADLIN AND SMART	73059	Professional Services Legal, Dec '22	100-155-700011	835.50
01/26/2023	JAMEY CLARK, INC.	73593	Graffiti Removal, Public Works, Dec	100-355-720500	376.00

Attachment: Payables Detail Report - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Payables Detail Report

Payment Dates: 01/13/2023 - 02/16/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
01/26/2023	NIEVES LANDSCAPE, INC.	73866	Monthly and Misc Landscape, Jan '23	100-355-720700	152.82
01/26/2023	NIEVES LANDSCAPE, INC.	73867	Monthly and Misc Landscape, Jan '23	100-355-720700	1,600.00
01/26/2023	MOBILE MINI, INC.	9016579819	Storage Rental, Community Center, 1/18 - 2/14/23	100-310-641000	225.71
01/26/2023	A SOURCE OF PRIDE	9110615	Operating Supplies, Jan '23	100-155-622000	264.04
01/26/2023	OFFICE SOLUTIONS	I-02085724	Office/Operating Supplies, Jan '23	100-195-620000	733.57
01/26/2023	OFFICE SOLUTIONS	I-02085724	Office/Operating Supplies, Jan '23	100-195-622000	307.13
01/26/2023	TAB PRODUCTS COMPANY	INV000031724	Office Supplies, General Government, Jan '23	100-155-620000	1,795.19
01/26/2023	HDL, COREN AND CONE	SIN024879	Property Tax Audit, Jan - Mar '23	100-155-700055	3,037.57
02/02/2023	COX COMMUNICATION	011923	Cable, City Hall, Jan '23	100-195-630000	32.14
02/02/2023	COX COMMUNICATION	012023	WiFi, City Hall, Jan '23	100-195-630000	182.62
02/02/2023	EL TORO WATER DISTRICT	020123	Water Usage, Public Works, Dec '22	100-355-635000	6,244.39
02/02/2023	DOCU-TRUST	048644	Offsite Data Storage, Jan '23	100-155-700030	180.85
02/02/2023	HR GREEN PACIFIC, INC.	159784	Public Works Permit Inspections, Dec '22	100-356-700255	6,125.00
02/02/2023	TPX COMMUNICATIONS	166353205-0	Communications Expense, Feb '23	100-195-630000	693.43
02/02/2023	WEST COAST ARBORISTS, INC.	195212	Tree Trimming Services, Jan '23	100-355-720702	900.00
02/02/2023	SPECTRUM SPORTS MANAGEMENT, INC.	2023-13	Event Management Services, 1/2 Marathon	100-310-695507	10,000.00
02/02/2023	PRINTEX PRINTING AND GRAPHICS INC.	23985 (1)	Special Events, Rooted Campaign, Jan '23	100-310-695500	202.57
02/02/2023	PRINTEX PRINTING AND GRAPHICS INC.	24007 (1)	Special Events, DDD, Jan '23	100-310-695500	172.40
02/02/2023	SHUTE, MIHALY WEINBERGER LLP	279928	Professional Services, Legal, Dec '22	100-155-700011	180.50
02/02/2023	STONE IMAGERY	29004	Office Supplies, Feb '23	100-155-620000	323.25
02/02/2023	SPARKLETTTS	4228482 012723	Operating Supplies, Jan '23	100-195-622000	342.73
02/02/2023	CROSTOWN ELECTRICAL AND DATA, INC.	4296-23-001	Traffic Signal Maintenance, Jan '23	100-356-720420	3,644.70
02/02/2023	CALIFORNIA CONSULTING, INC.	5591	Grant Writing Services - DOT, Nov '22	100-155-700000	10,000.00
02/02/2023	AGRICULTURAL PEST CONTROL SERVICES	673364	Landscape Maintenance, Dec '22	100-355-720700	628.00
02/02/2023	JAMEY CLARK, INC.	73631	Graffiti Removal, Public Works, Jan	100-355-720500	619.50
02/02/2023	JAMEY CLARK, INC.	73632	Graffiti Removal, Public Works, Jan	100-355-720500	442.50
02/02/2023	JAMEY CLARK, INC.	73633	Graffiti Removal, Public Works, Jan	100-355-720500	619.50
02/02/2023	JAMEY CLARK, INC.	73646	Park Repairs, Public Works, Jan '23	100-355-720701	135.00
02/02/2023	NIEVES LANDSCAPE, INC.	73773	Monthly and Misc Landscape, Jan '23	100-355-720700	87,636.69
02/02/2023	SOUTHERN CALIF MUN ATHLETIC FEDERATION	89727	Membership, Community Services,	100-310-610000	80.00
02/02/2023	MOBILE MINI, INC.	9016633821	Storage Rental, Community Center, 1/24 - 2/20/23	100-310-641000	82.97
02/02/2023	MOBILE MINI, INC.	9016647258	Storage Rental, Community Center, 1/25 - 2/21/23	100-310-641000	217.80
02/02/2023	STUDIO TWO BLACK DIAMOND	99672	Printing Services, Jan '23	100-195-623000	345.73
02/02/2023	STUDIO TWO BLACK DIAMOND	99674	Printing Services, Jan '23	100-195-623000	277.79
02/02/2023	CODE PUBLISHING COMPANY, INC.	GC0009887	Municipal Code Update, Jan '23	100-155-700030	829.00
02/02/2023	OFFICE SOLUTIONS	I-02086315	Office Supplies, Jan '23	100-195-620000	22.19
02/02/2023	QUADIENT LEASING USA, INC.	N9648661	Lease - Mailing Equip, 8/28/22 - 11/27/22	100-195-641000	530.22
02/02/2023	QUADIENT LEASING USA, INC.	N9779565	Lease - Mailing Equip, 11/28/22 - 2/27/23	100-195-641000	530.22
02/02/2023	COUNTY OF ORANGE	SC13723	Communications Charges, 1/1/23 - 3/31/23	100-420-646000	5,213.00
02/07/2023	SOUTHERN CALIFORNIA NEWS	0000553547.	Legal Advertising, Oct '22	100-155-624001	1,816.80
02/07/2023	SOUTHERN CALIFORNIA NEWS	0000555502.	Legal Advertising, Nov '22	100-155-624001	2,305.40
02/07/2023	SOUTHERN CALIFORNIA NEWS	0000557422.	Legal Advertising, Dec '22	100-155-624001	1,493.40
02/09/2023	SOUTHERN CALIFORNIA NEWS	0000559233	Legal Advertising, Jan '23	100-155-624001	446.40
02/09/2023	MOULTON NIGUEL WATER DISTRICT	012623	Water Usage, Public Works, Jan '23	100-355-635000	5,686.71
02/09/2023	MOULTON NIGUEL WATER DISTRICT	012623a	Water Usage, Public Works, Jan '23	100-355-635000	112.50
02/09/2023	QUADIENT FINANCE USA, INC.	012723	Postage Replenishment, Jan '23	100-195-625000	1,000.00
02/09/2023	COX COMMUNICATION	012823	WiFi, Community Center, Jan '23	100-195-630000	224.25

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02/09/2023	SOUTHERN CALIFORNIA EDISON	020123 - Acct #7002345C	Street Lights, Traffic Control, Dec & Jan '23	100-355-631000	819.87
02/09/2023	SOUTHERN CALIFORNIA EDISON	020123 - Acct #7002345C	Street Lights, Traffic Control, Dec & Jan '23	100-356-631400	12,907.63
02/09/2023	SAN DIEGO GAS AND ELECTRIC	020223	Street Lights, Traffic Control, Jan '23	100-356-631400	12,871.15
02/09/2023	SOUTHERN CALIFORNIA EDISON	020223 - Acct #7006973C	Street Lights, Traffic Control, Jan '23	100-355-631000	13.57
02/09/2023	IRVINE RANCH WATER DISTRICT	020323	Water Usage, Public Works, Jan '23	100-355-635000	89.69
02/09/2023	CSMFO	020823	Membership Dues, 2023	100-155-610000	125.00
02/09/2023	ORACLE AMERICA, INC.	100689746	Offsite Backup, Jan '23	100-195-720050	83.09
02/09/2023	BEE MAN, THE	120984	Bee Removal, Public Works, Jan '23	100-355-720701	180.00
02/09/2023	RALPHS GROCERY COMPANY	1322135400_23153047	Operating Supplies, Comm Svcs, Jan '23	100-310-622005	62.05
02/09/2023	ANDERSON PENNA PARTNERS, INC.	133028	Inspection Services, Jan '23	100-356-700255	10,170.00
02/09/2023	HR GREEN PACIFIC, INC.	160054	Public Works Permit Inspections, Jan '23	100-356-700255	5,250.00
02/09/2023	ACTION WELDING CORP	16730	Parks Contract Repair, Feb '23	100-355-720701	1,125.00
02/09/2023	IRV SEAEVER MOTORCYCLES	20230220	Motorcycle Maintenance, Police Svcs, Feb '23	100-420-646100	1,268.59
02/09/2023	AMTEC	3516-02-23	Rebate Report, Bond Issue	100-155-700050	600.00
02/09/2023	DE NOVO PLANNING GROUP	3743	Hazard Mitigation Plan, Jan '23	100-355-700300	900.00
02/09/2023	SMART AND FINAL	3831400010401	Office & Operating Supplies, Jan '23	100-155-622000	33.47
02/09/2023	SMART AND FINAL	3831400010401	Office & Operating Supplies, Jan '23	100-195-620000	62.88
02/09/2023	SMART AND FINAL	3831400010401	Office & Operating Supplies, Jan '23	100-195-622000	17.46
02/09/2023	JAMEY CLARK, INC.	73668	Park Repairs, Public Works, Feb '23	100-355-720701	557.50
02/09/2023	JAMEY CLARK, INC.	73671	Graffiti Removal, Public Works, Feb	100-355-720500	585.00
02/09/2023	EASI FILE	85626	Operating Supplies, Feb '23	100-355-622000	3,153.86
02/09/2023	VERIZON WIRELESS	9926217560	Communication Expense, Jan '23	100-195-630000	979.12
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 01	CDW Govt	100-195-940000	449.91
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 02	Canva	100-310-622500	119.99
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 03	Kira Alvarez Productions	100-310-695500	250.00
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 04	Party City	100-310-695500	115.51
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 05	Apple.com	100-310-695502	10.99
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 06	Bowmar Sports	100-310-622500	2,362.59
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 07	GoDaddy.com	100-195-720050	143.88
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 08	GoDaddy.com	100-195-720050	132.98
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 09	Amazon Marketplace	100-310-695500	43.04
02/09/2023	BANK OF AMERICA VISA CARD	COMSVCS 01.21.23 - 10	Amazon Marketplace	100-310-695500	126.66
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 01	King's Fish House	100-155-622000	50.72
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 02	NeoGov / GovernmentJobs.com	100-195-617000	199.00
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 03	Mangi Con Amore	100-155-622000	95.03
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 04	Mangi Con Amore	100-155-622000	510.15
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 05	City Clerks Association	100-195-617000	200.00
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 06	Municipal Water District OC	100-155-612000	90.00
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 07	HITT Marking Devices	100-195-622000	120.53
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 08	Rodrigo's Mexican Grill	100-155-622000	137.51
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 09	NeoGov / GovernmentJobs.com	100-195-617000	199.00
02/09/2023	BANK OF AMERICA VISA CARD	GENGOV1 01.20.23 - 10	CA Park Rec Society	100-195-617000	75.00
02/09/2023	ORANGE COUNTY TREASURER-TAX COLLECTOR	JAN 23	Parking Fee Surcharge, Jan '23	100-420-720823	2,461.50
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 01	Costco Wholesale	100-420-622000	32.16
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 02	Costco Wholesale	100-420-622000	85.31
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 03	Nothing Bundt Cakes	100-420-695000	24.00
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 04	Bottled Water	100-420-622000	22.45
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 05	Laguna Hills Chamber of Commerce	100-420-695000	450.00
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 06	South Coast Trophy	100-420-622000	485.01
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 07	Ralphs	100-420-622000	14.97
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 08	The Toll Roads of OC	100-420-646100	3.89
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 09	T-Mobile Law Relation	100-420-622000	300.00
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 10	Awards by Paul	100-420-622000	155.16
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 11	Costco Wholesale	100-420-695000	71.13
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 12	Amazon Prime	100-420-621000	16.15

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02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 13	Amazon Marketplace	100-420-621000	66.91
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 14	The Toll Roads of OC	100-420-646100	9.00
02/09/2023	BANK OF AMERICA VISA CARD	POLSVCS 01.20.23 - 15	DiscountMugs.com	100-420-622000	(516.55)
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 01	CEAOC Annual Membership Dues	100-355-610000	50.00
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 02	Bank Fees	100-155-662000	39.00
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 03	CA Dept Pest Regs License	100-355-610000	120.00
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 04	Home Depot	100-355-720401	113.62
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 05	OCTEC Membership 2023	100-355-610000	25.00
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 06	Amazon Marketplace	100-355-720401	43.09
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 07	Home Depot	100-355-720401	316.59
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 08	Grainger	100-355-720401	296.06
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 09	Home Depot	100-355-720401	42.24
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 10	Home Depot	100-355-720401	48.85
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 11	California Asphalt Pavement Association	100-355-611000	199.00
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 12	Home Depot	100-355-720401	1.49
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 13	McNichols Company	100-355-720401	550.90
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 14	Harbor Freight Tools	100-355-720401	366.97
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 15	Home Depot	100-355-720401	12.91
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 16	Home Depot	100-355-720701	20.44
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 17	Home Depot	100-355-720401	55.33
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 18	Bank Fees	100-155-662000	0.47
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 19	Home Depot	100-355-720401	(12.80)
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 20	Home Depot	100-355-720401	(27.18)
02/09/2023	BANK OF AMERICA VISA CARD	PUBWKS 01.20.23 - 21	Home Depot	100-355-720401	(48.85)
02/09/2023	OCSO LAW ENFORCEMENT	SH 64573	Law Enforcement Services, Feb '23	100-420-720800	809,845.47
02/09/2023	CONTRACT, OC TREASURER-TAX				
02/09/2023	COUNTY OF ORANGE	STTM0000608	Communications Charges, Sep '22	100-420-646000	262.28
02/16/2023	USA TROPHY, INC.	00000729	Operating Supplies, Oct '22	100-195-622000	302.78
02/16/2023	AT AND T - CALNET 3	000019468305	Alarm, Com Ctr & City Hall Lines, Feb '23	100-195-630000	161.42
02/16/2023	AT AND T - CALNET 3	000019468305	Alarm, Com Ctr & City Hall Lines, Feb '23	100-310-630100	96.40
02/16/2023	SOUTHERN CALIFORNIA EDISON	020123 - Acct #70016247	Street Lights, Traffic Control, Nov '22 - Jan '23	100-356-631400	1,386.20
02/16/2023	SOUTHERN CALIFORNIA EDISON	020123 - Acct #70016247	Street Lights, Traffic Control, Nov '22 - Jan '23	100-356-631900	4,327.83
02/16/2023	BRINKS, INCORPORATED	12194074	Courier Fee, Armored Transport, Feb '23	100-155-625000	215.08
02/16/2023	SPARKLETTES	12194330 020123	Operating Supplies, Comm Ctr, Feb	100-310-622005	203.33
02/16/2023	DATA TICKET, INC.	146610	Process Fee, Parking Citations, Dec	100-420-720823	560.22
02/16/2023	WEST COAST ARBORISTS, INC.	195799	Tree Trimming Services, Jan '23	100-355-720702	10,950.00
02/16/2023	HARTZOG AND CRABILL, INC.	23-0072(HCI#3502)	Traffic Signal Mgmt Services & VALH, Feb '23	100-000-229100	812.50
02/16/2023	HARTZOG AND CRABILL, INC.	23-0072(HCI#3502)	Traffic Signal Mgmt Services & VALH, Feb '23	100-356-700101	1,994.62
02/16/2023	CROSTOWN ELECTRICAL AND DATA, INC.	4394 - 4443	Traffic Signal Maintenance, Jan '23	100-356-720420	15,442.83
02/16/2023	DOG WASTE DEPOT	530457	Operating Supplies, Feb '23	100-355-622000	619.45
02/16/2023	CHARLES ABBOTT ASSOCIATES, INC	65361	Professional Services, Jan '23	100-225-700000	24,978.21
02/16/2023	JAMEY CLARK, INC.	73649	Graffiti Removal, Public Works, Jan	100-355-720500	1,054.52
02/16/2023	JAMEY CLARK, INC.	73676	Graffiti Removal, Public Works, Feb	100-355-720500	398.25
02/16/2023	JAMEY CLARK, INC.	73677	Graffiti Removal, Public Works, Feb	100-355-720500	177.00
02/16/2023	JAMEY CLARK, INC.	73684	Graffiti Removal, Public Works, Feb	100-355-720500	349.25
02/16/2023	NIEVES LANDSCAPE, INC.	74074	Monthly and Misc Landscape, Feb	100-355-720700	2,828.80
02/16/2023	NIEVES LANDSCAPE, INC.	74075	Monthly and Misc Landscape, Feb	100-355-720700	400.00
02/16/2023	NIEVES LANDSCAPE, INC.	74076	Monthly and Misc Landscape, Feb	100-355-720700	113.28
02/16/2023	FEDERAL EXPRESS CORPORATION	8-034-44012	Delivery Services, Feb '23	100-195-625000	56.82
02/16/2023	ALL CITY MANAGEMENT, INC.	82278	Crossing Guard Services, 12/11/22 - 12/24/22	100-420-720822	7,274.40
02/16/2023	ALL CITY MANAGEMENT, INC.	82813	Crossing Guard Services, 1/8/23 - 1/21/23	100-420-720822	6,443.04

Attachment: Payables Detail Report - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Payables Detail Report

Payment Dates: 01/13/2023 - 02/16/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
02/16/2023	ALL CITY MANAGEMENT, INC.	83144	Crossing Guard Services, 1/22/23 - 2/4/23	100-420-720822	6,495.00
02/16/2023	WEX BANK	86654018 COMDEV	Vehicle Fuel, Jan '23	100-225-613100	453.18
02/16/2023	WEX BANK	86654018 COMDEV	Vehicle Fuel, Jan '23	100-225-646100	20.00
02/16/2023	WEX BANK	86654086 COMSVCS	Vehicle Fuel, Jan '23	100-310-613100	218.49
02/16/2023	WEX BANK	86654190 PUBWKS	Vehicle Fuel, Jan '23	100-355-613100	286.55
02/16/2023	WEX BANK	86654190 PUBWKS	Vehicle Fuel, Jan '23	100-355-646100	6.00
02/16/2023	TRIEPI SMITH AND ASSOCIATES,	9495	Communications Support, Jan '23	100-155-695000	6,250.00
02/16/2023	OFFICE SOLUTIONS	I-02092949	Office/Operating Supplies, Feb '23	100-195-620000	172.79
02/16/2023	OFFICE SOLUTIONS	I-02092949	Office/Operating Supplies, Feb '23	100-195-622000	376.45
02/16/2023	MILLENNIUM ALARM SYSTEMS, INC.	INV0862207	New Camera and Upgrade Project, Comm Ctr	100-310-910500	165,711.64
02/16/2023	COUNTY OF ORANGE	SH 64601	Fingerprint ID System Charges, Feb	100-420-720835	1,188.00
Fund 100 - GENERAL FUND Total:					1,485,159.41
Fund: 212 - MEASURE M					
01/26/2023	QUICK CRETE PRODUCTS CORP.	126665	Street Maint Repair, Dec '22	212-355-720400	6,180.94
02/02/2023	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	120230377	Street Maintenance, Jan '23	212-355-720400	129.00
02/02/2023	SUNSET PROPERTY SERVICES JONSET CORPORATION	130299SP	Street Sweeping Services, Aug '22	212-355-720410	13,286.68
02/02/2023	SUNSET PROPERTY SERVICES JONSET CORPORATION	130641SP	Street Sweeping Services, Sep '22	212-355-720410	12,676.21
02/02/2023	SUNSET PROPERTY SERVICES JONSET CORPORATION	130967SP	Street Sweeping Services, Oct '22	212-355-720410	16,491.77
02/02/2023	SUNSET PROPERTY SERVICES JONSET CORPORATION	131261SP	Street Sweeping Services, Nov '22	212-355-720410	15,798.55
02/02/2023	SUNSET PROPERTY SERVICES JONSET CORPORATION	131583SP	Street Sweeping Services, Dec '22	212-355-720410	16,901.62
02/02/2023	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	22-2302628	Street Maintenance, Jan '23	212-355-720400	37.77
02/09/2023	TOLAR MANUFACTURING CO., INC.	14603	Street Maintenance, Jan '23	212-355-720400	3,017.01
02/09/2023	TOLAR MANUFACTURING CO., INC.	14604	Street Maintenance, Jan '23	212-355-720400	226.28
02/09/2023	CHARLES ABBOTT ASSOCIATES, INC	65354	Road Maintenance, Jan '23	212-355-720400	24,777.23
02/09/2023	CHARLES ABBOTT ASSOCIATES, INC	65354-A City Property	Road Maintenance, Jan '23	212-355-720400	375.00
02/09/2023	CHARLES ABBOTT ASSOCIATES, INC	65354-B Facilities	Road Maintenance, Jan '23	212-355-720400	300.00
02/09/2023	CHARLES ABBOTT ASSOCIATES, INC	65354-C Parks	Road Maintenance, Jan '23	212-355-720400	600.00
Fund 212 - MEASURE M Total:					110,798.06
Fund: 221 - SENIOR MOBILITY PROGRAM					
02/02/2023	CALIFORNIA YELLOW CAB	12406022	Senior Mobility Program, Dec '22	221-310-720000	653.00
02/16/2023	CALIFORNIA YELLOW CAB	1406023	Senior Mobility Program, Jan '23	221-310-720000	440.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,093.00
Fund: 306 - CR&R RECYCLING FEE					
01/19/2023	ECONOMICS, INC.	2017-2018.66	Professional Services, Recycling Program, Dec '22	306-355-700000	1,613.33
02/16/2023	ECONOMICS, INC.	2017-2018.67	Professional Services, Recycling Program, Jan '23	306-355-700000	4,945.00
Fund 306 - CR&R RECYCLING FEE Total:					6,558.33
Fund: 309 - SB 1383 Grant					
01/19/2023	ECONOMICS, INC.	2017-2018.66	Professional Services, Recycling Program, Dec '22	309-355-700000	2,790.82
02/16/2023	ECONOMICS, INC.	2017-2018.67	Professional Services, Recycling Program, Jan '23	309-355-700000	5,340.01
Fund 309 - SB 1383 Grant Total:					8,130.83
Fund: 312 - CASp					
01/19/2023	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	123122	Disability Access Fees, Oct-Dec '22	312-000-442000	(940.90)
Fund 312 - CASp Total:					(940.90)
Fund: 451 - LIABILITY SELF-INSURANCE					
01/26/2023	WOODRUFF, SPRADLIN AND SMART	73059	Professional Services Legal, Dec '22	451-155-700011	2,406.80
Fund 451 - LIABILITY SELF-INSURANCE Total:					2,406.80

Attachment: Payables Detail Report - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Payables Detail Report

Payment Dates: 01/13/2023 - 02/16/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
01/26/2023	HARTZOG AND CRABILL, INC.	23-0012(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Dec '22	600-000-490100	(62.50)
01/26/2023	HARTZOG AND CRABILL, INC.	23-0012(HCI#3502)	Traffic Signal Mgmt Services, CIP 168, Dec '22	600-251-950168	62.50
01/26/2023	RICHARD FISHER ASSOCIATES	4539	Professional Services, CIP 237, Dec	600-000-490100	(1,125.00)
01/26/2023	RICHARD FISHER ASSOCIATES	4539	Professional Services, CIP 237, Dec	600-252-950237	1,125.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					1,613,205.53

Attachment: Payables Detail Report - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,485,159.41	1,485,159.41
212 - MEASURE M	110,798.06	110,798.06
221 - SENIOR MOBILITY PROGRAM	1,093.00	1,093.00
306 - CR&R RECYCLING FEE	6,558.33	6,558.33
309 - SB 1383 Grant	8,130.83	8,130.83
312 - CASp	(940.90)	(940.90)
451 - LIABILITY SELF-INSURANCE	2,406.80	2,406.80
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	1,613,205.53	1,613,205.53

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-221001	SMIP - Residential	314.01	314.01
100-000-221002	SMIP - Commercial	885.00	885.00
100-000-221011	Building Standards Fee	748.00	748.00
100-000-221012	SB1186 ADA CASp Fees	1,075.00	1,075.00
100-000-227001	Security Deposit - Waste	3,990.00	3,990.00
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-229100	Trust Account - VALH Project -	1,988.50	1,988.50
100-000-442000	Building Related Permits	36.95	36.95
100-000-442007	ImagingPlans&DocumentsFee	4.60	4.60
100-000-452000	Plan Check Fee - Fee Base	(1,176.00)	(1,176.00)
100-155-610000	Memberships and Dues Expense	125.00	125.00
100-155-612000	Travel, Conferences & Meetings	90.00	90.00
100-155-613000	Mileage Reimbursement	61.44	61.44
100-155-620000	Office Supplies	2,118.44	2,118.44
100-155-622000	Operating Supplies	2,603.73	2,603.73
100-155-624001	Advertising - Legal	6,062.00	6,062.00
100-155-625000	Postage & Delivery	215.08	215.08
100-155-662000	Bank & Merchant Service Fees	39.47	39.47
100-155-695000	CommunityAsstnc/PublicRelation	6,250.00	6,250.00
100-155-700000	Professional Services	10,000.00	10,000.00
100-155-700010	Legal Services-General Counsel	33,635.47	33,635.47
100-155-700011	Legal Services-Litigation	1,016.00	1,016.00
100-155-700030	Professional Svcs- City Clerk	5,570.01	5,570.01
100-155-700050	Professional Services- Financial	600.00	600.00
100-155-700055	Professional Services -	3,037.57	3,037.57
100-195-610000	Memberships and Dues Expense	90.00	90.00
100-195-617000	Recruitment	708.00	708.00
100-195-620000	Office Supplies	991.43	991.43
100-195-621000	Computer Supplies	347.03	347.03
100-195-622000	Operating Supplies	1,609.52	1,609.52
100-195-623000	Printing	830.86	830.86
100-195-625000	Postage & Delivery	1,056.82	1,056.82
100-195-630000	Telephone & Communication	4,252.90	4,252.90
100-195-641000	Rent/Lease - Equipment	1,060.44	1,060.44
100-195-641200	Rent/Lease - Copier	2,015.96	2,015.96
100-195-720050	Contract Serv-Software Support	1,541.98	1,541.98
100-195-940000	Computer Hardware & Software	36,108.11	36,108.11
100-225-613100	Vehicle-Fuel	453.18	453.18
100-225-646100	Maint & Repairs - Vehicles	20.00	20.00
100-225-700000	Prof. Svcs - Building & Safety	24,978.21	24,978.21
100-225-700201	Plan Application	1,176.00	1,176.00
100-310-610000	Memberships and Dues Expense	80.00	80.00
100-310-613100	Vehicle-Fuel	218.49	218.49
100-310-620500	Office Supplies - Comm Ctr	766.25	766.25
100-310-622000	Operating Supplies	631.07	631.07

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Payables Detail Report

Payment Dates: 01/13/2023 - 02/16/2023

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-622005	Operating Supplies Comm Ctr	493.69	493.69
100-310-622500	Supplies-Program Services	2,482.58	2,482.58
100-310-630100	Phone & Communication Comm	189.75	189.75
100-310-631100	Utilities - Electric Comm Ctr	9,254.44	9,254.44
100-310-635100	Utilities - Water Comm Ctr	463.44	463.44
100-310-641000	Rent/Lease - Equipment	526.48	526.48
100-310-645500	Maint&Repair-Facility Comm Ctr	1,040.70	1,040.70
100-310-695500	Special Events-Program Service	1,277.61	1,277.61
100-310-695502	Special Needs Program	10.99	10.99
100-310-695507	Marathon 5k	10,000.00	10,000.00
100-310-720302	Contract Services - Homelessness	5,151.03	5,151.03
100-310-721500	Contract Services-Program Svce	2,719.50	2,719.50
100-310-910500	Equip & Mach-CommCtr	165,711.64	165,711.64
100-355-610000	Memberships and Dues Expense	195.00	195.00
100-355-611000	Training and Education	199.00	199.00
100-355-613100	Vehicle-Fuel	286.55	286.55
100-355-622000	Operating Supplies	3,773.31	3,773.31
100-355-631000	Utilities - Electric	10,019.59	10,019.59
100-355-635000	Utilities - Water	14,015.20	14,015.20
100-355-646100	Maint & Repairs - Vehicles	6.00	6.00
100-355-700300	Hazard Mitigation Plan	900.00	900.00
100-355-720401	Other Public Works Maintenance	1,759.22	1,759.22
100-355-720500	Graffiti Removal	4,621.52	4,621.52
100-355-720700	Landscape Maintenance Contract	93,987.59	93,987.59
100-355-720701	Parks Contract Repair	5,217.94	5,217.94
100-355-720702	Tree Maintenance	21,176.00	21,176.00
100-356-630000	MOE Telephone &	24.04	24.04
100-356-631400	MOE Electricity-Streetlights &	42,864.99	42,864.99
100-356-631900	MOE Electrcity On-bill Financing	12,019.69	12,019.69
100-356-700101	MOE Traffic Engineer Services	3,077.12	3,077.12
100-356-700255	MOE Improvement Inspection	28,255.00	28,255.00
100-356-720420	MOE Traffic Signal Maintenance	28,383.41	28,383.41
100-420-621000	Computer Supplies	83.06	83.06
100-420-622000	Operating Supplies	578.51	578.51
100-420-646000	Maint & Rep-Equip & Machinery	5,475.28	5,475.28
100-420-646100	Maint & Repairs - Vehicles	1,281.48	1,281.48
100-420-695000	CommunityAsstnc/PublicRelation	545.13	545.13
100-420-720800	General Law Enforcement	809,845.47	809,845.47
100-420-720822	Crossing Guard Services	20,212.44	20,212.44
100-420-720823	Parking Citation Processing	3,693.00	3,693.00
100-420-720835	Fingerprint Identification Svc	1,188.00	1,188.00
100-420-720850	Private Security Patrol	12,240.00	12,240.00
100-600-790600	Transfers Out - Capital Imprv	1,187.50	1,187.50
212-355-720400	Street Maintenance	35,643.23	35,643.23
212-355-720410	Street Sweeping	75,154.83	75,154.83
221-310-720000	Contract Services	1,093.00	1,093.00
306-355-700000	Professional Services	6,558.33	6,558.33
309-355-700000	Professional Services	8,130.83	8,130.83
312-000-442000	Building Related Permits	(940.90)	(940.90)
451-155-700011	Legal Services-Litigation	2,406.80	2,406.80
600-000-490100	Transfer In- General Fund	(1,187.50)	(1,187.50)
600-251-950168	TrafficSignalImprovCoordination	62.50	62.50
600-252-950237	Parks Refurbishment Project	1,125.00	1,125.00
Grand Total:		1,613,205.53	1,613,205.53

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,613,205.53	1,613,205.53

Attachment: Payables Detail Report - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None		
Grand Total:	1,613,205.53	1,613,205.53

Attachment: Payables Detail Report - February 28, 2023 (3074 : Warrant Register, February 28, 2023)



City of Laguna Hills, CA

Warrant Register - February 28, 2023

By Check Number

Date Range: 01/13/2023 - 02/16/2023

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
1572	A-0365	AT AND T - CALNET 3	01/19/2023	251.54
1573	C-1102	CALIFORNIA BUILDING STANDARDS COMMISSION	01/19/2023	672.30
1574	C-1181	CIVIC PLUS	01/19/2023	35,658.20
1575	C-0023	COX COMMUNICATION	01/19/2023	1,204.61
1576	C-1158	CREATIVE KIDS PLAYHOUSE CHILDRENS THEATRE OF OC	01/19/2023	2,719.50
1577	D-0453	DEPARTMENT OF CONSERVATION	01/19/2023	1,199.01
1578	D-0423	DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA	01/19/2023	130.10
1579	E-0554	ECONOMICS, INC.	01/19/2023	4,404.15
1580	Z-CD-0251	HOYT ROOFS INC	01/19/2023	1,980.00
1581	Z-CD-0404	IMPACT ROOFING LLC	01/19/2023	750.00
1582	J-1071	JCTEES.COM CORPORATION	01/19/2023	631.07
1583	M-1600	MERCY HOUSE LIVING CENTERS, INC.	01/19/2023	5,151.03
1584	Z-CD-0382	NEIGHBORHOOD ROOFING	01/19/2023	660.00
1585	N-1493	NEXUSTEK	01/19/2023	1,100.00
1586	Z-CD-0405	PAYLESS WATER HEATERS	01/19/2023	121.25
1587	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	01/19/2023	367.43
1588	R-1985	REGIONAL FIRST AID, INC	01/19/2023	142.44
1589	Z-CD-0403	SIERRA ROOF INC	01/19/2023	600.00
1590	S-2285	SIMONSON PHOTOGRAPHY	01/19/2023	1,512.81
1591	S-1904	SOUTHERN CALIFORNIA EDISON	01/19/2023	5,533.98
1592	S-2250	SPARKLETTES	01/19/2023	228.31
1593	S-2209	STUDIO TWO BLACK DIAMOND	01/19/2023	207.34
1594	T-2712	TOTAL SOURCE OFFICEWORKS	01/19/2023	253.15
1595	V-2254	VITUITY - URGENT CARE SERVICES, PC	01/19/2023	35.00
1596	Z-CD-0406	VOYTOVICH, KEVIN	01/19/2023	500.00
1597	A-0349	A SOURCE OF PRIDE	01/26/2023	264.04
1598	A-0380	AGRICULTURAL PEST CONTROL SERVICES	01/26/2023	628.00
1599	A-0359	ANDERSON PENNA PARTNERS, INC.	01/26/2023	6,710.00
1600	A-0365	AT AND T - CALNET 3	01/26/2023	24.04
1601	C-1177	CANON FINANCIAL SERVICES, INC.	01/26/2023	2,015.96
1602	C-0023	COX COMMUNICATION	01/26/2023	617.12
1603	C-1122	CROSTOWN ELECTRICAL AND DATA, INC.	01/26/2023	9,295.88
1604	D-0461	DATA TICKET, INC.	01/26/2023	671.28
1605	F-0720	FRIEDMAN IMAGING	01/26/2023	4,560.16
1606	G-0843	GRIEGO-SANDS, CINDY	01/26/2023	61.44
1607	H-0829	HARTZOG AND CRABILL, INC.	01/26/2023	1,145.00
1608	H-0848	HDL, COREN AND CONE	01/26/2023	3,037.57
1609	J-1057	JAMEY CLARK, INC.	01/26/2023	376.00
1610	M-1355	MMASC LOCC- OC DIVISION	01/26/2023	90.00
1611	M-1388	MOBILE MINI, INC.	01/26/2023	225.71
1612	M-1302	MOULTON NIGUEL WATER DISTRICT	01/26/2023	2,345.35
1613	N-1474	NIEVES LANDSCAPE, INC.	01/26/2023	1,752.82
1614	O-1546	OFFICE SOLUTIONS	01/26/2023	1,040.70
1615	O-1610	ORACLE AMERICA, INC.	01/26/2023	82.03
1616		**Void**	01/26/2023	-
1617	R-1855	RICHARD FISHER ASSOCIATES	01/26/2023	1,125.00
1618	R-1977	RJ ELECTRIC	01/26/2023	4,240.70
1619	S-1902	SAN DIEGO GAS AND ELECTRIC	01/26/2023	36,147.87
1620	S-1904	SOUTHERN CALIFORNIA EDISON	01/26/2023	150.61
1621	T-2002	TAB PRODUCTS COMPANY	01/26/2023	1,795.19
1622	T-2712	TOTAL SOURCE OFFICEWORKS	01/26/2023	860.13
1623	W-2337	WEST COAST ARBORISTS, INC.	01/26/2023	9,326.00

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Warrant Register - February 28, 2023

Date Range: 01/13/2023 - 02/16/2023

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
1624	W-2377	WILLDAN ENGINEERING	01/26/2023	1,176.00
1625	R-1801	WOODRUFF, SPRADLIN AND SMART	01/26/2023	36,877.77
1626	Q-1704	QUICK CRETE PRODUCTS CORP.	01/26/2023	6,180.94
1627	A-0380	AGRICULTURAL PEST CONTROL SERVICES	02/02/2023	628.00
1628	C-1216	CALIFORNIA CONSULTING, INC.	02/02/2023	10,000.00
1629	C-1133	CALIFORNIA YELLOW CAB	02/02/2023	653.00
1630	C-1096	CODE PUBLISHING COMPANY, INC.	02/02/2023	829.00
1631	C-1191	COUNTY OF ORANGE	02/02/2023	5,213.00
1632	C-0023	COX COMMUNICATION	02/02/2023	32.14
1633	C-0023	COX COMMUNICATION	02/02/2023	182.62
1634	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	02/02/2023	3,644.70
1635	D-0561	DOCU-TRUST	02/02/2023	180.85
1636	E-0504	EL TORO WATER DISTRICT	02/02/2023	6,244.39
1637	H-0960	HR GREEN PACIFIC, INC.	02/02/2023	6,125.00
1638	J-1057	JAMEY CLARK, INC.	02/02/2023	1,816.50
1639	M-1388	MOBILE MINI, INC.	02/02/2023	300.77
1640	N-1474	NIEVES LANDSCAPE, INC.	02/02/2023	87,636.69
1641	O-1546	OFFICE SOLUTIONS	02/02/2023	22.19
1642	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	02/02/2023	374.97
1643	Q-1716	QUADIENT LEASING USA, INC.	02/02/2023	1,060.44
1644	S-2296	SHUTE, MIHALY WEINBERGER LLP	02/02/2023	180.50
1645	S-1944	SOUTHERN CALIF MUN ATHLETIC FEDERATION	02/02/2023	80.00
1646	S-2250	SPARKLETTS	02/02/2023	342.73
1647	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	02/02/2023	10,000.00
1648	S-2095	STONE IMAGERY	02/02/2023	323.25
1649	S-2209	STUDIO TWO BLACK DIAMOND	02/02/2023	623.52
1650	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	02/02/2023	75,154.83
1651	T-2698	TPX COMMUNICATIONS	02/02/2023	693.43
1652	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	02/02/2023	166.77
1653	W-2337	WEST COAST ARBORISTS, INC.	02/02/2023	900.00
1654	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	02/07/2023	5,615.60
1655	B-0276	BANK OF AMERICA VISA CARD	02/09/2023	2,213.13
1656		**Void**	02/09/2023	-
1657	A-0377	ACTION WELDING CORP	02/09/2023	1,125.00
1658	A-0320	AMTEC	02/09/2023	600.00
1659	A-0359	ANDERSON PENNA PARTNERS, INC.	02/09/2023	10,170.00
1660	B-0304	BEE MAN, THE	02/09/2023	180.00
1661	C-1144	CHARLES ABBOTT ASSOCIATES, INC	02/09/2023	26,052.23
1662	C-1191	COUNTY OF ORANGE	02/09/2023	262.28
1663	C-0023	COX COMMUNICATION	02/09/2023	224.25
1664	C-0358	CSMFO	02/09/2023	125.00
1665	D-0578	DE NOVO PLANNING GROUP	02/09/2023	900.00
1666	E-0594	EASI FILE	02/09/2023	3,153.86
1667	H-0960	HR GREEN PACIFIC, INC.	02/09/2023	5,250.00
1668	I-0960	IRV SEAVER MOTORCYCLES	02/09/2023	1,268.59
1669	I-0942	IRVINE RANCH WATER DISTRICT	02/09/2023	89.69
1670	J-1057	JAMEY CLARK, INC.	02/09/2023	1,142.50
1671	M-1302	MOULTON NIGUEL WATER DISTRICT	02/09/2023	5,799.21
1672	O-1610	ORACLE AMERICA, INC.	02/09/2023	83.09
1673	C-1003	ORANGE COUNTY TREASURER-TAX COLLECTOR	02/09/2023	2,461.50
1674	Q-1717	QUADIENT FINANCE USA, INC.	02/09/2023	1,000.00
1675	R-1830	RALPHS GROCERY COMPANY	02/09/2023	62.05
1676	S-1902	SAN DIEGO GAS AND ELECTRIC	02/09/2023	12,871.15
1677	S-1949	SMART AND FINAL	02/09/2023	113.81
1678	S-1904	SOUTHERN CALIFORNIA EDISON	02/09/2023	13,727.50
1679	S-1904	SOUTHERN CALIFORNIA EDISON	02/09/2023	13.57
1680	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	02/09/2023	446.40
1681	T-2713	TOLAR MANUFACTURING CO., INC.	02/09/2023	3,243.29
1682	V-2224	VERIZON WIRELESS	02/09/2023	979.12
1683	A-0138	ALL CITY MANAGEMENT, INC.	02/16/2023	20,212.44

Attachment: Warrant Register - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Warrant Register - February 28, 2023

Check Number	Vendor Number	Vendor Name
1684	A-0365	AT AND T - CALNET 3
1685	B-0437	BRINKS, INCORPORATED
1686	C-1133	CALIFORNIA YELLOW CAB
1687	C-1144	CHARLES ABBOTT ASSOCIATES, INC
1688	C-1190	COUNTY OF ORANGE
1689	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.
1690	D-0461	DATA TICKET, INC.
1691	D-0575	DOG WASTE DEPOT
1692	E-0554	ECONOMICS, INC.
1693	F-0604	FEDERAL EXPRESS CORPORATION
1694	H-0829	HARTZOG AND CRABILL, INC.
1695	J-1057	JAMEY CLARK, INC.
1696	M-1590	MILLENNIUM ALARM SYSTEMS, INC.
1697	N-1474	NIEVES LANDSCAPE, INC.
1698	O-1546	OFFICE SOLUTIONS
1699	S-1904	SOUTHERN CALIFORNIA EDISON
1700	S-2250	SPARKLETTS
1701	T-2702	TRIEPI SMITH AND ASSOCIATES, INC.
1702	U-2168	USA TROPHY, INC.
1703	W-2337	WEST COAST ARBORISTS, INC.
1704	W-2450	WEX BANK

Date Range: 01/13/2023 - 02/16/2023

Payment Date	Payment Amount
02/16/2023	257.82
02/16/2023	215.08
02/16/2023	440.00
02/16/2023	24,978.21
02/16/2023	1,188.00
02/16/2023	15,442.83
02/16/2023	560.22
02/16/2023	619.45
02/16/2023	10,285.01
02/16/2023	56.82
02/16/2023	2,807.12
02/16/2023	1,979.02
02/16/2023	165,711.64
02/16/2023	3,342.08
02/16/2023	549.24
02/16/2023	5,714.03
02/16/2023	203.33
02/16/2023	6,250.00
02/16/2023	302.78
02/16/2023	10,950.00
02/16/2023	984.22
Total Regular:	784,467.98

Attachment: Warrant Register - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

Warrant Register - February 28, 2023

Date Range: 01/13/2023 - 02/16/2023

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002324	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	01/19/2023	12,240.00
DFT0002344	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	02/09/2023	809,845.47
DFT0002346	B-0276	BANK OF AMERICA VISA CARD	02/09/2023	6,652.08
Total Bank Draft:				828,737.55

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	195	131	0.00	784,467.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	37	3	0.00	828,737.55
EFT's	0	0	0.00	0.00
	232	136	0.00	1,613,205.53

Attachment: Warrant Register - February 28, 2023 (3074 : Warrant Register, February 28, 2023)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	195	131	0.00	784,467.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-
Bank Drafts	37	3	0.00	828,737.55
EFT's	0	0	0.00	0.00
	232	136	0.00	1,613,205.53

Fund Summary

Fund	Name	Period	Amount
998	POOL	1/2023	211,076.53
998	POOL	2/2023	1,402,129.00
			1,613,205.53



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Treasurer's Investment Report for December 2022

RECOMMENDATION: That the City Council receive and file the Treasurer's Investment Report for the month of December 2022.

SUMMARY:

The Treasurer's Investment Report for the month of December 2022 is submitted herewith. The City's total portfolio as of December 31, 2022 was \$24,727,311. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$22,846,146. Restricted cash and investments totaled \$1,881,165, and is mainly comprised of reserve funds for the 2010 bond issuance.

Interest income for the month of December was \$5,440. FY 2022-2023 year-to-date interest earnings of \$60,672 are 61% of the annual budget of \$100,000.

The average yield on the City's total portfolio for the month of December was 2.10%, compared to the prior month of 1.91%. The improvement in portfolio yield in December compared to November was the result of a slightly higher cash balance, along with higher yields in the existing investment pools. Also, in the month of December, the City transferred \$2 million into the CalTRUST investment pool.

ATTACHMENTS:

- December 2022 Investment Report

**City of Laguna Hills
Treasurer's Investment Report
December 2022**

	Market Value	Book Value	% of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Pooled Cash & Investments					
Bank of the West Checking Accounts	\$ 3,675,157	\$ 3,675,157	16%	n/a	0.35%
Petty Cash	1,500	1,500	0%	n/a	0.00%
Petty Cash Recreation	500	500	0%	n/a	0.00%
Cash with Fiscal Agent - Essex Community Ctr Mgmt	153,916	153,916	1%	n/a	0.00%
Cash with Fiscal Agent - DBI Flexible Spending Acct	25,604	25,604	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	15,285,476	15,575,345	68%	75%	2.17%
Investment Trust of California (CalTRUST)	3,343,621	3,343,621	15%	75%	3.86%
Certificates of Deposit	70,502	70,502	0%	50%	5.12%
	<u>22,556,277</u>	<u>22,846,146</u>	<u>100%</u>		<u>2.12%</u>
Restricted & Designated Cash & Investments					
BNY Mellon (2010 Bond - Lease Payment Fund)	1,406,787	1,406,787	n/a	n/a	1.95%
BNY Mellon (2010 Bond - Reserve Fund)	395,246	395,246	n/a	n/a	2.17%
Cash with Fiscal Agent - Essex Civic Center Mgmt	79,131	79,131	n/a	n/a	0.00%
	<u>1,881,165</u>	<u>1,881,165</u>			<u>1.91%</u>
Totals	<u>\$ 24,437,442</u>	<u>\$ 24,727,311</u>			<u>2.10%</u>

Pooled Cash & Investment - Interest Earnings

For the month of December 2022	\$ 5,440
FY 2022-23 to Date	60,672
FY 2022-23 Budget	100,000

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on December 13, 2022. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.



Eric Hendrickson
Finance Director/Deputy City Treasurer



Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 12/31/2022

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	9,860,164.98	2,593,052.11	12,453,217.09
210-000-101210	Claim on Cash - Gas Tax	456,671.36	68,274.63	524,945.99
211-000-101211	Claim on Cash - SB1 RMRA	176,684.66	54,498.37	231,183.03
212-000-101212	Claim on Cash - Measure M	(70,722.78)	101,420.31	30,697.53
214-000-101214	Claim on Cash - AB 2766	226,997.15	10,321.83	237,318.98
221-000-101221	Claim on Cash - Senior Mobility Program	176,193.88	8,669.81	184,863.69
301-000-101301	Claim on Cash - CARITS	1,276,481.26	-	1,276,481.26
305-000-101305	Claim on Cash - Beverage Recycling	8,548.60	-	8,548.60
306-000-101306	Claim on Cash - CR&R Recycling Fee	189,069.01	-	189,069.01
307-000-101307	Claim on Cash - C&D Forfeited Deposits	(29,012.40)	29,537.26	524.86
309-000-101305	Claim on Cash - Beverage Recycling	44,872.36	(7,316.66)	37,555.70
311-000-101310	Claim on Cash - Quimby ACT Park Impact Fee	2,000,000.00	-	2,000,000.00
312-000-101312	Claim on Cash - SB1186 ADA Compliance	27,378.99	-	27,378.99
322-000-101322	Claim on Cash - Water Conservation	343,539.41	-	343,539.41
400-000-101400	Claim on Cash - Grants & Contributions	(136,297.13)	-	(136,297.13)
401-000-101401	Claim on Cash - Public Art Fund	192,179.58	-	192,179.58
411-000-101401	Claim on Cash - Public Art Fund	350,000.00	-	350,000.00
421-000-101421	Claim on Cash - Law Enforcement - State	105,415.14	22,578.44	127,993.58
432-000-101430	Claim on Cash - ARPA Fund	3,732,689.00	-	3,732,689.00
451-000-101451	Claim on Cash - Liability Self-Insurance	101,301.80	(3,834.02)	97,467.78
452-000-101452	Claim on Cash - Parks Equipment Mtnc	365,700.00	-	365,700.00
454-000-101454	Claim on Cash - Sports Complex Equipment Mtnc	120,000.00	-	120,000.00
455-000-101455	Claim on Cash - Community Ctr Equipment Mtnc	120,000.00	-	120,000.00
456-000-101456	Claim on Cash - Storm Drain/Slope Repair Resrv	31,770.82	-	31,770.82
TOTAL CLAIM ON CASH		<u>19,669,625.69</u>	<u>2,877,202.08</u>	<u>22,546,827.77</u>
Reconciling Items (outstanding checks and deposits in transit):				299,318.23
Pooled Cash & Investment Book Value:				<u>22,846,146.00</u>

Attachment: December 2022 Investment Report (3064 : Treasurer's Report for December 2022)



BANK OF THE WEST
BNP PARIBAS

P.O. Box 2830, Omaha, NE 68103-2830

Account Statement

December 1, 2022 - December 31, 2022

Page 1 of 6



>014457 7154355 0001 008230 10Z
CITY OF LAGUNA HILLS
GENERAL
24035 EL TORO RD
LAGUNA HILLS CA 92653-3103

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ANALYZED CHECKING

CITY OF LAGUNA HILLS
GENERAL

ACCOUNT SUMMARY

Beginning Balance	\$2,863,591.62
70 Credits	4,566,427.26
0 Deposits	0.00
36 Withdrawals	-3,754,861.46
0 Checks	0.00
Ending Balance	\$3,675,157.42

EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$3,720,268.91

For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

January 26, 2023

LAIF Home
PMIA Average Monthly
Yields

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Tran Type Definitions

Account Number:

December 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	15,575,344.62
Total Withdrawal:	0.00	Ending Balance:	15,575,344.62

Attachment: December 2022 Investment Report (3064 : Treasurer's Report for December 2022)



CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

12/01/2022 through 12/31/2022

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Dec 31 (\$)	Value on Dec 31 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
CITY OF LAGUNA HILLS						
BlackRock FedFund		3,343,621.400	1.00	3,343,621.40	3,343,621.40	0.00
Portfolios Total value as of 12/31/2022				3,343,621.40		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
BlackRock FedFund CITY OF LAGUNA HILLS Account Number: 20100027310								
Beginning Balance	12/01/2022			1,338,181.870	1.00	1,338,181.87		
Purchase	12/27/2022	2,000,000.00	2,000,000.000	3,338,181.870	1.00	3,338,181.87	0.00	0.00
Accrual Income Div Reinvestment	12/30/2022	5,439.53	5,439.530	3,343,621.400	1.00	3,343,621.40	0.00	0.00
Change in Value						0.00		
Closing Balance as of	Dec 31			3,343,621.400	1.00	3,343,621.40		



BNY MELLON

The Bank of New York Mellon Trust Company, N.A.

CITY OF LAGUNA HILLS
DONALD WHITE
ASSISTANT CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653-3103

Account Statement

Statement Period 12/01/2022 Through 12/31/2022

Account LAGUNA HILLS 2010 LEASE PYMT FD
Base Currency = USD

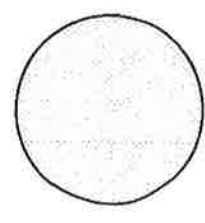
CLIENT SERVICE MANAGER: JOHN KIM
BNYM CORPORATE TRUST
400 SOUTH HOPE ST.
LOS ANGELES, CA 90071
+12136306145
JOHN.KIM@BNYMELLON.COM

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Visit us at www.bnymellon.com

Account Overview

Percent of all Investments	Asset Classification	Market Value
100% ☺	CASH AND SHORT TERM	1,406,787.48
100%	TOTAL OF ALL INVESTMENTS	1,406,787.48



Summary of Assets Held by Asset Classification

Asset Classification	Market Value	Cost	Accrued Income	Estimated Annual Income	Market Yield
CASH AND SHORT TERM	1,406,787.48	1,406,787.48	0.00	27,411.22	1.95 %
ACCOUNT TOTALS	1,406,787.48	1,406,787.48	0.00	27,411.22	1.95 %

Summary of Cash Transactions by Transaction Category

Current Period			Year-to-Date		
Transaction Category	Income	Principal	Realized Gains/Losses	Income	Principal
OPENING BALANCE	0.00	0.00		0.00	0.00
DISBURSEMENTS	3,700.53	0.00	0.00	8,594.42	0.00
SALES AND REDEMPTIONS	0.00	0.00	0.00	0.00	1,756,131.26
CASH ADDITIONS	0.00	3,700.53	0.00	0.00	3,162,918.56
CASH DISBURSEMENTS	3,700.53	0.00	0.00	8,594.42	1,756,131.26



The Bank of New York Mellon Trust Company, N.A.

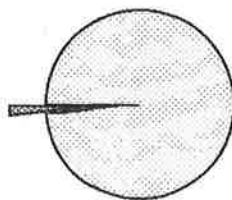
CITY OF LAGUNA HILLS
DONALD WHITE
ASSISTANT CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653-3103

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Visit us at www.bnymellon.com

Account Overview



Percent of all Investments	Asset Classification	Market Value
100%	EQUITY	393,906.38
<1%	CASH AND SHORT TERM	1,339.78
100%	TOTAL OF ALL INVESTMENTS	395,246.16

Account Statement

Statement Period 12/01/2022 Through 12/31/2022

Account LAGUNA HILLS 2010 RESERVE FD
Base Currency = USD

CLIENT SERVICE MANAGER: JOHN KIM
BNYM CORPORATE TRUST
400 SOUTH HOPE ST.
LOS ANGELES, CA 90071
+12136306145
JOHN.KIM@BNYMELLON.COM

Summary of Assets Held by Asset Classification

Asset Classification	Market Value	Cost	Accrued Income	Estimated Annual Income	Market Yield
EQUITY	393,906.38	363,838.71	0.00	0.00	0.00 %
CASH AND SHORT TERM	1,339.78	1,339.78	0.00	26.11	1.95 %
ACCOUNT TOTALS	395,246.16	365,178.49	0.00	26.11	0.01 %

Summary of Cash Transactions by Transaction Category

Transaction Category	Current Period			Year-to-Date		
	Income	Principal	Realized Gains/Losses	Income	Principal	
OPENING BALANCE	0.00	0.00		0.00	0.00	0.00
DIVIDENDS	3.48	0.00	0.00	1,342.64		0.00
SALE AND REDEMPTIONS	0.00	0.00	0.00	0.00		1,427,383.69
OTHER CASH ADDITIONS	0.00	3.48	0.00	0.00		1,428,723.47

BlackRock Liquidity Funds

FedFund (Institutional shares)

December 2022 Factsheet

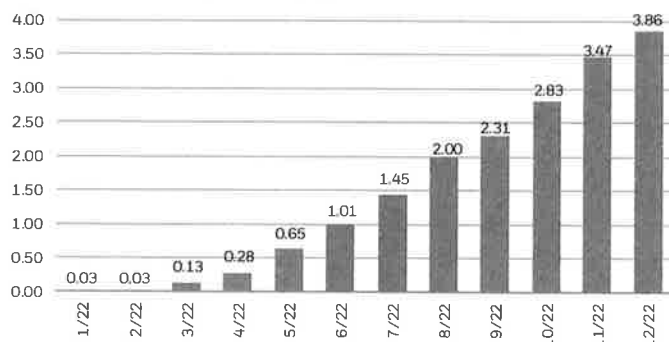
Investment objective

FedFund seeks as high a level of current income as is consistent with liquidity and stability of principal.

Investment policy

FedFund invests at least 99.5% of its total assets in cash, U.S. Treasury bills, notes and other obligations issued or guaranteed as to principal and interest by the U.S. Government, its agencies or instrumentalities, and repurchase agreements secured by such obligations or cash.

Performance (30-day yield %)*, 1



7-day SEC yield as of 12/31/22 was 4.03%².

* Sources: BlackRock, Inc. and JP Morgan.

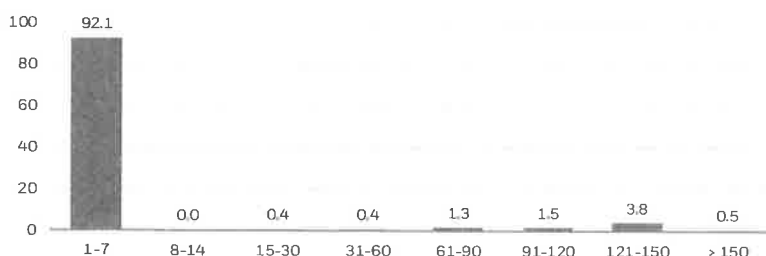
The investment advisor and/or other service providers for the BlackRock FedFund (Institutional Shares) sometimes waive a portion of their fees or reimburse expenses to the Fund. When they do, operating expenses are reduced and total returns to shareholders in the Fund increase. These waivers and reimbursements can be discontinued at any time. Without such waivers and reimbursements, which were in effect for all or a portion of the period shown, the 7-day SEC yield would be 4.02%².

% Net total return³ (12/31/22)

1 year	3 year	5 year	10 year	Since inception
1.51	0.64	1.15	0.68	2.84

Performance data represents past performance and does not guarantee future results. Yields will vary. Current performance may be lower or higher than the performance data quoted. Please call 800-441-7450 or log on to www.blackrock.com/cash to obtain performance data current to the most recent month-end.

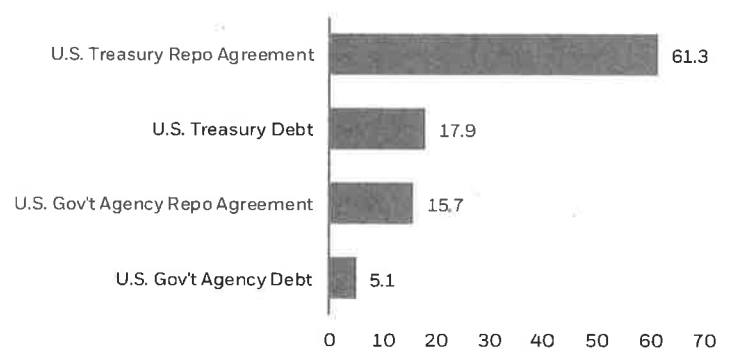
% Maturity distribution (days)



Fund details

Symbol	TFDXX
Size	\$135,267.8 million
Inception	October 1, 1975
Strategy	Government
Fund type	Institutional
NAV type	Constant
Minimum investment	\$3 million
Trading deadline	5pm (ET)
Weighted average maturity (WAM) ⁴	13 days
Weighted average life (WAL) ⁵	38 days
Standard and Poor's ⁶	AAAm
Moody's ⁶	Aaa-mf
Gross expense ratio ¹	0.19%
Net expense ratio ¹	0.17%
CUSIP #	09248U700
Portfolio #	0081

¹ Expenses are as of the most current prospectus. Investment dividend expense, interest expense, acquired fund fees and expenses and certain other fund expenses are included in the Net. BlackRock may contractually agree to waive or reimburse certain fees and expenses until a specified date. Contractual waivers are terminable upon 90 days' notice by a majority of the fund's non-interested trustees or by a vote of the majority of the outstanding voting securities of the fund. The investment advisor and/or other service providers may also voluntarily agree to waive certain fees and expenses which can be discontinued at any time without notice. When waivers or reimbursements are in place, the operating expenses are reduced and total returns to the shareholder in the fund increase. Please see the prospectus for additional information.

Asset allocation %¹

¹ Does not reflect other receivables and payables.



PMIA/LAIF Performance Report as of 01/18/23



PMIA Average Monthly Effective Yields⁽¹⁾

December	2.173
November	2.007
October	1.772

Quarterly Performance Quarter Ended 12/31/22

LAIF Apportionment Rate ⁽²⁾ :	2.07
LAIF Earnings Ratio ⁽²⁾ :	0.00005680946709337
LAIF Fair Value Factor ⁽¹⁾ :	0.981389258
PMIA Daily ⁽¹⁾ :	2.29
PMIA Quarter to Date ⁽¹⁾ :	1.98
PMIA Average Life ⁽¹⁾ :	287

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/22 \$199.6 billion

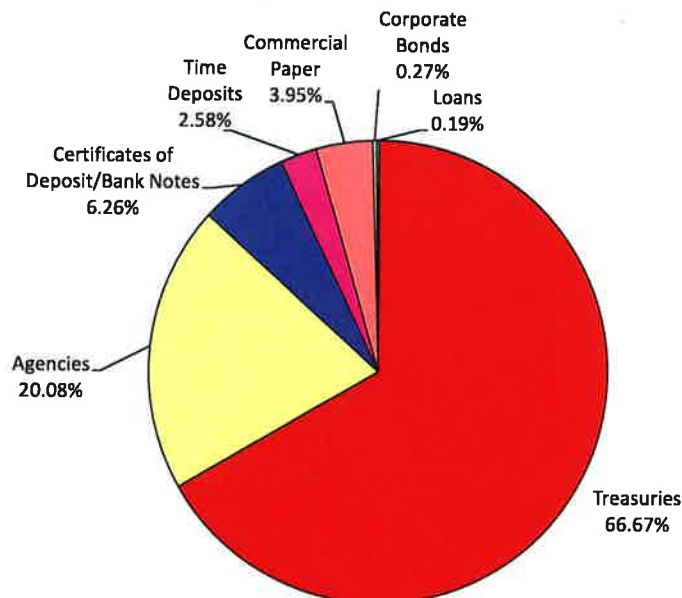


Chart does not include \$3,466,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

Attachment: December 2022 Investment Report (3064 : Treasurer's Report for December 2022)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Treasurer's Investment Report for January 2023

RECOMMENDATION: That the City Council receive and file the Treasurer's Investment Report for the month of January 2023.

SUMMARY:

The Treasurer's Investment Report for the month of January 2023 is submitted herewith. The City's total portfolio as of January 31, 2023 was \$26,594,530. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$24,690,738. Restricted cash and investments totaled \$1,903,792, and is mainly comprised of reserve funds for the 2010 bond issuance.

Interest income for the month of January was \$91,899. FY 2022-2023 year-to-date interest earnings of \$152,571 are 152% of the annual budget of \$100,000.

The average yield on the City's total portfolio for the month of January was 2.43%, compared to the prior month of 2.10%. The improvement in portfolio yield in January compared to December was the result of a slightly higher cash balance, along with higher yields in the existing investment pools due to the rising interest rate environment.

ATTACHMENTS:

- Treasurer's Report January 2023

City of Laguna Hills
Treasurer's Investment Report
January 2023

	Market Value	Book Value	% of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Pooled Cash & Investments					
Bank of the West Checking Accounts	\$ 3,449,568	\$ 3,449,568	14%	n/a	0.35%
Petty Cash	1,500	1,500	0%	n/a	0.00%
Petty Cash Recreation	500	500	0%	n/a	0.00%
Cash with Fiscal Agent - Essex Community Ctr Mgmt	125,730	125,730	1%	n/a	0.00%
Cash with Fiscal Agent - DBI Flexible Spending Acct	32,074	32,074	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	17,327,138	17,655,724	72%	75%	2.43%
Investment Trust of California (CalTRUST)	3,355,140	3,355,140	14%	75%	4.06%
Certificates of Deposit	70,502	70,502	0%	50%	5.12%
	<u>24,362,152</u>	<u>24,690,738</u>	<u>100%</u>		<u>2.35%</u>
Restricted & Designated Cash & Investments					
BNY Mellon (2010 Bond - Lease Payment Fund)	1,411,143	1,411,143	n/a	n/a	3.94%
BNY Mellon (2010 Bond - Reserve Fund)	397,306	397,306	n/a	n/a	2.43%
Cash with Fiscal Agent - Essex Civic Center Mgmt	95,343	95,343	n/a	n/a	0.00%
	<u>1,903,792</u>	<u>1,903,792</u>			<u>3.43%</u>
Totals	<u>\$ 26,265,944</u>	<u>\$ 26,594,530</u>			<u>2.43%</u>

Pooled Cash & Investment - Interest Earnings

For the month of January 2023	\$ 91,899
FY 2022-23 to Date	152,571
FY 2022-23 Budget	100,000

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on December 13, 2022. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.


Eric Hendrickson
Finance Director/Deputy City Treasurer



Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 1/31/2023

4.7.a

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	12,453,217.09	5,165,710.25	17,618,927.34
210-000-101210	Claim on Cash - Gas Tax	524,945.99	134,899.22	659,845.21
211-000-101211	Claim on Cash - SB1 RMRA	231,183.03	59,111.63	290,294.66
212-000-101212	Claim on Cash - Measure M	30,697.53	101,732.54	132,430.07
214-000-101214	Claim on Cash - AB 2766	237,318.98	-	237,318.98
221-000-101221	Claim on Cash - Senior Mobility Program	184,863.69	7,568.60	192,432.29
301-000-101301	Claim on Cash - CARITS	1,276,481.26	-	1,276,481.26
305-000-101305	Claim on Cash - Beverage Recycling	8,548.60	-	8,548.60
306-000-101306	Claim on Cash - CR&R Recycling Fee	189,069.01	(1,613.33)	187,455.68
307-000-101307	Claim on Cash - C&D Forfeited Deposits	524.86	(13,112.98)	(12,588.12)
309-000-101305	Claim on Cash - SB1383	37,555.70	867.51	38,423.21
311-000-101310	Claim on Cash - Quimby ACT Park Impact Fee	2,000,000.00	-	2,000,000.00
312-000-101312	Claim on Cash - SB1186 ADA Compliance	27,378.99	940.90	28,319.89
322-000-101322	Claim on Cash - Water Conservation	343,539.41	-	343,539.41
400-000-101400	Claim on Cash - Grants & Contributions	(136,297.13)	115.00	(136,182.13)
401-000-101401	Claim on Cash - Public Art Fund	192,179.58	-	192,179.58
411-000-101401	Claim on Cash - Public Art Fund	350,000.00	-	350,000.00
421-000-101421	Claim on Cash - Law Enforcement - State	127,993.58	20,805.38	148,798.96
451-000-101451	Claim on Cash - Liability Self-Insurance	97,467.78	(2,406.80)	95,060.98
452-000-101452	Claim on Cash - Parks Equipment Mtnc	365,700.00	-	365,700.00
454-000-101454	Claim on Cash - Sports Complex Equipment Mtnc	120,000.00	-	120,000.00
455-000-101455	Claim on Cash - Community Ctr Equipment Mtnc	120,000.00	-	120,000.00
456-000-101456	Claim on Cash - Storm Drain/Slope Repair Resrv	31,770.82	-	31,770.82
TOTAL CLAIM ON CASH		<u>22,546,827.77</u>	<u>1,741,928.92</u>	<u>24,288,756.69</u>
Reconciling items (oustanding checks and deposits in transit):				401,981.31
Pooled Cash & Investments Book Value:				<u>24,690,738.00</u>

Attachment: Treasurer's Report January 2023 (3075 : Treasurer's Report for January 2023)



BANK OF THE WEST
BNP PARIBAS

P.O. Box 2830, Omaha, NE 68103-2830

Account Statement

January 1, 2023 - January 31, 2023

Page 1 of 6



>014510 7721777 0001 008230 10Z

CITY OF LAGUNA HILLS

GENERAL

24035 EL TORO RD

LAGUNA HILLS CA 92653-3103

At your service



bankofthewest.com



1-800-488-2265



1-800-659-5495 TTY

ANALYZED CHECKING

CITY OF LAGUNA HILLS

GENERAL

ACCOUNT SUMMARY

Beginning Balance	\$3,675,157.42
83 Credits	3,628,734.57
0 Deposits	0.00
40 Withdrawals	-3,854,324.31
0 Checks	0.00
Ending Balance	\$3,449,567.68

EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Interest credited prior year	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$3,860,534.33

For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.

In South Dakota, Bank of the West operates under the name of Bank of the West California.



Packet Pg. 72

Attachment: Treasurer's Report January 2023 (3075 : Treasurer's Report for January 2023)

14510 7721777 028480 056959 0001/0003

California State Treasurer

Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

February 02, 2023

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number:

January 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/13/2023	1/12/2023	QRD	1722321	N/A	SYSTEM	80,379.68
1/23/2023	1/23/2023	RD	1723012	1683352	ERIC HENDRICKSON	2,000,000.00

Account Summary

Total Deposit:	2,080,379.68	Beginning Balance:	15,575,344.62
Total Withdrawal:	0.00	Ending Balance:	17,655,724.30

Attachment: Treasurer's Report January 2023 (3075 : Treasurer's Report for January 2023)



CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

01/01/2023 through 01/31/2023

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Jan 31 (\$)	Value on Jan 31 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
CITY OF LAGUNA HILLS						
BlackRock FedFund		3,355,140.330	1.00	3,355,140.33	3,355,140.33	0.00
Portfolios Total value as of 01/31/2023				3,355,140.33		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
BlackRock FedFund CITY OF LAGUNA HILLS Account Number: 20100027310								
Beginning Balance	01/01/2023			3,343,621.400	1.00	3,343,621.40		
Accrual Income Div Reinvestment	01/31/2023	11,518.93	11,518.930	3,355,140.330	1.00	3,355,140.33	0.00	0.00
Change in Value						0.00		
Closing Balance as of	Jan 31			3,355,140.330	1.00	3,355,140.33		



BNY MELLON

The Bank of New York Mellon Trust Company, N.A.

Account Statement

Statement Period 01/01/2023 Through 01/31/2023

Account LAGUNA HILLS 2010 LEASE PYMT FD
Base Currency = USD

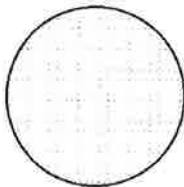
CLIENT SERVICE MANAGER: JOHN KIM
BNYM CORPORATE TRUST
400 SOUTH HOPE ST.
LOS ANGELES, CA 90071
+12136306145
JOHN.KIM@BNYMELLON.COM

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Securely access your accounts online to view your statements. Ask your BNY Mellon contact how we can help you access your account balances and activity in real time, receive your own transactions or submit an audit confirmation online. Also be sure to ask how NEXEN(SM) Gateway, our new cloud-based ecosystem, can help you.

Visit us at www.bnymellon.com

Account Overview

Percent of all Investments	Asset Classification	Market Value
100% ☐	CASH AND SHORT TERM	1,411,142.62
100%	TOTAL OF ALL INVESTMENTS	1,411,142.62



Summary of Assets Held by Asset Classification

Asset Classification	Market Value	Cost	Accrued Income	Estimated Annual Income	Market Yield
CASH AND SHORT TERM	1,411,142.62	1,411,142.62	0.00	55,578.83	3.94 %
ACCOUNT TOTALS	1,411,142.62	1,411,142.62	0.00	55,578.83	3.94 %

Summary of Cash Transactions by Transaction Category

Transaction Category	Current Period		Year-to-Date	
	Income	Principal	Income	Principal
OPENING BALANCE	0.00	0.00	0.00	0.00
DIVIDENDS	4,355.14	0.00	4,355.14	0.00
OTHER CASH ADDITIONS	0.00	4,355.14	0.00	4,355.14
OTHER CASH DISBURSEMENTS	4,355.14 -	0.00	4,355.14 -	0.00
PURCHASES	0.00	4,355.14 -	0.00	4,355.14 -



BNY MELLON

The Bank of New York Mellon Trust Company, N.A.

Account Statement

Statement Period 01/01/2023 Through 01/31/2023

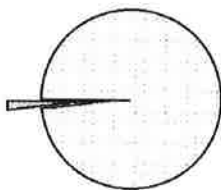
Account LAGUNA HILLS 2010 RESERVE FD
Base Currency = USD

CLIENT SERVICE MANAGER: JOHN KIM
BNYM CORPORATE TRUST
400 SOUTH HOPE ST.
LOS ANGELES, CA 90071
+12136306145
JOHN.KIM@BNYMELLON.COM

Go Paperless.
Securely access your accounts online to view your statements. Ask your BNY Mellon contact how we can help you access your account balances and activity in real time, receive your reports, enter your own transactions or submit an audit confirmation online. Also be sure to ask how NEXEN(SM) Gateway, our new cloud-based ecosystem, can help you.

Visit us at www.bnymellon.com

Account Overview



Percent of all Investments	Asset Classification	Market Value
100%	EQUITY	395,962.52
<1%	CASH AND SHORT TERM	1,343.88
100%	TOTAL OF ALL INVESTMENTS	397,306.40

Summary of Assets Held by Asset Classification

Asset Classification	Market Value	Cost	Accrued Income	Estimated Annual Income	Market Yield
EQUITY	395,962.52	365,894.85	0.00	0.00	0.00 %
CASH AND SHORT TERM	1,343.88	1,343.88	0.00	52.93	3.94 %
ACCOUNT TOTALS	397,306.40	367,238.73	0.00	52.93	0.01 %

Summary of Cash Transactions by Transaction Category

Transaction Category	Current Period		Year-to-Date	
	Income	Principal	Income	Principal
OPENING BALANCE	0.00	0.00	0.00	0.00
DIVIDENDS	4.10	0.00	4.10	0.00
OTHER CASH ADDITIONS	0.00	4.10	0.00	4.10
OTHER CASH DISBURSEMENTS	4.10-	0.00	4.10-	0.00

BlackRock Liquidity Funds

FedFund (Institutional shares)

January 2023 Factsheet

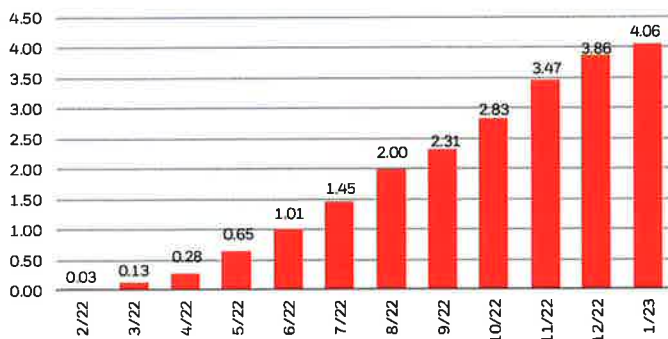
Investment objective

FedFund seeks as high a level of current income as is consistent with liquidity and stability of principal.

Investment policy

FedFund invests at least 99.5% of its total assets in cash, U.S. Treasury bills, notes and other obligations issued or guaranteed as to principal and interest by the U.S. Government, its agencies or instrumentalities, and repurchase agreements secured by such obligations or cash.

Performance (30-day yield %)*.1



7-day SEC yield as of 1/31/23 was 4.07%².

* Sources: BlackRock, Inc. and JP Morgan.

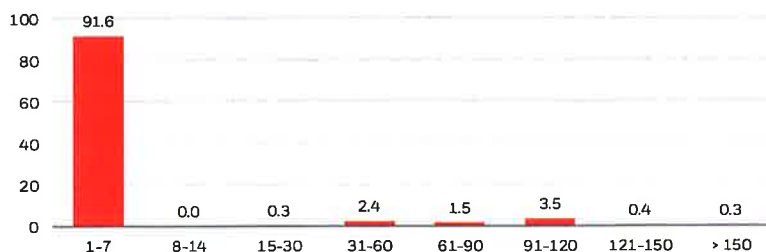
The investment advisor and/or other service providers for the BlackRock FedFund (Institutional Shares) sometimes waive a portion of their fees or reimburse expenses to the Fund. When they do, operating expenses are reduced and total returns to shareholders in the Fund increase. These waivers and reimbursements can be discontinued at any time. Without such waivers and reimbursements, which were in effect for all or a portion of the period shown, the 7-day SEC yield would be 4.05%².

% Net total return³ (12/31/22)

1 year	3 year	5 year	10 year	Since inception
1.51	0.64	1.15	0.68	2.84

Performance data represents past performance and does not guarantee future results. Yields will vary. Current performance may be lower or higher than the performance data quoted. Please call 800-441-7450 or log on to www.blackrock.com/cash to obtain performance data current to the most recent month-end.

% Maturity distribution (days)



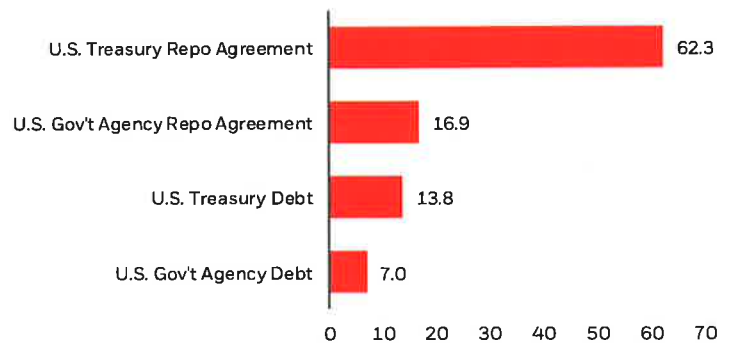
Not FDIC Insured • No Bank Guarantee • May Lose Value

Fund details

Symbol	TFDXX
Size	\$126,141.5 million
Inception	October 1, 1975
Strategy	Government
Fund type	Institutional
NAV type	Constant
Minimum investment	\$3 million
Trading deadline	5pm (ET)
Weighted average maturity (WAM) ⁴	9 days
Weighted average life (WAL) ⁵	35 days
Standard and Poor's ⁶	AAAm
Moody's ⁶	Aaa-mf
Gross expense ratio [†]	0.19%
Net expense ratio [†]	0.17%
CUSIP #	09248U700
Portfolio #	0081

[†] Expenses are as of the most current prospectus. Investment dividend expense, interest expense, acquired fund fees and expenses and certain other fund expenses are included in the Net. BlackRock may contractually agree to waive or reimburse certain fees and expenses until a specified date. Contractual waivers are terminable upon 90 days' notice by a majority of the fund's non-interested trustees or by a vote of the majority of the outstanding voting securities of the fund. The investment advisor and/or other service providers may also voluntarily agree to waive certain fees and expenses which can be discontinued at any time without notice. When waivers or reimbursements are in place, the operating expenses are reduced and total returns to the shareholder in the fund increase. Please see the prospectus for additional information.

Asset allocation %[†]



[†] Does not reflect other receivables and payables.



PMIA/LAIF Performance Report as of 02/15/23



PMIA Average Monthly Effective Yields⁽¹⁾

January	2.425
December	2.173
November	2.007

Quarterly Performance Quarter Ended 12/31/22

LAIF Apportionment Rate ⁽²⁾ :	2.07
LAIF Earnings Ratio ⁽²⁾ :	0.00005680946709337
LAIF Fair Value Factor ⁽¹⁾ :	0.981389258
PMIA Daily ⁽¹⁾ :	2.29
PMIA Quarter to Date ⁽¹⁾ :	1.98
PMIA Average Life ⁽¹⁾ :	287

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 01/31/23 \$206.0 billion

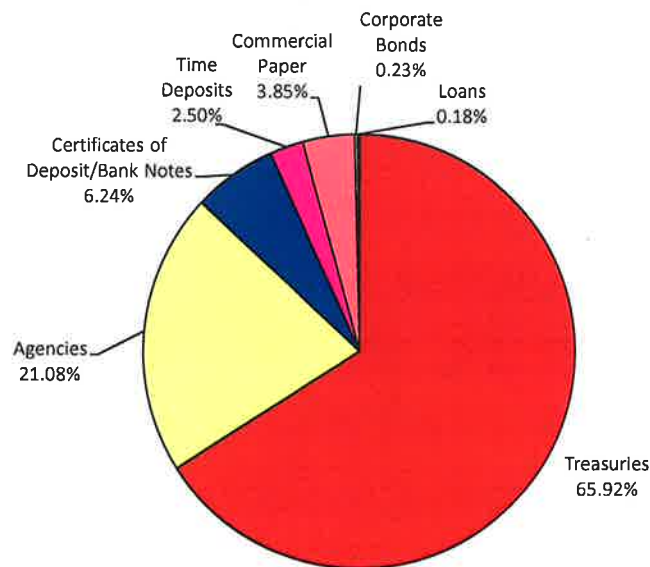


Chart does not include \$3,323,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Joe Ames, P.E., T.E.
Public Works Director/City Engineer
ISSUE: Laguna Hills Civic Center Suite 160 Tenant & Site Improvements Project
Closeout

RECOMMENDATION: That the City Council authorize the filing of the Notice of Completion.

SUMMARY:

Work on the Laguna Hills Civic Center Suite 160 Tenant & Site Improvements project has been completed by SD Design Construction Corporation. Work performed included interior renovations and minor exterior alterations. City staff recommends that City Council approve the filing of a Notice of Completion for the project.

BACKGROUND:

The County of Orange Clerk-Recorder entered into a lease agreement with the City for the use of Suite 160 on July 13, 2021. In Section 13.B of the lease, the City agreed to renovate Suite 160 in accordance with the County's requirements. The renovations are complete. The renovations included electrical and mechanical systems, carpentry, installation of windows, doors and various finishes. The total amount paid to SD Design Construction Corporation to date is \$199,560.50, and SD Design Construction Corporation has agreed that this amount represents the total amount owed to them.

Laguna Hills Civic Center Suite 160 Tenant & Site Improvements Project Closeout
February 28, 2023
Page 2

FISCAL IMPACT:

This project is primarily funded by the County of Orange. Subsequent to the Notice of Completion being filed, and if no liens are filed within the statutory 35-day limit, the County will reimburse the City for construction costs.

ATTACHMENTS:

- Notice of Completion - SD Design Construction Corp

Recording Requested by and
When Recorded Mail to:

Jennifer Lee, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on February 28, 2023.

Description of Improvements

Laguna Hills Civic Center Suite 160 Tenant & Site Improvements Project, including interior renovations and minor exterior alterations.

General Location

Laguna Hills Civic Center, 24035 El Toro Road, Suite 160, Laguna Hills, CA 92653

Owner of Property Address

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

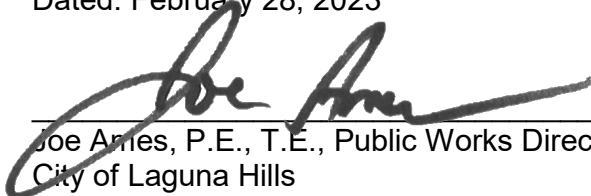
Contractor

SD Design Construction Corporation
1760 W. Cameron Ave, Suite 100
West Covina, CA 91790

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

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

Dated: February 28, 2023



Joe Ames, P.E., T.E., Public Works Director/City Engineer
City of Laguna Hills



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: License Agreement with the Laguna Hills Chamber of Commerce, a 501(C)6 Nonprofit Corporation, for 24031 El Toro Road, Suite 255, Laguna Hills, California

RECOMMENDATION: That the City Council approve a License Agreement with the Laguna Hills Chamber of Commerce, a 501(C)6 corporation, for 24031 El Toro Road, Suite 255, Laguna Hills California, and authorize the Mayor to execute the License Agreement.

SUMMARY:

Pursuant to City Council direction at the January 24, 2023, City Council meeting, staff has negotiated License Agreement with the Laguna Hills Chamber of Commerce, a 501(C)6 nonprofit corporation, for 24031 El Toro Road, Suite 255. The Laguna Hills Chamber of Commerce (Chamber) is a nonprofit organization that provides opportunities and benefits for the Laguna Hills business community, among other services that strengthen the local business community. The terms of the License Agreement conform to deal points negotiated between the City and the Chamber in accordance with City Council direction, which stipulates that the Chamber will pay a monthly common area maintenance fee of \$100 and receive free rent for Suite 255. The following is a summary of the key lease terms:

Commencement Date: March 1, 2023

Term: Month-to-month, but the City Council expressed a one-year commitment.

License Agreement with the Laguna Hills Chamber of Commerce
February 28, 2023
Page 2

Rentable Square Feet:	566
Upfront Capital:	\$0.00
Rate:	Year 1 - \$0.00
Total Rent Payments:	\$0.00
CAM Fee:	\$100.00 per month

The final lease has been included as an attachment to this staff report and staff is recommending approval.

ATTACHMENTS:

- Proposed License Agreement - Laguna Hills Chamber of Commerce, Suite 255

LICENSE SUMMARY

Building and Suite where User is located

Address: 24031 El Toro Road, Suite 255	City: Laguna Hills
State: CA	Zip Code: 92653

User Information

Name: Laguna Hills Chamber of Commerce ("Chamber")	Contact Name/Title: Jacob W. Anderson, CEO/President
Address: 24031 El Toro Road, Suite 255	City: Laguna Hills
State: CA	Zip Code: 92653
Telephone: (949) 542-6016	Fax:

User invoicing details (if different from above)

City name N/A	Contact Name/Title
Address	City
State	Zip Code
Telephone	Fax

User Business

The Chamber is a 501(C)(6) nonprofit corporation that is organized, among other things, for the following purposes: to provide opportunities and benefits for the local Laguna Hills business community to help strengthen such businesses; to promote and assist local businesses in Laguna Hills by creating a local business climate where such commerce can operate in a productive and profitable manner; to cooperate with and support the local business community of Laguna Hills both locally and within the region; to educate, inform, and encourage Laguna Hills residents to shop and dine in Laguna Hills and to patronize such local businesses; and to increase the economic base of Laguna Hills while preserving local historic resources, quality of life, ambiance, and the interests of Laguna Hills businesses.

Type	Areas Assigned	Move-In Date	Qty.	Fee per Area	Total Monthly Fee
Office	Suite 255	March 1, 2023		\$ 0.00	\$ 0.00

Service Retainer (Due at signing)	\$ 0.00
--	----------------

Total due at signing **\$ 0.00**

This License Summary applies to the grant of a revocable license by City to the Laguna Hills Chamber of Commerce ("Chamber") under the License Agreement, dated February 28, 2023 to which this is attached ("Agreement"). Capitalized terms not defined herein have the meaning ascribed to them in the Agreement.

LICENSE AGREEMENT

This License Agreement ("Agreement" or "License") is made and entered into, to be effective this 28th day of February, 2023, by and between the CITY OF LAGUNA HILLS ("City"), a municipal corporation organized and existing under the laws of the State of California, and the LAGUNA HILLS CHAMBER OF COMMERCE, a California nonprofit corporation ("Chamber"). This License includes the preceding License Summary ("License Summary"), which is attached hereto and is incorporated herein by this reference.

Section 1. Purpose and Intent. The purpose of this License is to set forth the terms and provisions under which City grants to Chamber a revocable License to utilize Suite 255 of the Laguna Hills Civic Center ("Premises") located at 24031 El Toro Road, Laguna Hills CA 92653 ("Civic Center"). Notwithstanding anything to the contrary contained herein, City and Chamber expressly acknowledge, confirm and agree that: (i) the License granted herein is and shall at all times be a revocable license; (ii) the relationship between City and Chamber created hereunder is that of licensor-licensee, and not of landlord-tenant or lessor-lessee; and (iii) the License granted herein shall not create or be deemed to create any tenancy interest, leasehold estate, or other real property interest in favor of Chamber with respect to the Premises, Civic Center, accommodations, and services provided hereunder.

Section 2. Grant of License. Subject to the terms, promises, conditions, and duties of this Agreement, City hereby grants a revocable license to Chamber to utilize the Premises as described and depicted in Exhibit "A", attached hereto and incorporated by reference herein.

Section 3. Term and Termination of License. This Agreement is effective on the date first written above and shall continue month-to-month thereafter until terminated. This Agreement may be terminated by either City or Chamber without cause at any time by providing thirty (30) days' advance written notice of termination to the other party.

Section 4. Internet, Telephone, Utilities and Common Area Maintenance ("CAM") Charges. Chamber shall be solely responsible for the cost of all internet and telephone service for the Premises. Chamber shall reimburse City for electricity, gas, water, air conditioning, security, elevator, insurance, and janitorial services provided by City for the Premises and the Civic Center common area maintenance in a total amount of one hundred dollars (\$100.00) per month (collectively, "CAM Charges"). The CAM Charges shall be made payable to City by Chamber in advance of the first day of each month. The check is to be made payable to the City of Laguna Hills. Payment for monthly CAM Charges shall be submitted directly to the City Manager's office located at the Civic Center.

Section 5. No License Consideration. Chamber shall not be required to pay a License consideration for the privilege of utilizing the Premises.

Section 6. Permitted Use. Chamber may only use the Premises for an administrative office use and may not utilize the Premises for any other uses than those specifically established in this Agreement. Use of the Premises for a retail use, involving frequent visits by members of the public, is not permitted. Chamber shall not have the right to lease, assign, or license the use of the Premises or any portion thereof at any time.

Section 7. City's Property. Chamber must take good care of all parts of the Civic Center, including any equipment, fixtures, and furnishings. Chamber shall not alter any part of the Civic Center or City's equipment, fixtures, or furnishings. Chamber shall be liable for any damage caused by Chamber or its employees, agents, customers, vendors, permittees, or invitees.

Section 8. Tenant Improvements, Furniture and Equipment. City shall not construct or install any tenant improvements or fixtures or otherwise provide furniture or equipment for the Premises pursuant to this License. Chamber shall not install any furniture or office equipment, satellite or microwave antennas or dishes, cabling, technology or telecommunication lines or connections without City's prior written consent, which City may refuse at City's sole and absolute discretion.

Section 9. Keys. City shall provide Chamber with keys and/or entry cards for access to the Premises. All keys and entry cards which City permits Chamber to use shall remain City's property at all times. Chamber must not make any copies of them or allow anyone else to use them without City's prior written consent. Any loss of keys or entry cards must be reported to City immediately and Chamber must pay the cost of replacement keys or entry cards and of changing locks, if required.

Section 10. Compliance with Law. Chamber must comply with all relevant laws and regulations in the conduct of Chamber's business. Chamber must do nothing illegal. Chamber must not do anything that may interfere with the use of the Civic Center by City or by others permitted to use the Civic Center, cause any nuisance or annoyance, increase the insurance premiums City has to pay or cause loss or damage to City. Chamber acknowledges that the terms of the foregoing sentence are a material inducement to City for the execution of this Agreement.

Section 11. Compliance with Building Rules. Chamber must comply with all Civic Center rules, policies and procedures that City imposes generally on tenants and users of the Civic Center, whether for reasons of health and safety, fire

precautions or otherwise as amended by City from time to time in its discretion ("Rules and Regulations"), a copy of which is attached hereto as Exhibit "B", and incorporated by reference herein.

Section 12. Chamber's Compliance with Insurance Requirements. Chamber shall obtain, maintain, and keep in full force and effect during the term of this License, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this Section 12 against claims for injuries to persons or damages to property which may arise from or in connection with Chamber's operation and use of the Premises and the activities of the Chamber, its guests, agents, representatives, employees, invitees, or subcontractors. Chamber shall not take possession of the Premises unless and until it has provided evidence satisfactory to City that it has secured all minimum insurance required by this Section 12.

12.1 **Types of Insurance Required of Chamber.** Without limiting the indemnity provisions set forth in this License, Chamber shall obtain and maintain in full force and effect during the term of this License, including any extension thereof, the following policies of insurance:

(a) **Commercial General Liability Insurance.** A policy of Commercial General Liability insurance written on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Premises, or the general aggregate limit shall be twice the required occurrence limit. 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 this License.

(b) **Automobile Liability Insurance.** A policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) 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 and Employer's Liability Insurance.** 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. Chamber agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against City, its officials, officers, employees, agents and volunteers. Chamber shall obtain and maintain, in full force and effect throughout the term of this License, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(d) *Intentionally omitted.*

(e) *Intentionally omitted.*

(f) *Intentionally omitted.*

12.2 **General.**

(a) **Acceptability of Insurers.** Insurance required by this Section 12 shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that City will accept workers' compensation insurance from the State Compensation Fund. In the event City determines that Chamber's use of the Premises creates an increased or decreased risk of loss to City, Chamber agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from City. Chamber shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

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

(i) **Additional Insured.** Chamber's policy or policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be endorsed to include City, its officials, officers, employees, agents and volunteers, City's lender, and any property management company of City for the Premises. The additional insured endorsement shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole"

liability of Chamber, or (4) contain any other exclusions contrary to this License; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(ii) Notice. Each insurance policy required by this Section 12, except for workers' compensation and employer's 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 City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Chamber's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

(iii) Primary and Non-Contributing Insurance. All policies of insurance maintained by Chamber pursuant to this Section 12, except for workers' compensation and employer's liability insurance, shall be primary and any other insurance, deductible, or self-insurance maintained by 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.

(iv) Waiver of Subrogation. All policies of insurance maintained by Chamber pursuant to this Section 12 shall contain or be endorsed to waive subrogation against City, its officials, officers, employees, agents and volunteers, or shall specifically allow Chamber to waive its right to recovery prior to a loss. Chamber hereby agrees to waive its own right of recovery against City, its officials, officers, employees, agents and volunteers.

(c) Evidence of Coverage. Concurrently with the execution of this License, Chamber shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this Section 12. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to 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 City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Chamber shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Chamber 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.

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

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

(f) Notification of Incidents. Chamber shall notify City within twenty-four (24) hours after the occurrence of any accidents or incidents in the Premises, the Building, Common Areas or the Project which could give rise to a claim under any of the insurance policies required under this Section 12.

12.3 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Chamber pursuant to this Section 12:

(a) Chamber 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 Chamber and available or applicable to this License 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 License or any other agreement relating to 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 12 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 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 Chamber's occupancy of the Premises. It is Chamber's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

(e) Chamber agrees to ensure that its subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Chamber, provide the same minimum insurance coverage required of Chamber. Chamber 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 12. Chamber agrees that upon request, all agreements with subconsultants, subcontractors and others engaged in the Project will be submitted to City for review.

Section 13. Indemnity. To the fullest extent permitted by law, Chamber shall defend (at Chamber's sole cost and expense), indemnify, protect, and hold harmless City, its 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 (Chamber's employees, volunteers and independent contractors included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of or are related to Chamber's use or occupancy of the Premises as provided in this Agreement. Without limiting the foregoing, Chamber shall defend all alleged Claims, arising from or related to: (1) this Agreement or its existence, (2) the presence or operation at the Premises of the Chamber and/or its directors, officers, members, staff, employees, independent contractors, attorneys, invitees, guests, or agents, (3) the presence or use of equipment owned, leased, supplied by, or operated by the Chamber, and/or (4) the conduct of any event, activity, program or function of Chamber, except as may be caused by the sole active negligence or willful misconduct of City and/or the Indemnified Parties. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Chamber's indemnification obligation or other liability hereunder. This indemnification shall extend to Claims alleged or arising after this Agreement is terminated.

Section 14. Parking. Chamber may, subject to rules made by City, use parking space(s) at the Civic Center on a nonexclusive basis with other users of the building.

Section 15. Security. City makes no warranty or representation to Chamber with respect to any security services or systems. Chamber shall be fully responsible for the safety and security of its personal property brought onto the Premises.

Section 16. Condition of Premises. Chamber has inspected the Premises and has accepted the Premises facility in its present condition and in conditions as may exist from time to time. City makes no representations or warranties of fitness for the use contemplated by Chamber. Chamber makes no demand on City for any improvements or alteration thereof. Chamber is not permitted, and shall not make, any alterations, improvements, or repairs to the Premises without the prior written consent of City. The City shall not be responsible for any loss or damage to property of Chamber or of others located within the Premises. Accordingly, except to the extent arising out of the negligence or willful misconduct of City, Chamber agrees to assume all risks associated with entry, use, and presence in the Premises and releases City from any and all liability that might arise from the condition of the property.

Upon the termination of this License:

- (a) Chamber shall vacate the Premises immediately, leaving it in the same condition as it was in when Chamber moved in, reasonable wear and tear excepted. If Chamber leaves any of Chamber's own property in the Premises after this License has been terminated, City may dispose of it in any way City chooses without liability to Chamber for such property or any proceeds of sale thereof; and
- (b) Chamber shall indemnify City for any loss, claim or liability City incurs as a result of Chamber's failure to vacate the Premises on time.

Section 17. No Relocation Benefits. This Agreement is not intended to convey a property interest but to permit the Chamber, as Licensee, to use the property as provided herein. Chamber acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such present and future rights, if any, to which Chamber might otherwise be entitled from the City with regard to the License granted herein and the business operated on the Premises. Chamber shall not be entitled to relocation assistance, relocation benefits, or compensation for loss of goodwill upon termination of this Agreement.

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Section 18. Possessory Interest Tax Notice. Chamber hereby recognizes and understands that this Agreement may create a possessory interest subject to property taxation, and that Chamber may be subject to the payment of property taxes levied on such interest if Chamber is unable to obtain the annual exemption from the County of Orange for being a non-profit. Any such imposition of a possessory interest tax shall be a tax liability of Chamber only, notwithstanding any provision of this Agreement to the contrary. Chamber shall promptly notify City of any possessory interest tax imposed against Chamber's interest in the Premises and shall provide City with a copy of any bill or assessment imposing the possessory interest tax. Chamber shall remit to the taxing agency the amount of the possessory interest tax imposed against Chamber and shall notify City in writing of the payment. Chamber acknowledges that City, in accordance with California Revenue and Taxation Code Section 107.6, has given notice to Chamber that Chamber may be subject to property taxation, and that Chamber may be subject to payment of property taxes levied on the possessory interest created by this Agreement and License. Chamber shall be fully responsible for the payment of all possessory interest tax levied and/or assessed during the term of this Agreement regarding the License.

Section 19. Notices. When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

Laguna Hills Chamber of Commerce
 Attention: President, Laguna Hills Chamber of Commerce
 24031 El Toro Road, Suite 255
 Laguna Hills, CA 92653

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

Section 20. Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the state of California. Venue shall be in Orange County.

Section 21. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto with respect of the matters contained herein, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

Section 22. Corporate Authority. The Parties to this Agreement hereby represent and warrant that each signatory below has been authorized to enter into this Agreement on behalf of the entity for whom they sign.

[Signatures on Next Page]

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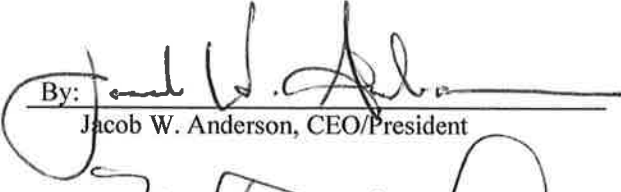
City of Laguna Hills,
a California municipal corporation

JANINE HEFT,
Mayor

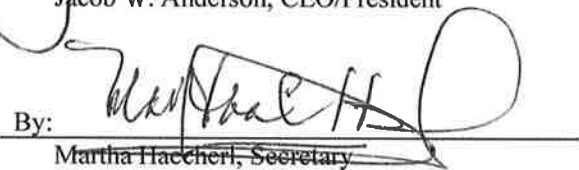
ATTEST:

(SEAL)
JENNIFER LEE,
City Clerk

Laguna Hills Chamber of Commerce,
a California nonprofit corporation

By: 

Jacob W. Anderson, CEO/President

By: 

Martha Haccherl, Secretary

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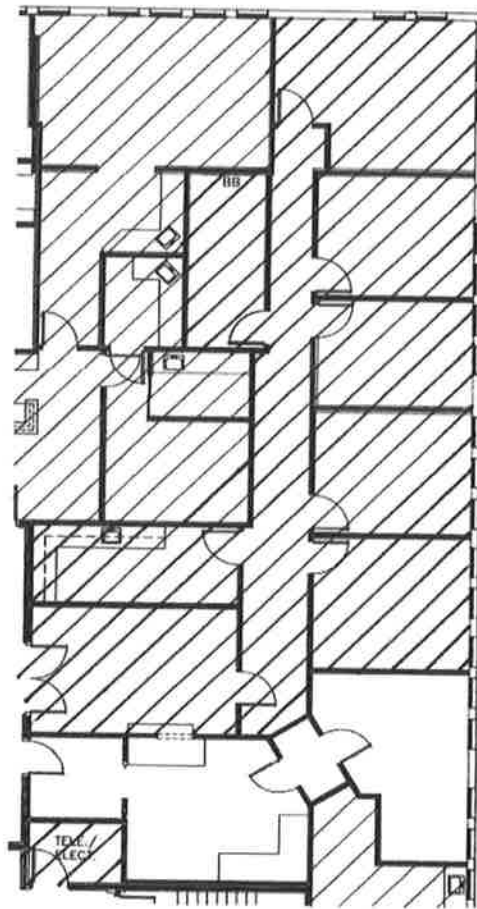
EXHIBIT "A"

Description and Depiction of the Licensed Premises

Approved for Use by

The Laguna Hills Chamber of Commerce

Suite 255, approximately 566 square feet, is located at Laguna Hills Civic Center at 24031 El Toro Road, Laguna Hills, CA 92653. Suite 255 is private, two-suite office, accessed via shared hallway on the second floor of the Civic Center.



SUITE 255
478 USF
566 RSF

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EXHIBIT "B"

City Rules and Regulations

RULES AND REGULATIONS

ATTACHED TO AND MADE A PART OF ACCOMODATION LICENSE AGREEMENT

The following Rules and Regulations shall be in effect at the Office Building Project. City reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and Regulations and the License, the License shall be controlling.

1. Except with the prior written consent of City, no User shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the License.

2. City reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on City occasioned by the presence of such vendors or the sale by them of personal goods or services to the User or its employees. If reasonably necessary for the accomplishment of these purposes, City may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a User, other than goods or services, which are used by a User only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to User's vendors and suppliers in connection with User's operation of its business.

3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any User or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and City shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of City shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its Users, provided that nothing herein contained shall be construed to prevent such access to persons with whom User normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No User and no employees of any User shall go upon the roof of the Building without the written consent of City. This Section 3 shall not apply to User's vendor's suppliers in connection with User's operation of its business.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the User who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by User on any part of the Office Building Project or the Premises without the prior written consent of City. If City shall have given such consent at any time, whether before or after the execution of this License, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this License, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by City and shall not be construed as dispensing with the necessity or obtaining the specific written consent of City with respect to each and every such sign,

advertisement or notice, as the case may be, so consented to by City. City shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of User, and City shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to City's prior approval. If City, by a notice in writing to User, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by User. No awnings shall be permitted on any part of the Premises.

7. User shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by City.

8. User shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Users, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

9. No User shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. User shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to City or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Users or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

10. User and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by City for smoking, in City's sole and absolute discretion.

11. No cooking shall be done or permitted by User on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.

12. User, upon the termination of its tenancy, shall deliver to City all the keys of offices, rooms and toilet rooms which shall have been furnished User or which User shall have had made, and in the event of loss of any keys so furnished, shall pay City therefore.

13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. City shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom City has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, City reserves the right but shall not be obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.

14. User shall see that the windows and doors of the Premises are closed and

securely locked before leaving the building and User shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before User or User's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness User shall make good all injuries sustained by other Users or occupants of the Building or City.

15. User shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of City. If City shall give its consent, User shall in each case furnish City with a key for any such lock.

16. User shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by City under the License and any such equipment shall be placed in the Premises in settings approved by City to adsorb or prevent any vibration, noise or annoyance.

17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by User.

18. City shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by User which in Landlord's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Users, and upon written notice from City, User will refrain from or discontinue such publicity.

19. User shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.

20. User shall not overload the floor of the Premises. In addition, User shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.

21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of City and all moving of the same into or out of the Building shall be done at such time and in such manner, as City shall designate. City shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by City, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, City's consent to placement of User's safes, heavy equipment or furniture shall not constitute a representation or warranty by City that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve User from responsibility for the consequences of noncompliance. City will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of User. There shall not be used in any space, or in the public halls of the Building, either by any User or others, any hand trucks except those equipped with rubber tires and side guards.

22. Except with the written consent of City, no person or persons other than those approved by City shall be permitted to enter the Building for their purpose of cleaning the same. User shall not cause any unnecessary labor by reason of User's carelessness or indifference in the preservation of good order and cleanliness. City shall in no way be responsible to any User for any loss of property on the Premises, however occurring, or for any damage done to the effects of any User by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs,

except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.

23. City will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of City. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of City.

24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by City.

25. City reserves the right to exclude or expel from the Office Building Project any person who in the judgment of City, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.

26. The requirements of User will be attended to only upon application to City. Contractors, vendors and employees of City shall not perform any work or do anything outside of their regular duties unless under special instructions from the City or City's agent.

27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the City.

28. City shall have the right, exercisable without notice and without liability to User, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.

29. User agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by City and User also shall provide City with the name of a designated responsible employee to represent User in all matters pertaining to such fire or security regulations.

30. City reserves the right by written notice to User, to rescind, alter or waive any rule or regulation at any time prescribed for the Office Building Project when, in City's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its Users.

31. Users shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.

32. City shall furnish heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday except for holidays. In the event User requires heating and air conditioning during off hours, Sundays or Holidays, City shall on notice provide such services at the then prevailing rate for such extra services.

33. User shall cooperate with City in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises. User shall not obstruct, alter, or in any way impair the efficient operation of City's heating, ventilating and air-conditioning system. User shall not tamper with or change the setting of any thermostats or control valves.

34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by City from time-to-time. User agrees to cooperate with City in completing regular maintenance of the parking lot.

- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) City may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.
- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. User and User's employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) City reserves the right to restrict customer, User and User's employees parking to a limited designated area or areas.

35. User agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as City may adopt from time to time for the orderly and proper operation of said Common Areas.

City reserves the right to make such other and further rules and regulations as in its judgment may be for the safety, care and cleanliness of the Office Building Project and for the preservation of good order therein. User agrees to abide by these Rules and Regulations herein above stated and any additional rules and regulations, which are adopted hereafter.

Date: _____

City's Initials: _____

Date: 2/16/23

User's Initials: Mark J



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Community Services Department 2022 Year-End Report

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

SUMMARY:

Attached is a year-end report for calendar year 2022 which highlights Community Services Department's work activities and provides an Outlook for 2023. Community Services staff has historically provided the Parks and Recreation Commission with end of the year reports that summarize recreation activity and facility reservation activity. The last report presented to the Parks and Recreation Commission was on February 5, 2020, and provided a year-end summary of calendar year 2019 activity. Shortly thereafter, all recreation programming and facility reservations ceased because of the COVID-19 pandemic. Phasing in of recreation programs and facility reservations occurred throughout calendar year 2021. The Emeritus program was phased back into the City recreation programming in calendar year 2022.

Staff felt that it is important to provide the City Council with a year-end report for 2022, since last year marks a year when several recreation programs have returned, special events were expanded, and the booking of facility reservations has rebounded. The attached report provides a four-year comparison of recreation activity which illustrates the impact that the COVID-19 pandemic had on recreation class/activity participation and facility reservation numbers over the last four years.

ATTACHMENTS:

- Community Services Department 2022 Year-End Report



Community Services Department 2022 Report

Facility

Reservations



Since its opening in 2002, the Laguna Hills Community Center and Sports Complex has served the community with numerous facility reservation needs, which include wedding receptions, memorials, business seminars, quinceaneras, and HOA meetings. The Sports Complex's fields, picnic shelters, and paleo-themed playground are also busy throughout the year. The total reservation revenue for calendar year 2022 was \$296,753. Figure 1 presents a comparison of indoor and outdoor facility rental revenue from 2019 to 2022. The Community Center closed in March 2020 due to the Covid-19 pandemic and re-opened for reservations beginning September 2021. As a result, the graph shows substantial reduced rental revenue in 2020 and 2021 with a positive trend of increased revenue in 2022.

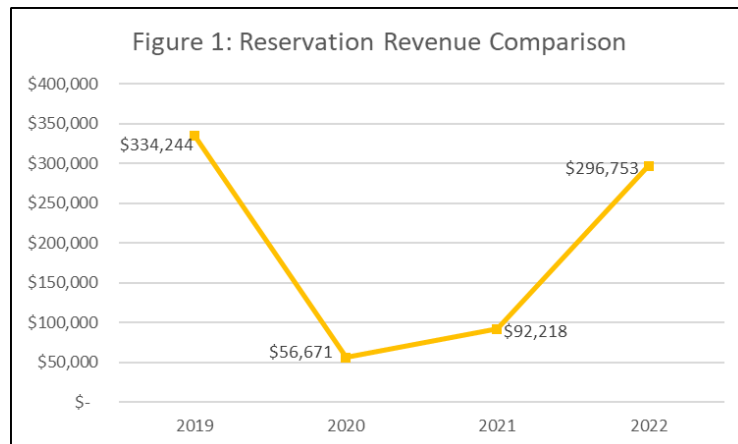


Table 1 below highlights the total number of reservations and reservations by rental category. In 2022, the Community Services Department processed 353 facility reservation permits. In the past 4 years, on average, sixty-two percent (62%) of facility rentals were booked by the Laguna Hills residential categories (i.e. Resident Non-Profit and Resident Private). A list of the type of reservations and the number of reservations per type for calendar year 2022 are provided in Appendix A.

Table 1: Reservations by Rental Category

	2019		2020 (Jan. 1 - Mar. 13)*		2021 (Sep. 1 - Dec. 31)*		2022	
	# of Res.	% of Res.	# of Res.	% of Res.	# of Res.	% of Res.	# of Res.	% of Res.
Resident Non-Profit	76	19%	19	23%	10	10%	43	12%
Resident Private	189	48%	28	33%	48	48%	197	56%
Non-Resident Non-Profit	28	7%	8	10%	7	7%	20	6%
Non-Resident Private	54	14%	18	21%	29	29%	69	20%
Commercial	49	12%	11	13%	5	5%	24	7%
Totals	396		84		99		353	

* The Community Center and Sports complex was closed in March of 2020 due to the Covid-19 Pandemic and re-opened in September of 2021 for facility reservations.

Recreation Programs



RECREATION CLASS/ACTIVITY REGISTRATION

The City offered approximately 370 recreation classes and activities in 2022 with total revenue at \$87,745. For a means of a four-year comparison, the recreation class/activities revenue and enrollment totals from 2019 through 2022 are provided in Table 2 and Figure 2 respectively, which demonstrate the significant impact the Covid-19 pandemic had on the City's recreation programming and the slow return to pre-Covid participation numbers. Recreation programming was shuttered in March 2020 and was phased back in with a limited version of the outdoor Build-a-Fort camp in the summer of 2021. Other classes were slowly re-introduced beginning in Fall 2021 coinciding with the re-opening of the Community Center.

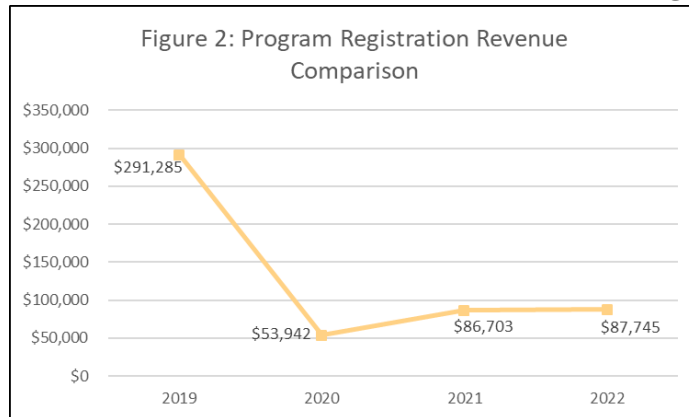


Table 2: Resident vs. Non-Resident Participation				
	2019	2020	2021	2022
Resident	2,608	503	548	611
Non-Resident	1,516	342	256	372
Total	4,688	845	804	983

The information above does not include participation in the Emeritus program.

DROP-IN SPORTS

The following drop-in sports programs are offered as part of the City's recreation programs. They provide an opportunity for all ages to recreate.

- Youth Open Gym is offered Monday – Thursday from 2:00 pm – 4:00 pm and Sunday from 12:00 pm-2:00 pm.
- Adult Open Gym is offered Friday from 6:00 pm-10:00 pm and Sunday 2:00 pm-6:00 pm.
- Pickleball is offered Monday and Thursday from 6:00 pm – 9:00 pm. We will also set up this program on request Tuesday and Wednesday from 8:00 am – 12:00 pm.

- Table Tennis is offered Tuesday and Thursday from 12:00 pm – 2:00 pm and Saturday from 12:00 pm – 2:00 pm. Staff will often extend the hours of this program until 4:00 pm if the room has availability.



● **EMERITUS PROGRAM**

As an extension of the City's recreation programs, the City partnered with the Emeritus program at Saddleback College to offer senior programming. Under this program, the Emeritus offers senior fitness and cultural arts programming. The list below shows all classes offered at the Community Center in 2022 and 420 individuals participated in the program last year.

- Beginning Water Color
- Intermediate/Advanced Water Color
- Beginning Spanish
- Intermediate Sketching
- Posture and Flexibility
- Focused Movement
- Muscle Strength
- Tai Chi



In 2019 the Emeritus program had 3,864 participants. All Emeritus Program classes were suspended in March 2020 due to the pandemic. The Emeritus Program returned in late January 2022 with a phased-in approach offering four cultural arts classes for the Spring semester and two classes in the summer. The physical education classes resumed in Fall 2022 in the gymnasium.

Community Services



● **SENIOR DIAL-A-TAXI PROGRAM**

Funded by the OCTA Senior Mobility Program, the City of Laguna Hills offers a Senior Dial-a-Taxi program for transportation services for seniors 60 years of age and older. Currently there are 745 seniors that are registered for the

program. The service area is any destination within Laguna Hills, Mission Viejo, and Laguna Woods. There are also several satellite destinations outside this service such as John Wayne Airport that are serviced under this program. Table 3 below provides information on the use of this program.

Table 3: Senior Dial-a-Taxi Participation				
	2019	2020	2021	2022
Active Users	365	166	152	187
Airport Trips	107	28	48	89
Total Trips	1,625	410	297	372

Community Events



● DADDY DAUGHTER DINNER DANCE



In 2022 we saw the return of the Daddy Daughter Dinner Dance. The event took place on April 22, with 102 participants enjoying dinner and dancing in a Spring garden theme. Dinner was Italian food provided by Taste Catering; and for dessert, there were doughnut hole kabobs from Surfin' Doughnuts.

● LAGUNA HILLS MEMORIAL DAY HALF MARATHON, 5K, AND 10K

The 23rd annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K honoring the USMC Dark Horse Battalion took place on Monday, May 30, 2022. Two thousand, seven hundred and eighty runners (2,870) participated in the event which included the return of the half marathon race course. Several Marines ran in the half marathon, which along with the 5k and 10k, was led from the start line by Grand Marshall Raymond Orozco. Total 2022 event expenditures, including staff time, were \$201,463 and event revenues totaled \$177,685.



● 4TH OF JULY CELEBRATION



Approximately 6,000 people attended the City's annual Fourth of July Celebration on Monday, July 4, 2022. The special event took place between the hours of 4:00pm to 9:30pm. Carnival rides, games, informational booths, and food vendors returned to the event in 2022 after being suspended by the pandemic. Live music was provided by Straight-78. Fireworks

America provided an excellent 20-minute fireworks display. Expenditures for the 2022 Fourth of July Celebration totaled \$64,235. Abe Lincoln and George Washington also made a visit to this event.

● **NATIONAL NIGHT OUT**

On September 22, from 4:00pm to 8:00pm at the Community Center and Sports Complex, the Laguna Hills Police Services Department hosted National Night Out. There were several community vendors, bounces houses, fire trucks, and numerous police vehicles--including the "Duke" police helicopter. Also, the National Guard landed a Blackhawk Helicopter onsite.



● **FIRST ANNUAL HERITAGE DAY**



The First Annual Heritage Day took place on October 2, from 12:00pm to 6:00pm, and hosted a variety of live performances including two bands, The James Kelly Band and Family Style Band, Folkloric Dancers, Western Reenactors, and Blacksmith Demonstrations. There were several exhibits to visit including Moulton Museum Historical Display, Vendor Expo, and Art Expo. The event also hosted carnival rides, bounces houses, pony rides, and a petting zoo as well as food trucks and a beer and wine garden. An estimated 2,000 people were in attendance throughout the day.

● **MOVIES IN THE PARK**

Two Movies in the Park events were offered in 2022. The first event took place on March 12 at the soccer fields in the Community Center and Sports Complex with a showing of *Encanto*. The second movie event was hosted within the Community Center's Heritage Room on November 18th. The second movie night was a presentation of the movie *The Santa Clause*.



● **ROOTED VOLUNTEER CAMPAIGN**



The City hosted four (4) Rooted Volunteer Campaign events in 2022. February 19th was landscaping improvements along La Paz Road from Rickenbacker to The Hills Hotel. April 16th was a tree-planting event at Cousteau Park. June 18th was a planting of the slope along the Alicia exit from the 5 Freeway Southbound. And September 24th was landscape planting at Stockport Park.

HOLIDAY EVENT SERIES

The City hosted its Holiday Event Series and had five different events this year as described below.



- A Tree Lighting Ceremony took place at the Laguna Hills Community Center on **December 8th**, from 6:00pm to 8:00pm. The event showcased a tree lighting ceremony with Holiday music performed by the South Orange County Holiday Brass and the Concordia Community Handbell Ensemble. Refreshments were provided by the Laguna Hills Chamber of Commerce and the OC Sheriff's Department. OC Public Libraries' Laguna Hills Technology Library branch provided Christmas crafts for the kids. There was also a toy drive for Team Darkhorse to benefit children of the 3rd Battalion, 5th Marines as well as a canned food drive for South County Outreach.
- The annual Breakfast Santa Event took place on **December 10th**, from 9:00am to 11:00am at Laguna Hills Community Center. Participants enjoyed a breakfast provided by Polly's Pies, and were able to have a meet and greet, along with photos, with Santa. The event was sold out with 200 participants.
- Parents Night Out was hosted on two nights, **December 10th and 16th**, from 6:00pm to 8:00pm, and offered an opportunity for parents to drop off their children (ages 6 – 12 years old) for dinner, bounces houses, crafts, and movies. Both nights sold out with 75 participants each night.
- An evening with Santa took place on **December 14th** from 6:00pm to 8:00pm. Santa was available for pictures inside a giant walkthrough Holiday Ornament. "The Holiday Carolers" performed Holiday music during Santa Claus' visit. Refreshments were provided by the Laguna Hills Chamber of Commerce and the OC Sheriff's Department. OC Public Libraries' Laguna Hills Technology Library branch provided Christmas crafts for the kids. There was also a toy drive for Team Darkhorse to benefit children of the 3rd Battalion, 5th Marines as well as canned food drive for South County Outreach.

- The Holiday Music & Dance Extravaganza was on two nights, **December 10th and 15th** from 6:00pm to 8:00pm in the Community Center Heritage Room. The Laguna Ballet presented Nutcracker excerpt dances, OC Dancing presented holiday ballroom dances, Jameson Dance Company presented contemporary holiday dances, and the Laguna Hills High School Choir and the Aliso Niguel High School Choir performed holiday music.

Outlook for 2023



In addition to the day-to-day operations of the Community Services Department, listed below are some highlights of work efforts that have recently been completed and planned for 2023.

● **SECURITY CAMERA PROJECT**

The City Council approved a contract with Millennium Alarm Systems (MAS) on October 11, 2022, for the upgrade to existing cameras and the installation of additional security cameras at the Community Center and Sports Complex. Upon award of the contract, MAS ordered all necessary equipment and was able to begin installation in December 2022 once equipment was delivered. Installation worked continued through January 2023 and this project is complete. The addition of new cameras has already proven useful in surveillance of the Community Center and Sports Complex as well as reporting on issues.

● **CIVICREC**

The Community Services Department is underway with a software project to transition away from its current Active.net software system to a new recreation software system, CivicRec. A recreation software system is important to the Community Services department because the software facilitates the management of facility reservations, class registrations, contract instructors, sports leagues and memberships, as well as the generation of the recreation class catalog and reports. The CivicRec project implementation work effort is also an opportunity for staff to assess the department's business processes and improve on them. Further, CivicRec integrates directly with the City website software as both systems our software products of CivicPlus which will enhance the recreation and special event elements of the City's website. The anticipated start date for CivicRec will be July 1, 2023.

● **RENTAL FEE STUDY**

Staff will be conducting a fee study for all reservation fees for the City's outdoor and indoor recreation amenities. Staff will survey surrounding cities rental fees to establish comparative benchmarks and will also determine all operating costs associated with facility rentals for cost recovery purposes. Based on the results

of this study, staff may recommend modifications to reservation rental rates for the City Council's consideration.

● **FOSSIL EXHIBITS MAINTENANCE AND IMPROVEMENTS**

Staff is working on an agreement with Dr. Thomas Demere for paleontological consulting services to support the fossil exhibits at the Laguna Hills Community Center. Dr. Demere is the Curator of the Department of Paleontology and the Director of the Department of PaleoServices at the San Diego Natural History Museum. Under the agreement's scope of services, Dr. Demere and his staff will evaluate and upgrade the physical condition of the displays, the scientific content and educational messaging of the displays, the paleontological display audio tour script, the Fossil Finders Fossil Fixers school curriculum. In addition, Dr. Demere will develop a plan for recommended improvements for the Community Center's paleontological displays which can be addressed in the next two-year budget cycle.

● **HIKING AND EXCURSIONS PROGRAMS**

Beginning in Spring 2023 Community Services staff will be bringing back our Hiking and Excursions programs. Hiking Club will run from March-May and we will be offering four Day Hikes. There will be seven Spring Quarter Excursions offered to various museums throughout Los Angeles, Orange County, and San Diego.

● **GLOBAL HARMONY SYMPHONY**

After a long hiatus, the Global Harmony Symphony (GHS) is returning back to the Community Center under the leadership of Maestra Valerie Geller. The GHS is open to all ages of musicians. In exchange for rehearsal space at the Community Center's Heritage Room on Monday nights, the GHS will offer the public seasonal symphony concerts. The picture to the right is of the GHS's first rehearsal on January 9, 2023. Maestra Geller will also arrange for a monthly musical program that will feature special guest artists to perform during lunch-time at the Community Center. This program is called the 'Moment Musicale' program and this program's first performance is scheduled for February 28th at noon.



● **COMMUNITY EVENTS**

In addition to the City's large community events such as the 4th of July, Memorial Day Race, and Heritage Day, Community Services staff are planning the following community events throughout 2023.

- Rooted Campaign. The volunteer program to beautify the City with improvement projects such as planting trees and plants and painting projects will occur on the following dates this year: March 4, April 15, and May 13. A rooted event will also be planned for the Fall 2023 and the date is yet to be determined.
- Solid Waste & Recycling Community Events. The Community Services Department is planning to host another paper shredding event and a compost give-away event this year. Also under consideration is to expand these events to include electronic waste drop-off collection and a bulky-item collection event.
- Movies in the Park. Movie equipment such as an inflatable screen and projector will be purchased by the Community Services Department to support a 'Movies in the Park' program that will feature a movie at different neighborhood parks throughout the City.
- Summer Concert Series. Staff is planning a summer concert series on Friday's in the months of July and August. The dates selected for these concerts are July 21, July 28, August 4, and August 18 and will be hosted within the town green of the Community Center and Sports Complex. It is planned to have live music also at the 4th of July event and a 'Symphony on the Go Concert' is already scheduled for June 23.

Appendix A

2022 Reservations by Activity and Totals



● COMMUNITY CENTER FACILITY RESERVATIONS

(Heritage Room, Classroom, Artroom)

<u>Activity</u>	<u>Total</u>	<u>Activity</u>	<u>Total</u>
Birthday Party	53	Eagle Scout Ceremony	2
Piano Recital	30	Baptism	2
Educational Classes	28	Screening Party	1
Wedding Receptions	14	Ballet Performance	1
HOA Meeting	13	Christmas Party	1
Quinceanera	10	Anniversary	1
High School Banquet	9	Speech Contest	1
Board Meeting	9	Thanksgiving Dinner	1
Graduation Party	9	Social Dance Dinner	1
Dance Recital	8	Concert	1
Baby Shower	7	Public Outreach	1
Memorial Reception	7	Play	1
Theater production	7	Fundraiser	1
Religious Ceremony	2		

● OUTDOOR FACILITY RESERVATIONS

<u>Activity</u>	<u>Total</u>
Picnic Shelters	94
Gazebo	16
Town Green	11
Soccer Fields	9
Softball Field	9
Hockey Rink	6
Neighborhood Parks	5
Little League Field	3

Appendix B

Types of Classes Held by Year



2022

● CONTRACT INSTRUCTOR CLASSES

- Adult Tennis – Ages 18 and up (Beginner, Intermediate, Advanced)
- Youth Tennis – Ages 6 - 17 (Beginner, Intermediate, Advanced)
- Adult Aikido – Ages 18 and up
- Youth Aikido – Ages 6 - 17
- Youth Dance – Ages 6 - 12
 - Ballet
 - Tap
 - Jazz
 - Combo
 - Hip Hop Tumble
 - Princess Ballet
- Basics of Skateboarding – Ages 6 - 17
- Youth Beginning Guitar and Ukulele – Ages 6 - 17
- Adult Beginning Guitar and Ukulele – Ages 18 and up
- Belly Dancing (I, II, III) – Ages 18 and up
- Clog Dance – Ages 18 and up
- Elementary Spanish – Ages 18 and up
- Gentle Yoga – Ages 18 and up
- Moderate Yoga – Ages 18 and up
- Skyhawks Youth Sports Camp – Ages 6 - 12
 - Soccer
 - Basketball
 - Multi-Sport
- Music Together – Ages 1 ½ - 3
- Pre-School Spanish – Ages 1 ½ - 3
- Wizard of Oz Musical Camp – Ages 6 - 12

● STAFF LED CLASSES

- Camp Build-A-Fort (Sessions I & II) – Ages 8 - 12
- Adult Softball Leagues – Ages 18 and up
- Fossil Finder Fossil Fixers – Ages 6 - 12
- Youth Open Gym – Ages 17 and younger
- Drop in Sports Memberships - Ages 18 and up
 - Open Gym Basketball
 - Table Tennis
 - Pickleball

2021(SEPT – DEC)

● CONTRACT INSTRUCTOR CLASSES

- Adult Tennis – Ages 18 and up (Beginner, Intermediate, Advanced)
- Youth Tennis – Ages 6 - 17 (Beginner, Intermediate, Advanced)
- Adult Aikido – Ages 18 and up
- Youth Aikido – Ages 6 - 17
- Youth Dance – Ages 6 - 12
 - Ballet
 - Tab
 - Jazz
 - Combo
 - Hip Hop Tumble
 - Princess Ballet
- Basics of Skateboarding – Ages 6 - 17
- Youth Beginning Guitar and Ukulele – Ages 6 - 17
- Adult Beginning Guitar and Ukulele – Ages 18 and up
- Belly Dancing (I, II, III) – Ages 18 and up
- Clog Dance – Ages 18 and up
- Etiquette Factory – Ages 6- 12
- Gentle Yoga
- Gentle Yoga – Ages 18 and up
- Moderate Yoga – Ages 18 and up
- Skyhawks Youth Sports Camp – Ages 6 - 12
 - Soccer
 - Basketball
 - Multi-Sport
- Music Together – Ages 1 ½ - 3
- Pre-School Spanish – Ages 1 ½ - 3
- Wizard of Oz Musical Camp – Ages 6 - 12

● STAFF LED CLASSES

- Camp Build-A-Fort (Sessions I & II) – Ages 8 - 12
- Adult Softball Leagues – Ages 18 and up
- Youth Open Gym – Ages 17 and younger
- Drop in Sports Memberships - Ages 18 and up
 - Open Gym Basketball
 - Table Tennis
 - Pickleball

2020 (JAN-MAR)

● CONTRACT INSTRUCTOR CLASSES

- Adult Tennis – Ages 18 and up (Beginner, Intermediate, Advanced)
- Youth Tennis – Ages 6 - 17 (Beginner, Intermediate, Advanced)
- Adult Aikido – Ages 18 and up
- Youth Aikido – Ages 6 - 17
- Youth Dance – Ages 6 - 12
 - Ballet
 - Tap
 - Jazz
 - Combo
 - Hip Hop Tumble
 - Princess Ballet
- Basics of Skateboarding – Ages 6 - 17
- Youth Beginning Guitar and Ukulele – Ages 6 - 17
- Adult Beginning Guitar and Ukulele – Ages 18 and up
- Belly Dancing (I, II, III) – Ages 18 and up
- Clog Dance – Ages 18 and up
- Etiquette Factory – Ages 6-12
- Gentle Yoga – Ages 18 and up
- Moderate Yoga – Ages 18 and up
- Lego Engineering Star Wars – Ages 6-12
- Lego Engineering Minecraft – Ages 6-12
- Skyhawks Youth Sports Camp – Ages 6 - 12
 - Soccer
 - Basketball
 - Multi-Sport
- Music Together – Ages 1 ½ - 3
- Pre-School Spanish – Ages 1 ½ - 3
- Wizard of Oz Musical Camp – Ages 6 - 12

● STAFF LED CLASSES

- Adult Softball Leagues - Ages 18 and up
- After School Sports - Ages 6-12
 - Volleyball
 - Soccer
- Circle of Friends – All Ages
 - BBQ and Crafts
 - Bingo Night
 - Bowling Night
 - Karaoke Nights
 - Pizza and Movie Night
 - Valentine's Day Dance
- Hiking (Day Hikes) - Ages 18 and up
 - Coronado Island

- Escondido Falls & Santa Monica Pier
 - Joshua Tree National Park
 - Mt. San Jacinto
 - Palomar Mountain
- Hiking Club - Ages 18 and up
- Intermediate Hiking Club - Ages 18 and up
- Excursions - Ages 18 and up
 - Getty Villa
 - La Brea Tar Pits & Farmers Market
 - Los Angeles Natural History Museum
 - Nixon Library and Museum
- Fossil Finder Fossil Fixers – Ages 6-12
- Playtime – Ages 3-6
- Youth Open Gym – Ages 17 and younger
- Drop in Sports Memberships - Ages 18 and up
 - Open Gym Basketball
 - Table Tennis
 - Pickleball

2019

● CONTRACT INSTRUCTOR CLASSES

- Adult Tennis – Ages 18 and up (Beginner, Intermediate, Advanced)
- Youth Tennis – Ages 6 - 17 (Beginner, Intermediate, Advanced)
- Adult Aikido – Ages 18 and up
- Youth Aikido – Ages 6 - 17
- Youth Dance – Ages 6 - 12
 - Ballet
 - Tab
 - Jazz
 - Combo
 - Hip Hop
 - Princess Ballet
- Preschool Dance Ages 3-5
 - Let's Get Frozen
 - Under the Sea
- Basics of Skateboarding – Ages 6 - 17
- Body Sculpt and Strength – Ages 18 and up
- Youth Beginning Guitar and Ukulele – Ages 6 - 17
- Adult Beginning Guitar and Ukulele – Ages 18 and up
- Belly Dancing (I, II, III) – Ages 18 and up
- Clog Dance – Ages 18 and up
- Etiquette Factory – Ages 6-12
- Gentle Yoga – Ages 18 and up
- Moderate Yoga – Ages 18 and up
- Lego Engineering Star Wars – Ages 6-12
- Lego Engineering Minecraft – Ages 6-12
- Skyhawks Youth Sports Camp – Ages 6 - 12
 - Soccer
 - Basketball
 - Multi-Sport
- Music Together – Ages 1 ½ - 3
- Holliday Music Together – Ages 1 ½ - 3
- Social Ballroom Dance - Ages 18 and up
- Tunes and Tales – Ages 1 ½ - 3
- Christmas Tunes and Tales – Ages 1 ½ - 3
- Pre-School Spanish – Ages 3-5
- Beauty and the Beast Musical Camp - Ages 6-12
- Emperor's New Clothes Beast Musical Camp - Ages 6-12
- Zumba - Ages 18 and up

STAFF LED CLASSES

- Adult Softball Leagues - Ages 18 and up
- After School Sports – Ages 6 -12
 - Flag Football
 - Basketball
 - School Yard Games
 - Volleyball
 - Soccer
 - Track and Field
- Camp Build-A-Fort – Ages 6-12, 8-12 (Junior, Sessions I & II)
- Circle of Friends – All Ages
 - BBQ and Crafts
 - Bingo Night
 - Bowling Night
 - Karaoke Nights
 - Pizza and Movie Night
 - Valentine’s Day Dance
 - Halloween Dance
 - Summer Kick off Dance
 -
- Hiking (Day Hikes) - Ages 18 and up
 - Fallbrook and Avocado Festival
 - Bear Canyon
 - Morgan Trail
 - San Elijo Lagoon
 - Oak Glen Preserve & Apple Butter Festival
 - Anza Borrego
 - Hollywood Sign and Farmers Market
 - Bridge to Nowhere
 - Torrey Pines
 - Vasquez Rock
- Youth Open Gym – Ages 17 and younger
- Drop in Sports Memberships - Ages 18 and up
 - Open Gym Basketball
 - Table Tennis
 - Pickleball
- Hiking Club - Ages 18 and up
- Intermediate Hiking Club - Ages 18 and up
- Excursions - Ages 18 and up
 - AHL Gulls Game
 - Angel Stadium Tour
 - Central Library in Downtown LA
 - College Football SDSU
 - Del Mar Race Track
 - Huntington Library
 - Mission Inn Tour Festival of Lights
 - Old Town San Diego
 - The Broad & Bradbury Building

- Getty Center
 - Getty Villa
 - Union Station and Olvera Street
- Fossil Finder Fossil Fixers – Ages 6 - 12
- Playtime – Ages 3-6
- Hamlet – All Ages
- Shakespeare in the Hills – All Ages
- Summer Day Camp – Ages 6 - 12 (6 weeks)
- Teen Camp – Ages 6 - 12 (6 Weeks)
- Surf Crew – Ages 8-12



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Parks and Recreation and Traffic Commission Biennial Vacancies

RECOMMENDATION: That the City Council direct staff to reopen the application period for an additional 30 days to fill the biennial vacancies on the Parks and Recreation Commission and the Traffic Commission.

SUMMARY:

As of January 31, 2023, the Traffic Commission has two vacancies and the Parks and Recreation Commission has three vacancies. The application period for those interested in serving on the Traffic Commission, or for those interested in serving on the Parks and Recreation Commission opened on December 5, 2022 and closed on January 3, 2023. The City received a total of four applications for the Parks and Recreation Commission and none for the Traffic Commission.

BACKGROUND:

As of January 31, 2023, per Laguna Hills Municipal Code (LHMC) Section 2-28.070 the Traffic Commission has two vacancies and the Parks and Recreation Commission has three vacancies. When a commissioner's term expires, reappointment is not automatic and a Commissioner must reapply if they wish to continue to serve. No incumbents applied by the deadline to continue to serve on their current Commission. One incumbent of the Traffic Commission applied to serve on the Parks and Recreation Commission.

The City Clerk's Department notified the existing Commissioners of their upcoming

Parks and Recreation Commission and Traffic Commission Biennial Vacancies

February 28, 2023

Page 2

vacancies, sent a press release and published a separate legal notice for each Commission in the Saddleback Valley News announcing the notice of vacancies. For those interested in serving on either Commission the application period opened on December 5, 2022 and closed on January 3, 2023. The City received a total of four applications for the Parks and Recreation Commission and none for the Traffic Commission.

Staff is recommending the City Council direct staff to reopen the application period for an additional 30 days to fill the biennial vacancies on the Parks and Recreation Commission and Traffic Commission.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023

TO: Mayor and Council Members

FROM: Joe Ames, P.E., T.E.
Public Works Director/City Engineer

ISSUE: Award of Public Works Construction Contract for the Community Center and Sports Complex Site Improvements Project, CIP No. 237

RECOMMENDATION: That the City Council: 1) Award the Public Works Construction Contract for the Community Center and Sports Complex Site Improvements Project, CIP No. 237, to the lowest responsive bidder, A2Z Construct, Inc., in the amount of \$293,260; 2) Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3) Reject all other bids; 4) Authorize the Mayor to sign the Public Works Construction Contract; and 5) Authorize the Finance Director to amend the Fiscal Year 2022-2023 budget by transferring \$95,000 from CIP 241 to CIP 237.

SUMMARY:

Bids for the Community Center and Sports Complex Site Improvements, CIP No. 237 were opened on January 30, 2023, at which time two bids were received. A2Z Construct, Inc., which is the lowest responsive bidder, submitted a bid in the amount of \$183,800 for the base bid. City staff is recommending the award of additive bid items totaling \$109,460 for a proposed project total of \$293,260. A2Z Construct, Inc. provided satisfactory references, and City staff verified the contractor is licensed for the contemplated work and is registered with the State Department of Industrial Relations. A transfer of \$95,000 is proposed from CIP 241 to CIP 237 to fund the additional work. Award of the contract to A2Z Construct, Inc., is recommended.

Award of Contract for Community Center and Sports Complex Site Improvements, CIP No. 237
 February 28, 2023
 Page 2

BACKGROUND:

In accordance with the City Council authorization on December 9, 2022, this project was bid.

On January 30, 2023, two bids for the Community Center and Sports Complex Site Improvements Project, CIP No. 237 were opened as follows:

Bidder	Bid Amount
A2Z Construct, Inc.	\$183,800.00
US Builders & Consultants	\$247,134.00

Formal Bidding procedures have been followed in conformance with the State of California Public Contract Code and the City of Laguna Hills Municipal Code. A2Z Construct, Inc., which is the lowest responsive bidder, submitted a bid in the amount of \$183,800 for the base bid. City staff is recommending the award of additive bid items totaling \$109,460 for a proposed project total of \$293,260. A2Z Construct, Inc. provided satisfactory references, and City staff verified the contractor is licensed for the contemplated work and is registered with the State Department of Industrial Relations. Therefore, award of the contract to A2Z Construct, Inc. in the bid amount of \$293,260 is recommended.

The project includes repairs and replacements of several outside fixtures, play equipment and finishes, as well as construction of a new small retaining wall at the toe of the slope at the rear of the 2 to 5 year-old playground on site.

City staff and Richard Fisher Associates (RFA) prepared the specifications and bid schedule. The bid schedule included 15 staff recommended high priority improvements to the Community Center and Sports Complex site, which were part of the “base bid” schedule, plus 15 additional “additive, alternate bid” items, which can be awarded individually or collectively to the lowest responsive, responsible bidder dependent on the bids received and available budget.

Based upon the additive, alternate bids received from A2Z Construct, Inc., City staff recommends awarding all items except for item nos. 19, 20, and 25. The list of recommended items is as follows:

Award of Contract for Community Center and Sports Complex Site Improvements, CIP
No. 237
February 28, 2023
Page 3

BASE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1	\$15,000	\$15,000
2	Replace Missing 16"x16", 12"x12", & Custom-size Slate Veneer on Walls at various locations. "EA" means each location. See Appendix C Item 2	20	EA	\$300	\$6,000
3	Replace Missing Stacked Stone Veneer on Walls at various locations. "EA" means each location. See Appendix C Item 3	21	EA	\$300	\$6,300
4	Remove / Replace Missing / Damaged Shade Panels in Bandstand Shelter. See Appendix C Item 4	10	EA	\$700	\$7,000
5	Remove / Replace Missing / Damaged Shade Panels in Picnic Shelter. See Appendix C Item 5	15	EA	\$700	\$10,500
6	Remove / Replace Decks on 5-12 Play Structure. See Appendix C Item 6	1	LS	\$40,000	\$40,000
7	Construct 18" <u>Exposed Height</u> Stacked Stone Retaining Wall at toe of slope in rear of 2-5 Playground, including obtaining no fee City building permit. See Appendix C Item 7	40	LF	\$300	\$12,000
8	Replace Recycled Wood Components on Playground Jeep. See Appendix C Item 8	1	LS	\$1,500	\$1,500
9	Remove / Replace Slanted Access Deck on 2-5 Play Structure. See Appendix C Item 9	1	LS	\$8,000	\$8,000
10	Remove / Replace Concrete Benches with 8' "Plastisol" Benches. See Appendix C Item 10	5	EA	\$2,000	\$10,000
11	Remove / Replace Concrete Picnic Tables with 8' "Plastisol" Tables. See Appendix C Item 11	12	EA	\$3,000	\$36,000
12	Remove / Replace Concrete Picnic Tables with ADA-Accessible 8' "Plastisol" Tables. See Appendix C Item 12	4	EA	\$3,000	\$12,000
13	Repair Existing Resilient Surfacing on Upper Playground Swings. See Appendix C Item 13	250	SF	\$40	\$10,000
14	Prep and Re-paint Swings Posts and Tire Swing Structure. See Appendix C Item 14	1	LS	\$2,000	\$2,000
15	Remove and Replace Damaged PCC Concrete Associated with the Removal of Concrete Benches and Picnic Tables in Items 10, 11 and 12. See Appendix C Item 15	150	SF	\$50	\$7,500
TOTAL BASE BID				\$183,800	

ADDITIVE, ALTERNATIVE BIDS

16	Remove / Replace Wood End-Screen & Chainlink with Specified Plastic Panel. See Appendix C Item 16	2	EA	\$4,000	\$8,000
17	Remove & Replace PCC in Skate Park Bowl. See Appendix C Item 17	250	SF	\$50	\$12,500
18	Route Out and Grout Cracks in Skate Park Bowl. See Appendix C Item 18	50	LF	\$80	\$4,000

Award of Contract for Community Center and Sports Complex Site Improvements, CIP
No. 237

February 28, 2023

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19	Remove Hockey Rink Perimeter Netting and Install New Chain Link Fencing. See Appendix C Item 19	550	LF	\$40	\$22,000
20	Purchase and Install Shade Canopy Fabric for Dugouts at 2 Locations. See Appendix C Item 20	550	SF	\$40	\$22,000
21	Remove and Replace Drinking Fountains. See Appendix C Item 21	4	EA	\$6,000	\$24,000
22	Replace 8" Wide Teak Board Seating Planks around 5-12 Playground Structure. See Appendix C Item 22	192	LF	\$30	\$5,760
23	Repair Concrete Playground Information Sign. See Appendix C Item 23	1	EA	\$1,500	\$1,500
24	Remove and Replace Damaged Lighted Bollards at various locations, including obtaining "no fee" City electrical permit. See Appendix C Item 24	10	EA	\$2,000	\$20,000
25	Remove and Replace Shade Sail at 5-12 Playground. See Appendix Item 25	1	LS	\$15,000	\$15,000
26	Install New 8" x 24" Concrete Cap on Existing Wall at Hockey Rink. See Appendix C Item 26	50	LF	\$30	\$1,500
27	Remove Existing Post-Mounted Benches at Hockey Rink and Replace with 8' Metal Benches Mounted to Sidewalk. See Appendix C Item 27	2	EA	\$2,000	\$4,000
28	Remove Existing Concrete Trash Receptacle and Replace with New Metal Trash Receptacle. See Appendix C Item 28	16	EA	\$1,000	\$16,000
29	Remove Existing Concrete Recycling Receptacle and Replace with New Metal Recycling Receptacle. See Appendix C Item 29	6	EA	\$1,200	\$7,200
30	Paint Existing Utility Building Adjacent to Skate Park. See Appendix C Item 30	1	LS	\$5,000	\$5,000
TOTAL CITY STAFF PROPOSED AWARDED ADDITIVE BID					\$109,460

TOTAL PROPOSED CONTRACT AMOUNT	\$293,260
---------------------------------------	------------------

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1 – Existing Facilities). This exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed project will replace the existing cooling tower system. Therefore, the project is exempt from the requirements of CEQA.

Award of Contract for Community Center and Sports Complex Site Improvements, CIP No. 237
February 28, 2023
Page 5

FISCAL IMPACT:

The City received \$197,399 in funding under Proposition 68, the 2018 Parks Bond Act Per Capita Grant Program. This funding has already been budgeted in CIP 237. However, in order to award the City staff recommended additional, additive bid items totaling \$109,460, a budget transfer of \$95,000 from CIP 241 (General Park Renovations) to CIP 237 (Park Refurbishment Project) is necessary. After the transfer of \$95,000, CIP 241 will have a budget of \$205,000 remaining.

ATTACHMENTS:

- Proposed Contract Agreement with A2Z Construct, Inc., including Bonds
- Proposed FY 22-23 Budget Amendment
- Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT FOR COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this 28th day of February, 2023, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and A2Z Construct, Inc., as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

JANINE HEFT, MAYOR
CITY OF LAGUNA HILLS

ATTEST:

JENNIFER LEE, CITY CLERK
CITY OF LAGUNA HILLS

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

CONTRACTOR:

A2Z CONSTRUCT, INC

BY: _____

(PRINT)

(SIGNATURE)

(TITLE)

BY: _____

(PRINT)

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH
JURAT.

SEE CALIFORNIA NOTARY, ATTACHE.

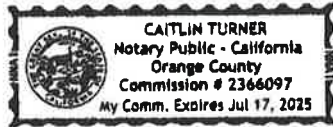
Attachment: Proposed Contract Agreement with A2Z Construct, Inc., including Bonds (3078 : Award of Contract for Community Center and

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 23rd.
day of February, 2023, by Matthew Jafari -----

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



(Seal)

Signature

Caitlin Turner

Attached Jurat is for City of Laguna Hills Contract Agreement.

Bond Amount \$ 293,260.00
 Bond Number RCB0045314

CORRECTED ORIGINAL
 EXECUTED IN DUPLICATE
 PREMIUM: 5,399.00
 PREMIUM IS FOR CONTRACT TERM
 AND IS SUBJECT TO ADJUSTMENT
 BASED ON FINAL CONTRACT PRICE

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on February 28, 2023, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP 237, for the Community Center and Sports Complex Site Improvements, as specified in the Contract, to, A2Z Construct, Inc., a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of two hundred ninety three thousand two hundred sixty dollars and 00/100 DOLLARS (\$293,260.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 21ST day of FEBRUARY, 2023 .

PRINCIPAL

A2Z CONSTRUCT, INC.

(Principal Name) (Seal)

By: M. Jafari
(Signature)

Majid Jafari
(Print Name and Title)

By: _____
(Signature)

SEE CALIFORNIA NOTARY, ATTACHED
(Print Name and Title)

SURETY

CONTRACTORS
BONDING AND INSURANCE COMPANY

(Surety Name) (Seal)

By: Mark D. Iatarola
(Signature)

MARK D. IATAROLA, ATTORNEY-IN-FACT
(Print Name and Title)

By: _____
(Signature)

(Print Name and Title)

Principal Address and Telephone:
P.O. BOX 80425
RANCHO SANTA MARGARITA, CA 92688
949/283-5179

Surety Address and Telephone
P.O. BOX 3967
PEORIA, IL 61612
949/341-9169

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

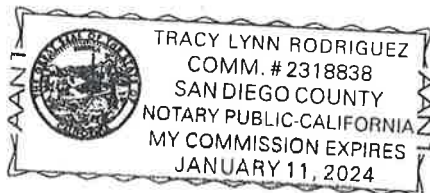
State of California

County of SAN DIEGO

On 2/21/2023 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Tracy Lynn Rodriguez
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of November, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

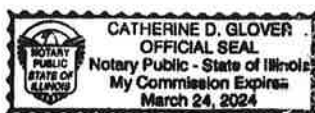
CERTIFICATE

On this 15th day of November, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover

Catherine D. Glover

Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 21ST day of FEBRUARY, 2023.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 23, 2023 before me, Caitlin Turner , Notary Public
(insert name and title of the officer)

personally appeared Matthew Jafari -----
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Caitlin Turner (Seal)



Attached Acknowledgment is for Faithful Performance Bond.

(PAGE 1 OF 2)

CORRECTED ORIGINAL
EXECUTED IN DUPLICATE
PREMIUM INCLUDED IN PERFORMANCE BOND

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on February 28, 2023, the City of Laguna Hills, California ("City") awarded a public works contract (the "Contract"), delineated as Contract No. CIP 237 for the Community Center and Sports Comple Site Improvements, as specified in the Contract, to, A2Z Construct, Inc., a California Corporation, hereby designated as the "Principal", which Contract is attached hereto, and which Contract and all documents incorporated therein by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of two hundred ninety three thousand two hundred sixty dollars and 00/100 DOLLARS (\$293,260.00), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section 9100 of the California Civil Code, (b) any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or (c) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable attorney's fees to be fixed by the court.

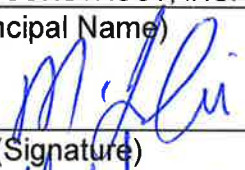
Attachment: Proposed Contract Agreement with A2Z Construct, Inc., including Bonds (3078 : Award of Contract for Community Center and

PAYMENT (LABOR AND MATERIAL) BOND
(PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the 21ST day of FEBRUARY, 2023.

<u>PRINCIPAL</u> <u>A2Z CONSTRUCT, INC.</u> (Principal Name) (Seal) By: <u></u> (Signature) <u>Matthew Jafari</u> (Print Name and Title) By: _____ (Signature) <u>SEE CALIFORNIA NOTARY, ATTACHED</u> (Print Name and Title)	<u>SURETY</u> CONTRACTORS BONDING AND INSURANCE COMPANY (Surety Name) (Seal) By: <u></u> (Signature) <u>MARK D. IATAROLA, ATTORNEY-IN-FACT</u> (Print Name and Title) By: _____ (Signature) _____ (Print Name and Title)
---	---

Principal Address and Telephone: P.O. BOX 80425 RANCHO SANTA MARGARITA, CA 92688 949/283-5179	Surety Address and Telephone P.O. BOX 3967 PEORIA, IL 61612 949/341-9169
--	---

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

Attachment: Proposed Contract Agreement with A2Z Construct, Inc., including Bonds (3078 : Award of Contract for Community Center and

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

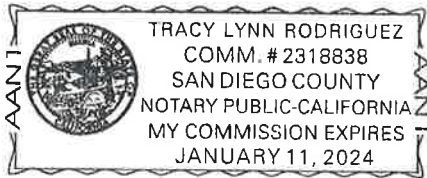
State of California

County of SAN DIEGO

On 2/21/2023 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: MARK D. IATAROLA☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of November, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

CERTIFICATE

On this 15th day of November, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover

Catherine D. Glover

Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 21ST day of FEBRUARY, 2023.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 23, 2023 before me, Caitlin Turner , Notary Public
(insert name and title of the officer)

personally appeared Matthew Jafari _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Caitlin Turner (Seal)



Attached Acknowledgment is for Payment Bond.

**CITY OF LAGUNA HILLS
 PROPOSED AMENDMENT TO THE CAPITAL IMPROVEMENT PROGRAM
 TRANSFERRING FUNDS FOR PARKS REFURBISHMENT PROJECT, CIP NO. 237
 For Fiscal Year 2022-2023**

<u>Fiscal Year</u>	<u>Description</u>	<u>Current Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget</u>
2022-23	CAPITAL IMPROVEMENT PROGRAM FUND:			
	FUNDING USE:			
	Parks Refurbishment Project, CIP #237	\$238,067.50	\$95,000.00	\$333,067.50
	FUNDING USE:			
	General Park Renovations, CIP #241	\$300,000.00	<\$95,000.00>	\$205,000.00



**CITY OF LAGUNA HILLS
CALIFORNIA**

**PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS**

CIP 237

PREPARED BY

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

DECEMBER 2022

IMPORTANT DATES:

January 18, 2023, 10:00 a.m.

January 30, 2023, 10:00 a.m.

February 14, 2023

March 6, 2023

Mandatory Pre-Bid Meeting

Bids Due to the City

Proposed City Council Award of Contract

Proposed Issuance of Notice to Proceed

CITY OF LAGUNA HILLS
SPECIFICATIONS FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS



Approved By:



Joseph John Ames, City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2024

12/7/2022

Date

CITY OF LAGUNA HILLS

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**CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF**

4.12.c

COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

NOTICE IS HEREBY GIVEN that sealed bids for the **COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS** ("Project") in the City of Laguna Hills will be received at the Office of the City Engineer of the 24035 El Toro Road, Laguna Hills, until **10:00 a.m. on Monday, January 30, 2023**, at which time they will be publicly opened and read aloud.

MANDATORY PRE-BID MEETING: A **mandatory** pre-bid meeting will be held at the Project site on **Wednesday, January 18, 2023 at 10:00 a.m.** Site Address: 25555 Alicia Parkway, Laguna Hills, California 92653. Meet at the flagpole in front of the Community Center entrance.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including removal and replacement of existing fixtures, demolition, construction, and other miscellaneous improvements as shown in the plans and specifications and as required to complete the work.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder **on the Bid Schedule**, and reject all other bids, as it may best serve the interest of the City. Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement, Bonds (Faithful Performance and Material and Labor) and Insurance.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Class A Contractor's License**, or a combination of Class C Contractor's Licenses as necessary to perform the work, at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for the contract. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

NB-1

LH 6909-01/2020

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Packet Pg. 141

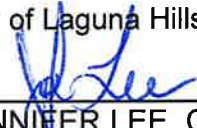
Attachment: Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237 (3078 : Award of Contract for

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payments by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Contract Documents may be inspected without charge at the Public Works Department, City Hall, 24035 El Toro Road, Laguna Hills, California 92653. Contract Documents are available in portable document form (PDF) on the City's website: <http://www.lagunahillsca.gov/bids>. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Julie Comella at jcomella@lagunahillsca.gov.

Dated this 13th day of December, 2022.

City of Laguna Hills, California

BY 

JENNIFER LEE, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the City of Laguna Hills (hereinafter "CITY" or "City"). All blank spaces in the bid forms must be correctly filled in and all information requested therein must be clearly and legibly set forth in the manner and form indicated. All spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed by the person or persons signing the bid. Bidder acknowledges and agrees that by failing to complete the bid forms in their entirety, as set forth above, the CITY may find the bidder's entire bid non-responsive and may cause the rejection of the bidder's proposal at the discretion of the CITY.

2. PROPOSAL GUARANTEE (BID BOND)

In accordance with Public Contract Code Section 20170, proposals must be accompanied by a proposal guarantee consisting of either cash, a cashier's check, a certified check or bid bond payable to the CITY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. **IF A BIDDER TO WHOM A CONTRACT IS AWARDED FAILS OR REFUSES TO EXECUTE THE CONTRACT DOCUMENTS OR FURNISH THE REQUIRED INSURANCE POLICIES AND BONDS AS SET FORTH IN THOSE DOCUMENTS, THE PROPOSAL GUARANTEE SHALL BE FORFEITED TO THE CITY.** The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, " COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS PROJECT- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid-opening time deadline set forth in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, provided there is time remaining to do so. Proposals may not be withdrawn after the bid opening without forfeiture of the proposal guarantee.

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed

documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

12. LEGAL RESPONSIBILITIES

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

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a Class A Contractor's License, or a combination of Class C Contractor's License(s), as required to perform the work, issued by the State of California. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required executed Contract Agreement, executed Bonds (Faithful Performance and Material and Labor) and Insurance. Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

17. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

**PROPOSAL
FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS**

TO CITY OF LAGUNA HILLS, as CITY:

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

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

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

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

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

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

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

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____

DATE _____, 20____.

BIDDER'S ADDRESS: _____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

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

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: (____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20__

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME _____

REFERENCES

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

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

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

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

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

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

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

BIDDER'S BOND**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT WHEREAS, _____ (the "Principal") has submitted a bid (the "Bid") to the
 _____ (NAME OF BIDDER)
 City of Laguna Hills, California (the "City") for construction of the
 _____ (the "Work"), as specifically set forth in documents
 _____ (NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 entitled _____, Dated: _____, 20____ (the "Specifications").
 _____ (TITLE OF BID PACKAGE)

AND WHEREAS, the Principal is required to provide bidder's security in an amount equal to at least ten percent (10%) of the amount of the Bid and has chosen to satisfy this obligation by providing this bond.

NOW, THEREFORE, we, the Principal, and _____ (the "Surety"), an admitted
 _____ (NAME OF SURETY)
 surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and ____/100 DOLLARS (\$____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If (a) the City accepts the Bid and awards the Principal a contract for the Work, and (b) within the time and manner required under the Specifications or by law, after the prescribed forms are presented to the Principal for signature, the Principal executes a written contract for construction of the Work in accordance with the Bid and delivers the required faithful performance and payment bonds and insurance policies, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
2. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the

BID BOND (Page 2 of 2)

time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPALSURETY

(Principal Name) (Seal)

(Surety Name) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Authority if Executed by Attorney-in-Fact

BIDDERS NAME _____

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

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Signed _____

Title

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

Signature of Notary Public

(SEAL)

BIDDERS NAME _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 237**

BASE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization (Shall Not Exceed 5% of Total Bid)	LS	1		
2	Replace Missing 16"x16", 12"x12", & Custom-size Slate Veneer on Walls at various locations. "EA" means each location. See Appendix C Item 2	20	EA		
3	Replace Missing Stacked Stone Veneer on Walls at various locations. "EA" means each location. See Appendix C Item 3	21	EA		
4	Remove / Replace Missing / Damaged Shade Panels in Bandstand Shelter. See Appendix C Item 4	10	EA		
5	Remove / Replace Missing / Damaged Shade Panels in Picnic Shelter. See Appendix C Item 5	15	EA		
6	Remove / Replace Decks on 5-12 Play Structure. See Appendix C Item 6	1	LS		
7	Construct 18" <u>Exposed Height</u> Stacked Stone Retaining Wall at toe of slope in rear of 2-5 Playground, including obtaining no fee City building permit. See Appendix C Item 7	40	LF		
8	Replace Recycled Wood Components on Playground Jeep. See Appendix C Item 8	1	LS		
9	Remove / Replace Slanted Access Deck on 2-5 Play Structure. See Appendix C Item 9	1	LS		
10	Remove / Replace Concrete Benches with 8' "Plastisol" Benches. See Appendix C Item 10	5	EA		
11	Remove / Replace Concrete Picnic Tables with 8' "Plastisol" Tables. See Appendix C Item 11	12	EA		
12	Remove / Replace Concrete Picnic Tables with ADA-Accessible 8' "Plastisol" Tables. See Appendix C Item 12	4	EA		
13	Repair Existing Resilient Surfacing on Upper Playground Swings. See Appendix C Item 13	250	SF		
14	Prep and Re-paint Swings Posts and Tire Swing Structure. See Appendix C Item 14	1	LS		
15	Remove and Replace Damaged PCC Concrete Associated with the Removal of Concrete Benches and Picnic Tables in Items 10, 11 and 12. See Appendix C Item 15	150	SF		
TOTAL "BASE BID" IN FIGURES					\$

TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS

BIDDERS NAME _____

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 237

AT THE AGENCY'S SOLE DISCRETION ANY COMBINATION OF ADDITIVE ALTERNATE BIDS MAY ALSO BE AWARDED.

ADDITIVE ALTERNATE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL COST
16	Remove / Replace Wood End-Screen & Chainlink with Specified Plastic Panel. See Appendix C Item 16	2	EA		
17	Remove & Replace PCC in Skate Park Bowl. See Appendix C Item 17	250	SF		
18	Route Out and Grout Cracks in Skate Park Bowl. See Appendix C Item 18	50	LF		
19	Remove Hockey Rink Perimeter Netting and Install New Chain Link Fencing. See Appendix C Item 19	550	LF		
20	Purchase and Install Shade Canopy Fabric for Dugouts at 2 Locations. See Appendix C Item 20	550	SF		
21	Remove and Replace Drinking Fountains. See Appendix C Item 21	4	EA		
22	Replace 8" Wide Teak Board Seating Planks around 5-12 Playground Structure. See Appendix C Item 22	192	LF		
23	Repair Concrete Playground Information Sign. See Appendix C Item 23	1	EA		
24	Remove and Replace Damaged Lighted Bollards at various locations, including obtaining "no fee" City electrical permit. See Appendix C Item 24	10	EA		
25	Remove and Replace Shade Sail at 5-12 Playground. See Appendix Item 25	1	LS		
26	Install New 8" x 24" Concrete Cap on Existing Wall at Hockey Rink. See Appendix C Item 26	50	LF		
27	Remove Existing Post-Mounted Benches at Hockey Rink and Replace with 8' Metal Benches Mounted to Sidewalk. See Appendix C Item 27	2	EA		
28	Remove Existing Concrete Trash Receptacle and Replace with New Metal Trash Receptacle. See Appendix C Item 28	16	EA		
29	Remove Existing Concrete Recycling Receptacle and Replace with New Metal Recycling Receptacle. See Appendix C Item 29	6	EA		

Attachment: Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237 (3078 : Award of Contract for

ADDITIVE ALTERNATE BID CONTINUED

30	Paint Existing Utility Building Adjacent to Skate Park. See Appendix C Item 30	1	LS		
TOTAL "ADDITIVE ALTERNATE BID" IN FIGURES					\$

TOTAL ADDITIVE ALTERNATE BID IN WORDS:_____ **DOLLARS****AND** _____ **CENTS**

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

THE DETERMINATION OF THE LOWEST RESPONSIBLE BIDDER SHALL BE ON THE BASIS OF THE COMPARISON OF THE BASE BID ONLY.

AT THE AGENCY'S SOLE DISCRETION ANY COMBINATION OF ADDITIVE ALTERNATE BIDS MAY ALSO BE AWARDED.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20____.

BIDDER _____

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

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
 (PRINT)

 (SIGNATURE)

(SEAL)

Title _____

CITY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the minimum amount of ten percent (10%) of the total bid.

By _____

Title _____

Attachment: Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237 (3078 : Award of Contract for

BIDDERS NAME _____

**BIDDER'S CERTIFICATION FOR
ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE
REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION
CITY OF LAGUNA HILLS**

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS AND IN THE SPECIAL PROVISIONS FOR COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS and accepts all conditions and requirements contained therein.

Bidder

By

Date

******* SUBMIT THIS EXECUTED FORM WITH THE BID**

Attachment: Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237 (3078 : Award of Contract for

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT FOR

COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this _____ day of _____, 20____, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and _____, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

_____, MAYOR
CITY OF LAGUNA HILLS

(CORPORATION (NAME - TYPE))

BY: _____

(PRINT)

ATTEST:

(SIGNATURE)

_____, CITY CLERK
CITY OF LAGUNA HILLS

(TITLE)

BY: _____

(PRINT)

_____, CITY ATTORNEY
CITY OF LAGUNA HILLS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

Attachment: Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237 (3078 : Award of Contract for

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract
 No. _____, for the _____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 specified in the Contract, to, _____, a
(NAME OF CONTRACTOR)
 _____, hereby designated as the "Principal", which
(CONTRACTOR ENTITY TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein
 by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to
 furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
 "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and ____/100
 DOLLARS (\$_____), lawful money of the United States of America, for the
 payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237 (3078 : Award of Contract for

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____ .

PRINCIPAL

SURETY

(Principal Name)	(Seal)	(Surety Name)	(Seal)
------------------	--------	---------------	--------

By: _____	By: _____
(Signature)	(Signature)

(Print Name and Title)	(Print Name and Title)

By: _____	By: _____
(Signature)	(Signature)

(Print Name and Title)	(Print Name and Title)

Principal Address and Telephone: _____	Surety Address and Telephone _____
--	------------------------------------

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract No. _____,
 for the _____, as specified in the
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 Contract, to, _____, a _____
(NAME OF CONTRACTOR) (CONTRACTOR ENTITY)
 _____, **hereby** designated as the "Principal", which
TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein by
 reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this
 bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and _____
 (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and
 ____/100 DOLLARS (\$____), lawful money of the United States of America, for
 the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors,
 administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section
 9100 of the California Civil Code, (b) any amounts due under the California Unemployment
 Insurance Code with respect to work or labor performed under the Contract, or (c) any
 amounts required to be deducted, withheld, and paid over to the Employment Development
 Department from the wages of employees of the Principal and its subcontractors pursuant to
 Section 13020 of the California Unemployment Insurance Code with respect to such work or
 labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum
 specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable
 attorney's fees to be fixed by the court.

Attachment: Plans and Specifications for Community Center and Sports Complex Site Improvements CIP 237 (3078 : Award of Contract for

PAYMENT (LABOR AND MATERIAL) BOND
(PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

(Principal Name) (Seal)

(Surety Name) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Authority if Executed by Attorney-in-Fact

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

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

Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS
GENERAL SPECIFICATIONS
FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

SCOPE OF WORK

The work to be performed and completed by Contractor consists of including removal and replacement of existing fixtures, demolition, construction, and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at 25555 Alicia Parkway, Laguna Hills, CA 92653, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within **40 working days** after the date of the Notice to Proceed.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the California Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions shall be maintained during construction between 9:00 A.M. and 3:30 P.M. The same number of travel lanes currently in use (at the time of bid) shall be opened to traffic each and every day between 3:30 P.M. and 9:00 A.M. No work that interferes with public traffic shall be performed after 3:30 P.M. or before 9:00 A.M. No street closures shall be made. The traffic signal and traffic signal detectors shall remain operational during the construction until their replacement is scheduled within 5 days of disruption. Night work shall only be allowed with approved, written approval by the City Engineer, at the contractor's request, and shall be completed at no additional cost if approved.

Separation between travel lanes shall be accomplished by the use of delineators placed at a maximum of 15' on center. Traffic channelization at intersections shall be accomplished by the use of delineators placed at a maximum of 10' on center.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request.

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

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	3939 E. Coronado St.	Anaheim, CA 92807	Robert Fleisher	714/618-9129
OCTA	550 S. Main Street	Orange, CA 92613-1584	Kyle Poff	714/560-5816
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
Gas Company	1919 South State College	Anaheim, CA 92806	Andrew Alday	714/385-3377
Gas Company Southern Region Transmission	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-1779
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communication	27121 Towne Centre Drive	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of construction.

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

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this Project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

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

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk. The Contractor shall prepare a Stormwater Pollution Prevention Plan, shall use Best Management Practices and comply with all NPDES and State Construction Permit requirements pertaining to water quality to minimize adverse water quality impacts from the project before initiating construction. The payment for this work of plan preparation and field implementation, as required, and compliance with permits is deemed included in the lump sum price paid for Mobilization and no additional compensation shall be allowed therefore.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

WASTE DISPOSAL

Contractor shall only utilize waste containers from the City Franchisee, CR&R, (P. O. Box 1100, San Juan Capistrano, CA 92693-1100, 949-728-0446 Ext. 1232) for all recyclables and waste debris. Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from land fills and report this data to the City at the end of the project.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2018 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, also known as the "Greenbook", including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern

California District of the Associated General Contractors of California, which is incorporated herein by this reference. Copies of these Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, California 92801
(760) 734-1113

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, General Specifications, Special Provisions, or other Contract Documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, addition, or that are specifying options are stated in the Special Provisions.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

California Department of Transportation
Publications Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815-3800
Telephone (916) 263-0822
Fax (916) 263-0470

References in the Special Provisions to Standard Plans shall mean the Standard Plans for Public Works Construction, latest edition (written and promulgated by the Public Works Standards, Inc.), and, where applicable and as determined and selected by the City Engineer, those specific standard plans of the City of Laguna Hills, the County of Orange and/or the State Department of Transportation, latest editions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

The City has determined that the work on this Project requires work of labor categories which are subject to the State of California Department of Industrial Relations prevailing rates of per diem wages.

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

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

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

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

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

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

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

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

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship committee that can supply apprentices to the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

RESOLUTION OF CONSTRUCTION CLAIMS

California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate all construction claims relating to the City's public works project.

"Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))

For any claim subject to this article, PCC section 9204 requires the following:

- a) The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice

requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the City, and the Contractor may, by mutual agreement, extend the time period provided by statute.

- b) For claims of all amounts, the City shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the City requires approval from the City Council, and the City Council does not meet within the 45-day period to respond, the City shall have up to three days to issue its response following the City Council meeting.
- c) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- d) If the claimant disputes the City's response, or if the City fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the City must schedule a meet and confer conference within 30 days for settlement of the disputed claim.
- e) Within 10 business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the City shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.
- f) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- g) Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The City and the claimant shall mutually agree on a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

PCC Section 9204 does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

Should the City fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the City's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

NOTICE OF THIRD-PARTY CLAIMS

In accordance with PCC Section 9201, the City will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the City for its reasonable costs incurred in providing such notice.

CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS FOR SPECIFICATIONS FOR

COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California
Contractor	- Contractor, its workers, employees and agents
Project	- Community Center and Sports Complex Site Improvements

1-3 ABBREVIATIONS.

1-3.2 Common Usage. [Add the following to this section]:

MUTCD	- Manual of Uniform Traffic Control Devices, including the California Supplement
OCPW	- Orange County Public Works Department
SPPWC	- Standard Plans for Public Works Construction
SSPWC	- Standard Specifications for Public Works Construction
FHWA	- Federal Highway Administration
HUD	- Housing and Urban Development

1-7 AWARD AND EXECUTION OF CONTRACT.

Within three (3) days of bid opening contractor must submit:

- If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the City Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the City within three (3) days of bid opening.

Within five (5) working days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the City:

- All Insurance Requirements set forth herein
- Two (2) Original Signed Contract Agreements

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the City:

- Faithful Performance Bond
- Material and Labor Bond
- Construction Schedule
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- Construction Materials Submittals

FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF City.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. [Replace section with the following]:

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the City shall verify that the surety is an admitted surety in the State of California. If requested by the City, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the City to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the City. The Contractor shall provide the City with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the City, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the City. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

SECTION 2 – SCOPE OF WORK.

2-1.1 PLANS AND SPECIFICATIONS [Add the following to this section]:

The Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-2 PERMITS. [Add the following to this section]:

Prior to the start of any work, the Contractor shall take out the applicable City and State permits and make arrangements for City and State inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive any City permit fees.

Further, Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

2-3 RIGHT-OF-WAY. [Add the following to this section]:

The City will acquire all rights of way, easements and rights of entry as required for this Project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for re-mobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in all other items of work and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the City, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

2-8 EXTRA WORK.**2-8.2 Payment.****2-8.3 Markup.**

(a) **Work by Contractor.** [Add the following to this section]: The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** [Add the following to this section]: When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the

subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The costs of rental equipment shall not exceed the equipment rental rates in the surcharge and Equipment Rental Rates, as published by the State of California Business, Transportation, and Housing Agency and the California Department of Transportation, Division of Construction for the current fiscal year.

2-10 DISPUTED WORK. [Add the following to this section]:

If the Contractor and the City are unable to reach an agreement on disputed work, the City may direct the Contractor to proceed as directed. The City shall have the option, at its own discretion, to pay for said work through unilateral change order executed by the City after conducting its own analysis of the reasonable costs thereof. Although not to be construed as proceeding under extra work provisions in Section 3-3, the Contractor shall keep and furnish records of disputed work in accordance with Section 3-3.

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the City as "extra work", the Contractor shall notify the City in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the City is not afforded proper supporting documentation by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the City. If the City determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the City determines that the claim is not well founded, it shall be disallowed and not paid.

SECTION 3 – CONTROL OF THE WORK.

3-10 SURVEYING.

3-10.4 Permanent Survey Markers. [Add the following to this section]:

Prior to start of construction, the Contractor shall inventory all existing survey monuments and ties within the Project limits. Monument records are for information purposes only, and can be provided by the City upon request. The Contractor is responsible for ensuring that all survey monuments and ties are restored. The Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor. A copy of the filing shall be provided to the City prior to commencement of any work.

The Contractor shall obtain prior approval from the Engineer before setting new survey monuments. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey marker is located, the Contractor shall install a new survey monument

to the new grade within seven (7) days of finished paving. The survey monument shall be installed to match the existing type destroyed. The Contractor will then reset ties and file a Corner Record Form in the Office of the County Surveyor.

3-10.5 Survey Services. [Add the following to this section]:

The Contractor will provide the initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

The Contractor shall be responsible for the finished work's conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the Contractor shall be included within the various items of work and no additional compensation will be allowed.

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

4-3.1 General. [Add the following to this section]:

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS. [Add the following to this section]:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-3 LABOR.

5-3.3 Payroll Records. [Add the following to this section]:

Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Verified payroll records shall be submitted to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.**5-4.5 Compliance with Insurance Requirements.** [Add the following to this section]:

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

5-4.5.1 Types of Insurance Required. [Add the following to this section]:

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

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) in the general aggregate, and four million dollars (\$4,000,000.00) for completed operations aggregate. 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. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) 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. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its

workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5-4.5.2 Acceptability of Insurers. [Add the following to this section]:

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

5-4.5.3 Insurance Endorsements. [Add the following to 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. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

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 Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(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 Contractor'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, Contractor shall provide endorsements for completed operations to effectuate this requirement.

5-4.5.4 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.

5-4.5.6 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.

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

5-4.5.10 Enforcement of Agreement (Non-Estoppel).

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

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

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

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 Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such

coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

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

5-4.5.13 Contractor's Liability; City Not Liable; Claims Resolution

A. Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

C. City not liable. The City shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property.

D. Claims Resolution. From time to time during the period of this contract, the City and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by City and Contractor:

For claims received by Contractor:

(1) Contractor shall provide City on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth

above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the City.

For claims received by City:

(1) City shall process any claims received pursuant to Chapter 3-12 (Claims Against the City) of the Laguna Hills Municipal Code.

(2) If after investigation of the claim, the City determines the Contractor is liable under this Contract, City shall tender the claim to the Contractor for proper handling and resolution.

E. Retention of Claimed Damages by City. The City may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City until disposition has been made of such suits or claims for damages aforesaid.

5-7 SAFETY.

5-7.1.3 Traffic and Access. [Add the following to section]:

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

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

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

5.7.2 Safety Orders

5.7.2.1 General. [Add the following to this section]:

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

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

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to Engineer a written detailed

plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- III. That, in the event that a dispute arises between City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-7.2.2.1 Storage of Equipment and Materials in Public Streets. [Add the following section]:

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

5-7.2.2.2 Street Closures, Detours, Barricades. [Add the following section]:

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

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

The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. **No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.**

The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of one week prior to the start of construction.

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

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

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

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

The Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at Contractor's expense.

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

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Fire Department: Orange County Fire Authority, (714) 573-6000
2. Police Department: Orange County Sheriff's Department, (714) 647-7000
3. School Districts: Saddleback Valley Unified: (949) 586-1234, Capistrano Unified: (949) 489-7000
4. Trash Collection: CR&R, (877) 728-0446
5. Street Sweeping: Sunset Property Services, (949) 551-5151
6. Transit Operations: Orange County Transportation Authority (OCTA), (714) 560-6282
7. Fire Department: Station 18, (949) 858-9369
8. Mail Service: US Postal Service

The City Engineer may add additional entities to this list at his discretion.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction. Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the City. The Contractor shall also provide temporary traffic restriping, or reflective white or yellow plastic tabs, at the conclusion of each working day, if not sooner, as directed by the City, for any centerline, painted median or lane line that is obliterated by construction.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices. No later than 10 days after the award of the Contract, the Contractor shall furnish to the City, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed and approved by the City.

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

The Contractor shall also ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be steel plated per the requirements noted in the previous paragraph. The Contractor shall use temporary AC surfacing at his own expense for traffic control as required to maintain traffic in a safe non-disruptive manner.

SECTION 6 - PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.0 General. [Add the following section]:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Liquidated damages will be assessed pending receipt of any outstanding reports, as set forth in Section 6-9.1 below.

6-1.3 Construction Schedule (Critical Path Method) [Add the following section]:

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule illustrated by the Gantt Bar method. The schedule shall be prepared by qualified and experienced scheduling staff.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that

all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

The number of activities shall be sufficient to assure adequate planning of the Project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

- A. A clear legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and **not more than 40 working days**, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for Project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show a scheduled completion date that is later than the Contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

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

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

Payment for the Project schedule and revisions/updates to the schedule shall be made under other items of work and no additional payment shall be made therefore.

6-1.4 Acceleration. [Add the following section]:

The City reserves the right to accelerate the work of the Contract at any time during its performance. In the event the City directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the City on a daily basis.

In the event the Contractor believes that some action or inaction on the part of the City constitutes an acceleration directive, the Contractor shall immediately notify the City in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the City responds to the written notification. If acceleration is then directed or required by the City, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the City on a daily basis.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

6-3 TIME OF COMPLETION.

6-3.1 General. [Add the following to this section]:

The time for completion shall be as set forth in the General Specifications.

6-3.2 Contract Time Accounting. [Add the following to this section]:

The Contractor's activities shall be confined to the hours between 8:00 AM and 4:00 PM, Monday through Friday, excluding holidays, unless otherwise specified. Work shall be prohibited any time on Saturday, Sunday or Federal Holidays except as provided herein. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates (premium time) including benefits, overhead, and travel time and are established based on the City's current fee schedule or professional services agreement for construction inspection services. The service fees will be deducted from any amounts due the Contractor.

Construction activities during City Special Events may be restricted by City to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed as included in the lump sum contract for their respective items and no additional compensation will be allowed.

6-3.3 Completion, Acceptance, and Warranty. [Add the following section]:

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

6-9 LIQUIDATED DAMAGES. [Add the following to this section]:

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be

sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the City \$500.00. The Contractor shall also pay to the City \$500.00 for each occurrence of work in the through or turning lanes in violation of these specifications as solely determined by City. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

6-9.1 Additional Liquidated Damages. [Add the following section]:

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to follow a construction schedule or timely submit periodic progress reports as described in Section 6 of these Special Provisions.

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to mobilize to the Project site within 10 working days of the date of the Notice of Proceed as specified in these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to restore damaged utilities within three (3) working days as specified in Section 5 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$500.00 per day for failure to comply with, or implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) or Water Pollution Control Plan (WPCP), as required, by the City's NPDES permit with the San Diego Regional Water Quality Board.

Additional liquidated damages shall be assessed in the amount of \$500.00 per incident that the Contractor fails to install the Best Management Practices (BMP's) within 24 hours of notification as described in Section 7-8.6.2 of the Special Provisions.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. [Add the following to this section]:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions. The City shall withhold from the final payment \$15,000 in the event that the Contractor fails to return the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract Agreement.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the City, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the City, pursuant to the construction contract. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the City approved securities with the escrow agent, the escrow agent shall notify the City within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for City approval, and be held in the escrow account to meet the Contractor's obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the City that the Contractor has satisfactorily completed his contract obligations.

Alternatively, the Contractor may request and the City shall make payment of retention earned directly to the escrow agent at the expense of the Contractor. The Contractor may direct the investment of the payment into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full five percent (5%) retention will be deducted from all payments. The City shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City. Federal law (49 CFR Section 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion. . The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

7-3.3 Delivered Materials. [Add the following to this section]:

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

7-3.4 Mobilization. [Add the following to this section]:

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

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

SECTION 9 – FACILITIES FOR CONTRACT PERSONNEL. [Add this section]:

9-1 EXTENDED FIELD OFFICE OVERHEAD COST.

Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit written statement to the City detailing its field office overhead costs which are time related. The City will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the City and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.

The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the City. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.

When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the City and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office

overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

SECTION 10 - RESPONSIBILITIES OF THE CONTRACTOR [Add this section]:

10-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

10-1.1 General.

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

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

10-2 COOPERATION AND COLLATERAL WORK.

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

10-3 PROJECT SITE MAINTENANCE.

10-3.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

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

10-3.1.1 Construction Cleaning [Add the following section]:

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.

- (c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.
- (d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

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

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

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

10-4 WATER POLLUTION CONTROL

10-4.1 Best Management Practices (BMPs)

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this Project. This Project will require the Contractor to implement "Best Management Practices".

The Contractor shall submit a Water Pollution Control Plan (WPCP) as detailed in Appendix A. The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed that addresses his or her anticipated construction operations and meets the intent of the NPDES requirements. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. After the Notice of Award, the Contractor shall submit to the City a finalized and signed WPCP, which establishes the construction BMP requirements, for review and approval. No work will be allowed to begin without an approved WPCP on file with the City.

The Contractor shall utilize Best Management Practices (BMP's) outlined in the WPCP during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this Project include, but are not limited to, covering all storm drain inlets in the Project vicinity with water permeable fabric and gravel bags prior to performing any adjacent AC grinding, removal or paving operations or PCC ramp lip grinding; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC

sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the Owner's Representative.

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

1. San Diego Regional Water Quality Control Board
2. County of Orange

10-4.1.2 Payment

Full compensation for conforming to Subsection 7-8.6, including providing all necessary **Best Management Practices** shall be considered as included in the Contract **LUMP SUM** price for Best Management Practices and shall include finalizing and implementing the WPCP in accordance with the "Draft" WPCP and as detailed herein, and shall include full compensation for encroachment permit processing as related to the WPCP, furnishing all labor, tools, materials, and incidentals for implementing said approved / finalized WPCP.

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

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

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

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class and Alternate Class. [Add the following]:

The class of concrete shall be 520-C-2500 with a maximum slump of four (4) inches for all sidewalks, curbs and gutters. The class of concrete shall be 560-C-3250 or as specified by the Engineer for all foundations, driveways, and cross gutters. The concrete for the cross-gutters and driveways shall be designed for early high strength.

201-1.1.3 Concrete Specified by Special Exposure. [Add the following]:

Test for Portland Cement Concrete

1. All material shall comply with Orange County Standards, American Concrete Institute (Act 1) and Uniform Building Code.
2. Product Data:
 - a) Submit complete materials list of items proposed for the work. Identify materials source.
 - b) Submit admixture, curing compound, retarder, and accessory item product data.
 - c) Submit material certificates for aggregates, reinforcing, and joint fillers.
3. Submit concrete delivery tickets. Show the following:
 - a) Batch number
 - b) Mix by class or sack content with maximum size aggregate
 - c) Admixture
 - d) Air content
 - e) Slump
 - f) Time of loading
4. Submit concrete test reports.
5. Provide field quality control testing and inspection during concrete operations.
6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

7. Testing:

- a) Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
- b) Provide air indicator test and air meter tests for all air entrained concrete.
 - i) Perform air indicator test with a "Chase" AE 35 or equal air indicator, and air meter test in accordance with ASTM C231 or 173. Test first load of concrete delivered each day.
 - ii) Furnish copies of field records and test reports as listed for strength tests.
- c) Strength Testing:
 - i) Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ADTM C31.
 - ii) Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.
 - iii) Furnish copies of field records and test reports as follows:
 - 2 copies to City's representative
 - 1 copy to Contractor
 - 1 copy to Ready Mix supplier
- d) Record the exact location of the concrete in the work represented by each set of cylinders and show on test reports.
- e) Provide an insulated moist box for protection of the test cylinders until shipped to the laboratory.

201-1.2 Materials

201-1.2.1 Portland Cement. [Replace the first sentence of the first paragraph]:

All cement to be used or finished shall be Type V.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.2 Premolded Joint Filler. [Replace with the following]:

The Contractor shall use ¼" bituminous type expansion joint filler only.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds.

SP-25

Contractor shall use TYPE II "Hunts" clear curing compound, unless otherwise specified by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density. [Replace with the following]:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D 1557.

211-1.2 Field Density. [Add the following paragraph]:

Field density tests will be made by the Engineer during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense. The Contractor's compensation may be reduced for asphalt concrete compaction not in conformance with these specifications in accordance with the CalTrans Compaction Reduction Procedure.

SECTION 215 - PRE-MANUFACTURED ITEMS [Add new section:]

215-2 Site Furnishings

215-2.0 "Or Approved Equal" Provision

Throughout these Specifications, various types of products are specified with a an "Or Approved Equal" provision. It shall be the CONTRACTOR'S responsibility to verify the equality of suitability of any non-specified product or fixture in advance of installation or bidding by confirming its approval by the CITY. Failure to do so shall be grounds for rejection of the installation.

215-2.1 Benches

Benches shall be of the type as specified in the Plans, manufactured by Wabash Valley, Bench Model WIO116C, 8' long, with Surface-mount legs, and armrests at both ends and in the center. Benches shall be Straw in color with textured black frames. Contact Dave Bang Associates, Alex Beron (800) 669-2585, x3111.

215-2.2 Picnic Tables

Picnic Tables shall be of the type as specified in the Plans, manufactured by Wabash Valley, Picnic Table Model #SG111D, 8' long, with Surface-mount legs. Picnic tables shall be Straw in color with textured black frames. Contact Dave Bang Associates, Alex Beron (800) 669-2585, x3111.

ADA Picnic Tables shall be of the type as specified in the Plans, manufactured by Wabash Valley, Picnic Table Model #SG115D, 7' long, with Surface-mount legs. ADA Picnic tables shall be Straw in color with textured black frames. Contact Dave Bang Associates, Alex Beron (800) 669-2585, x3111.

215-2.3 Drinking Fountain

Drinking Fountain shall be of the type as specified in the Plans, manufactured by MDF, Drinking Fountain Model #440 SM. Drinking Fountain shall be Green in color. Contact Most Dependable Fountains, Inc., (901) 867-0039.

SECTION 218 – PLAYGROUND SURFACING *[Add new section as follows]:*

216-1 RESILIENT SURFACING

216-1.1 General

216-1.1.1 Section Includes:

1. Seamless resilient playground surfacing
2. Cushion Pad & color wear course

216-1.1.2 Qualifications

216-1.1.2.1 Manufacturer

1. Surface America Inc. (800) 999-0555 or approved equal.
2. **Company with minimum of five years documented history of producing resilient playground surfacing complying with criteria of this Section.**
3. **Company with minimum of ten Southern California installations in use for a minimum of five years using resilient playground surfacing complying with this Section.**
4. Standards - The resilient surfacing must meet the requirements and recommendations of the applicable portions of the latest editions of standards by the American Society for Testing and Materials - ASTM - F355/86, and ANSI AC@ Head Form. The surfacing must also meet CPSC and ADA requirements.

216-1.1.2.2 Installing Contractor

1. **Installation by factory-trained staff is required and by a company specializing in the specified systems with five years documented experience.**
2. **Contractor must have a current California Contractor License C61 / D12 for synthetic surfaces.**

216-1.1.2.3 Factory Representative

1. **Systems manufacturer shall provide a factory representative for substrate review and field installation quality assurance as specified within these specifications.**

216-1.1.3 Submittals

216-1.1.3.1 Provide All Submittals as Specified Below

1. Prior to preparing final submittals, meet with Landscape Architect to establish final colors and all other related operational considerations.

216-1.1.3.2 Resilient Playground Surface.

1. Submit complete list of proposed materials for resilient surface system. Include certification that all products used comply with current air pollution/VOC regulations required by the local jurisdictional authority.
2. System Rating: Provide certification of compliance with specified impact testing criteria.
3. Submit manufacturer's installation instructions.
4. Submit sample, 2 x 4 inches, illustrating color options and variation.

216-1.1.4 References

216-1.1.4.1 Organization and Trade Standards.

Standard Specifications for Public Works Construction, 2012 edition, with all local agency amendments (herein referred to as "Standard Specifications").

216-1.1.5 Operation And Maintenance Data

Submit cleaning and maintenance data.

Include procedures for stain removal, repairing surface, and cleaning.

216-1.1.6 Delivery, Storage, And Handling

1. Deliver products to site under provisions of the General Conditions.
2. Store and protect products under provisions of the General Conditions.
3. Store materials in a dry, secure area.
4. Maintain minimum temperature of 60 degrees F.

216-1.1.7 Environmental Requirements

1. Install surfacing systems in accordance with ambient environmental criteria required by manufacturer.
2. Restrict traffic from area where surfacing has been installed for a period of ten days after installation.

216-1.1.8 Warranty

Provide Warranty for five (5) years against all defects in materials and workmanship, including such defects as bubbling, delamination, peeling, loss of integrity, serious color fading, and poor UV stability. This Warranty does not include normal wear and tear and acts of vandalism.

216-1.1.9 Products

216-1.1.9.1 Manufacturer.

Manufacturer's product "PLAYBOUND" Impact Absorbing Playground Surfacing, or approved equal.

216-1.1.9.2 Type.

Seamless, polyurethane, seamless synthetic wearing course applied over shock-absorbent seamless cushion course.

216-1.1.9.3 Series.

PLAYBOUND poured in place resilient surfacing.

216-1.1.9.4 Color Wear Course Characteristics.

1. Thickness: Minimum cured thickness 1/2", as detailed.
2. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle.

216-1.1.9.5 Cushion Course Characteristics.

1. Thickness: 2" minimum cured thickness: See Plans for various thicknesses.
2. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle, with approximate mix ratio of 80 percent particles, 20 percent binder.

216-1.1.9.6 Materials

1. Playbound Poured-in-Place Primer: A single component moisture cured polyurethane primer.
2. Playbound Poured-in-Place Binder: An elastic polyurethane pre-polymer with minimal odor, excellent weathering and binding characteristics. Binder shall be 100% MDI based and contain 0% TDI monomers. NOTE: TDI is listed as a carcinogen with OSHA and the IARC. Special handling is required with more than .1% TDI
3. Playbound Poured-in-Place black SBR: Shall be recycled SBR rubber.
 - a. Shall be ground at ambient temperature.
 - b. Shall be ground into 3/8" shredded strands and contain less than 4% dust.
 - c. Shall be transported in suitable bags to protect from moisture.

4. Playbound Poured-in-Place EPDM rubber: Shall be stable.
 - a. Typical size: 1-3mm or 1-4mm (some colors also available in .5–1.5mm).
5. Playbound Poured-in-Place System
 - a. Shall have been tested for shock attenuation under ASTM F 1292 G-Max and HIC.
 - b. Shall be non-slip and porous.
 - c. Shall have Class B fire rating (Class A available as special order).
 - d. Shall have been tested for shock attenuation under ASTM F 1292 G-Max and HIC.

216-1.1.9.7 Technical Requirements

Shall have the following technical specifications:

A. THERMAL RESISTANCE: ASTM C 518-76	R=2.32
B. THERMAL CONDUCTIVITY: ASTM D257	K=0.75
C. ELECTRICAL CONDUCTIVITY: Slemans Meter	1.1x 10.4
D. COMPRESSION ENDURANCE: (10,000 cycles w/10 ton load)	No deterioration
E. FLASH POINTE:	Between 650°/800°F
F. FLAME SPREAD/SMOKE DENSITY:	Federal Spec LLL-T-43, Type II Class 1 Pass
G. FLAMMABILITY: (CST London 90609/1)	Greatest radius: 1" (25mm) Classified: Best Category of Flammability
H. ABRASION RESISTANCE: (ASTM D 1044)	0.3812 G Loss
I. SPIKE RESISTANCE:	According to Otto Graff Institute/Stuttgart approved for ¼" spike
J. FLEXIBILITY FACTOR: (ASTM F 147)	0-1
K. ACCELERATED WEATHERING: (2500 hours)	No change
L. DURABILITY: (CST London 90609/1)	Wear Index (g/1000 revolutions) Unaged: 1.64 Air aged: 2.40

M. WATER AGED:	1.61 UV aged: 1.92 Pass/approved
N. WATER PERMEABILITY: (DIN 18035 Part G)	1.7 ltr./sec./sq.meter (0.4 gal./sec./sq.yd.)
O. THERMAL STABILITY RANGE:	-50° C to 100° C (-58°F to 212°F)
P. FREEZE/THAW: (-50°C (58°F), 40 cycles)	No charge
Q. COEFFICIENT OF FRICTION: (ASTM D 2047-82)	1.0 dry 0.9 wet
R. SLIP RESISTANCE: (CST London, 90609/1)	65-70 units/approved
S. TENSILE, psi: (ASTM D 412)	200 psi (top surface)
T. ELONGATION:	173%
U. TEAR STRENGTH:	64 psi typical (base mat)

NOTE:

ASTM	American Standard for Testing Materials
DIN	Deutsche Industry Norm (German Industrial Standards)
CST	Center for Sports Technology (Member of the ISS-International Association for Sports Surface Sciences).

The values shown represent current production laboratory-taken tests which may vary slightly where field-tested.

1. Flame Spread: Class A Flame Spread rating per ASTM E 108.
2. Combustibility: Comply with ASTM D 2859 test method, with no specimens extending closer than one inch to edge of test frame.
3. Impact Resistance: Comply with ASTM F 1292-93, for fall heights as scheduled.
4. Slip Resistance: Maximum value of 0.90 wet, 1.0 dry, per ASTM D 2047 (James Machine), or approved equal.

216-1.1.9.8 Accessory Products.

Primers/Joint Detailing: Provide materials as recommended by manufacturer for application.

216-1.1.9.9 Texture and Color.

1. Color layer to match existing wear course. Color samples shall be submitted to the landscape architect for approval.
2. Texture: Uniform troweled texture, free of skips, ridges, or gaps.

PART 3 - CONSTRUCTION METHODS**300-1 CLEARING AND GRUBBING****300-1.3.2 Requirements.** [Add the following]:**(d) Miscellaneous**

In addition to the work outlined in subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item:

- (1) Mobilization/demobilization including multiple occurrences of mobilization/demobilization.
- (2) Clearing, removal, and disposal of debris generated from the work.
- (3) Hand removal and disposal of all vegetation, trees, tree roots, trash and other objectionable material from the affected portion of the project and areas adjoining thereto on a daily basis.
- (4) Protection of existing plant materials and fencing.
- (5) Preparation of a Stormwater Pollution Prevention Plan.
- (6) Sediment and erosion control implementation, Water Quality Best Management Practices and compliance with NPDES and State Construction Permit.
- (7) Protection and maintenance of existing improvements, including but not limited to fencing, storm drains, parking lot, sidewalks, utilities, and traffic controls within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (8) Maintain dust control at all times. Developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.
- (9) Daily clean up of work site. Daily litter removal. Daily street sweeping. Recycling of waste materials and provisions for refuse containers.
- (10) Preparation of a Traffic Control Plan and providing and maintaining traffic control and all signs, barricades and flashers necessary to maintain proper control and issuance of notices of access changes or parking space closures.

- (11) Notices to property owners, coordination with others and coordination with utility companies.
- (12) Surveying for establishment of line and grade (if any).
- (13) Submittal of a Parking Management plan that outlines a minimum of 75% of parking spaces to remaining available at all times during course of work.
- (14) Other items of work as directed in these Special Provisions.

300-1.4 Payment. [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall be paid for at the **LUMP SUM** contract price and no additional compensation will be allowed. Payment shall include full compensation furnishing all labor, materials, tools, equipment and doing all work involved in clearing and grubbing as specified. Payment shall be limited to not more than 50.0% per progress payment.

300-2 UNCLASSIFIED EXCAVATION

300-2.2 Unsuitable Material [Add Subsection 300-1.3.2(a). "Bituminous Pavement" as Subsection 3090-2.2.3 and amend as follows]:

The areas and quantities shown on the plans are given only for the Contractor's aid in planning the work and/or preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedence over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer. Spilled or loose blocks of pavement and pavement cracks wider than 3/8 inch will be deemed justification for extending or adding to the removal and replacement of asphalt or Portland cement concrete pavement.

The areas indicated for removal and replacement shall be excavated to the full depth of the proposed pavement section for asphalt concrete removal and replacement. Where directed by the Engineer, additional aggregate base and/or native soil shall be removed to correct a subsurface problem.

300-2.6 Surplus Material. [Add the following]:

All surplus material shall be disposed of in a legal manner at the expense of the Contractor.

300-2.9 Payment

Payment for all unclassified excavation or fill, saw cutting, hauling, and disposal shall be included in the unit price for the various items of related work and no additional compensation will be allowed therefore.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. [Add the following paragraph after the first paragraph]:

SP-33

Existing or new subgrade shall be compacted to 95% relative compaction in the top 12" of subgrade. Compaction requirements shall be as specified in Subsection 211-2.3 of the Standard Specifications.

301-2.4 Measurement and Payment. [Add the following]:

Payment for subgrade specifications shall be included in the unit price for the various items of related work and shall include full compensation for all labor, materials, equipment, and compaction for doing all work for setting the base.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, V-DITCHES, CROSS GUTTERS, WHEEL STOPS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. [Add the following paragraph]:

Construction of Portland Cement Concrete curb and gutter, rolled curb, cross gutter, sidewalk, driveway approach, driveways, tree wells, v-ditches, and access ramps shall be constructed in accordance with the Contract Documents as modified herein and shall include the removal and replacement of 12" wide by 12" deep by "length of work of PCC" of deep lift AC paving.

Contractor shall take note that there are a variety of concrete sidewalk finishes and colors at the various locations of the identified work. Contractor shall match the existing color, texture and finish of the concrete being replaced.

Sawcutting, excavation, grading, preparation of subgrade and installation of crushed aggregate base if necessary for the construction of these items shall be included in each corresponding bid item and no additional compensation will be made therefore.

All cement products shall be Type V.

Curing compound shall be Type II conforming to the provisions in Section 201-4, "Concrete Curing Compound," of the Specifications. Contractor shall exercise caution in using such curing compounds so as to avoid spraying any cars which may be parked adjacent to the work site.

Contractor shall match existing curb face height and gutter width.

The Contractor shall schedule his operations so that P.C.C. work shall be constructed within forty-eight (48) hours subsequent to removals at any given locations.

As soon as the concrete will allow, strip the forms and trowel smooth the curb face and top. Tool the edges of expansion joints with an approved 1/8 edging tool.

After curing, AC deeplift shall be placed per pave-out detail. Completed curb and gutter, curb, sidewalk, cross-gutter, v-ditches, and driveways shall be protected from damage until accepted.

Concrete curbs, walks, gutters, v-ditches, wheel stops, and driveways shall conform to the Standard Specifications as modified by OCPW Standard Plan 1803 and herein. Prior to acceptance of the curb and gutter constructed by the Contractor, a flow test shall be conducted by the Contractor in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303-5.7 of the Standard Specifications.

Access ramps shall be constructed in accordance with Caltrans Standard Plan RSP A88A or equivalent, monolithic pour of curb and gutter and ramp, including a back-of-walk retaining curb and sidewalk as directed and as needed, and including cast in place blue truncated dome panels by Armor-Tile.

Any irrigation system damages shall be repaired to City's satisfaction.

303-5.2 Forms.

303-5.2.1 Standard Forms. [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.
2. Install, align and level forms, stake and brace forms in place. Maintain following grade and alignment tolerances.
 - a) Top of Form: Maximum 1/8" in 10'-0".
 - b) Vertical Face: Maximum 1/4" in 10'-0".
3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

303-5.4 Joints.

303-5.4.1 General. [Add to the first paragraph]:

The surface sidewalks shall be marked into rectangles of not less than 12 square feet nor more than 20 square feet with a scoring tool which will leave the edges rounded or scored to match the adjoining sidewalk.

A monolithic pour of sidewalk and curb and gutter shall not be permitted except at the access ramp locations.

303-5.4.2 Expansion Joints. [Modify second paragraph as follows]:

The expansion joints consisting of pre-molded Expansion Joint Filler (Bituminous Fiber Type) ¼-inch thick, shall be installed on all curb, gutter, and sidewalk as specified below:

1. At beginnings and ends of all curb and sidewalk returns.
2. Adjacent to walls and buildings at locations where sidewalk is constructed over the full width between the curb and walls.
3. As an alternate to weakened plane joints.
4. At a maximum of twenty (20) feet spacing in the curb and gutter.
5. At any other location where required by the Engineer.

Provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks, and other fixed objects.

1. Locate expansion joints as indicated. When not indicated, provide joints at maximum 10'-0" on center for curbs and walks. Align joints in abutting curbs and walks.
2. Install joint fillers full-width and depth of joint. Recess top edge below finished where joint sealants are indicated.
3. Install joint fillers full-width and depth of joint. Provide top edge flush with adjacent finished surface.
4. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.
5. Where intersecting joints occur, joint top edge and continue any spliced joints without deviation of form line or direction.
6. Protect the top edge of the joint filler during concrete placement.

303-5.9 Measurement and Payment. [Amend paragraph with the following]:

The compensation for the removal of existing sidewalk, curb and gutter, local depression, ramps, driveway approach, driveway, cross-gutter, v-ditches, including removal of tree roots, protection of irrigation, and repair of irrigation damaged by the contractor, including saw-cutting to construct sidewalk, curb and gutter, curb, driveway approach, driveway, cross-gutter, v-ditch, and access ramp with blue truncated dome panels by Armor-Tile, the use of high early strength concrete and removal, protection, and reinstallation of bus bench and trash receptacle, if any, and the matching of concrete color, texture and finish shall be included in each corresponding bid item, and no additional compensation shall be allowed.

The price bid for Concrete Surfacing to include full payment for all materials, labor, equipment and incidentals to remove existing equipment and construct concrete improvements.

303-7.1 General

All excavation, backfill and other earthwork incidental to performance of the work shall conform to the requirements of "Earthwork" Section 300.

SECTION 310 - PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting of Play Equipment Frames. [add new subsection:]

310-5.6.1 General. [Add the following]:

1. Rough the frame surfaces to be painted with 180 grit sandpaper.
2. Clean frame surfaces with M.E.K. (Methyl Ethyl Ketone).
3. Liquid paint shall be catalyzed polyurethane. The catalyst shall be for outdoor use so that the paint will be U.V. stabilized.
4. Apply 2-coats per the polyurethane paint manufacturer's application instructions. Note: paint shall be applied with a spray gun. (Protect all surface areas and equipment not receiving desired paint application to prohibit overspray).

310-5.6.2 Measurement and Payment. [Replace with the following]:

Payment for preparation and painting of Tire Swing Structure shall be made of the contract **LUMP SUM** price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals; as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed.

311-2 Measurement and Payment. [Add new paragraph]: Appendix C

Measurement and payment for all other items included in the attached Appendix C shall be per unit price as listed in the appropriate Bid Item. The unit price for each Bid item to include full payment for all materials, labor, equipment, and incidentals to remove, discard, replace, install, and construct each item complete and in place.

PART 4 EXISTING IMPROVEMENTS

SECTION 402 – UTILITIES

402-7 LOCATION. [Add the following section]:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities prior to commencing work. **Contractor agrees**

to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

In the event the Contractor damages an existing utility line, the Contractor shall restore damaged utilities within three (3) working days.

Pursuant to Government Code Section 4215, if any main or trunkline utility facilities that are not indicated in the drawings, plans or specifications and are determined by Contractor to be located on the site of any construction project that is a subject of the contract, the City shall assume the responsibility for timely removal, relocation, or protection of the existing main or trunkline utility facilities. The Contractor will be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunklines in the plans or specifications. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays which are responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or contract to pay the cost of removal or relocation of existing utility facilities. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the Contract Plans or Specifications, Contractor shall immediately notify the Engineer and utility in writing. The public utility, whether they are the owner, has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

Appendix A

Not Used

Appendix B – Applicable Standard Plans



RETAINING WALL

Submittal/Permitting Guidelines

Permits are required for all retaining walls greater than 48 inches in height measured from the bottom of the footing to the top of the wall. Retaining walls require compliance with the 2019 CBC, CRC, CEC, CGBS and the 2019 California Energy Code.

Submittal Requirements

Retaining walls are subject to the standard plan review procedures of approximately 10 business days. Plan check submittals for the initial plan check require three (1) electronic pdf set of scaled drawings with the following information included. **PLEASE NOTE:** If *all* items on this list are not with the plans at the time of submittal, the plans **may be rejected** by the Counter Technician as incomplete. Even If the plans are accepted by the Counter Technician, they **may still be rejected** by the Plan Checker as incomplete.

1. **Site Plan** – Show surface drainage, lot dimensions, setbacks to property lines, building dimensions, easements, existing structures.
2. **Details** – Indicate footing sizes, drainage, reinforcing steel, wall height, etc.
3. **Design Professional's Stamp** – Every page of each set of plans must be wet stamped and signed by the Design Professional prior to permit issuance. (Business and Professions Code Section 6735(a) - to view this code see: <http://www.leginfo.ca.gov/calaw.html> and check Business and Professions Code and click "Search").
4. **Engineer's Structural Calculations** – One (1) pdf electronic set attached to the plan set may be required to justify lateral analysis, horizontal torsional moments, stability against overturning, anchorage, distribution of uniform loads and concentrated loads.
5. **Soils Report** – One (1) pdf electronic set may be required. See attached matrix to determine if a soils report is required.

Fees for Retaining Wall Permits:

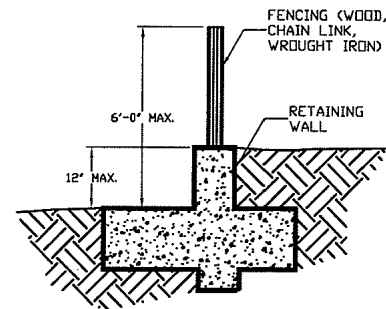
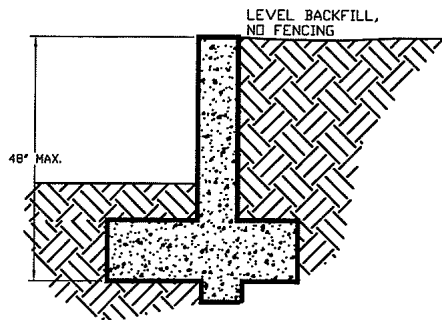
Retaining Wall Plan Check Fee	\$98.20 per 100sf
Retaining wall 3'-6' high (includes footing)	\$166.60 for up to 50lf + \$19.86 for each additional 50lf or portion thereof
Retaining wall 6'-10' (includes footing)	\$317.76 for up to 50lf + \$19.86 for each additional 50lf or portion thereof
Retaining wall 10' & higher (includes footing)	\$468.91 for up to 50lf + \$19.86 for each additional 50lf or portion thereof
Issuance Fee	\$88.27
SMIP Fee (Strong Motion Instrumentation and Seismic Hazard Mapping Fee)	\$0.00013 per \$1.00 of valuation with a minimum fee of \$0.50
State Title 24 Fee	\$1.00 per \$25,000 (or portion thereof) of valuation
State CASp Fee	\$4.00
Plans & Documents Fee	\$2.21 per page 11" x 17" or smaller & \$3.31 per page larger than 11" x 17"

If your project includes adding any electrical an Electrical Permit will also be required:

Fixtures Fee	\$18.76 per 100sf or \$18.76 per fixture
Issuance Fee	\$88.27
Plans & Documents	\$2.21
State CASp Fee	\$4.00

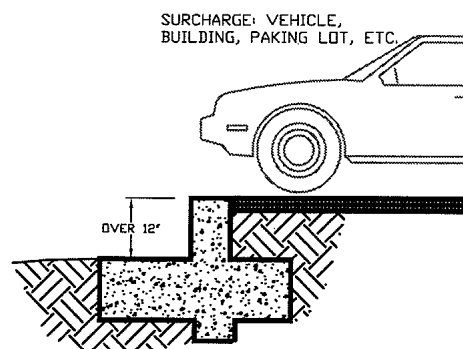
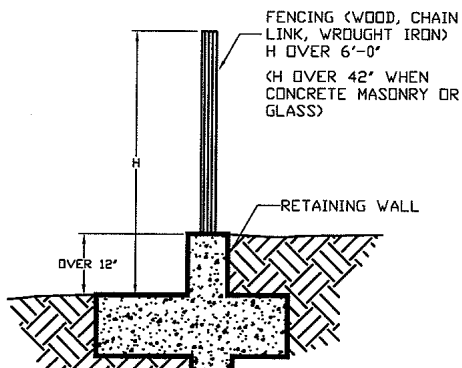
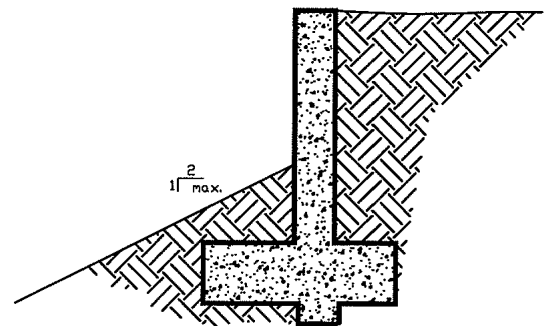
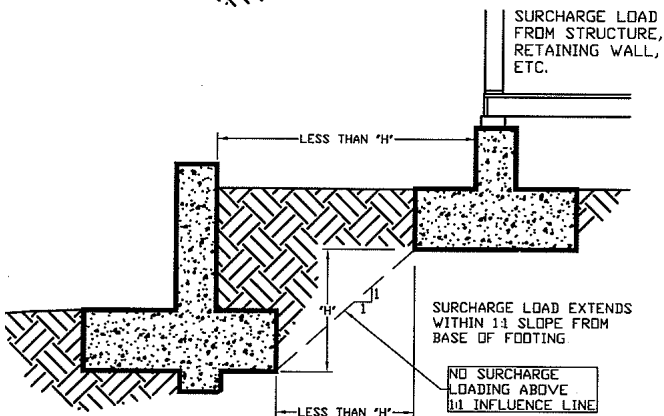
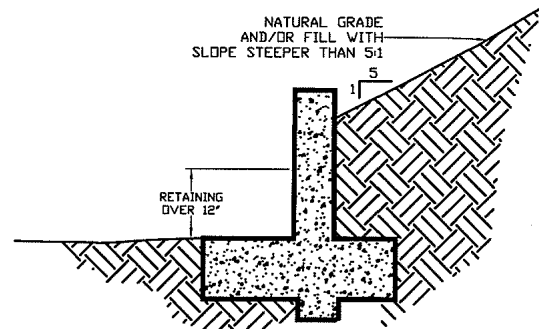
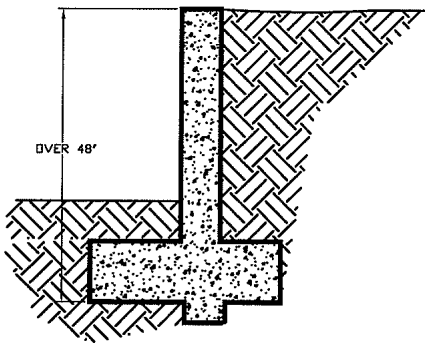
PERMITS ARE NOT REQUIRED FOR THE FOLLOWING CONDITIONS:

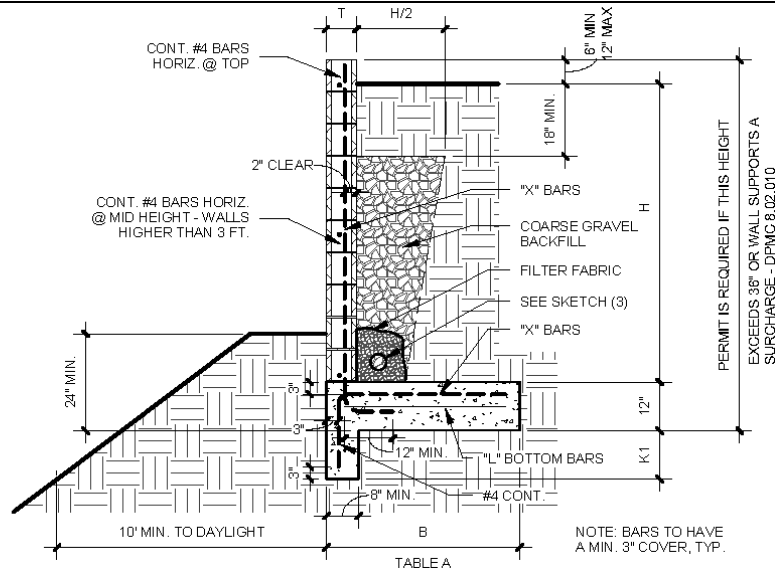
But-check with the Planning and Engineering Division prior to construction of any retaining wall to ensure that wall will not be built in a required setback or right-of-way.



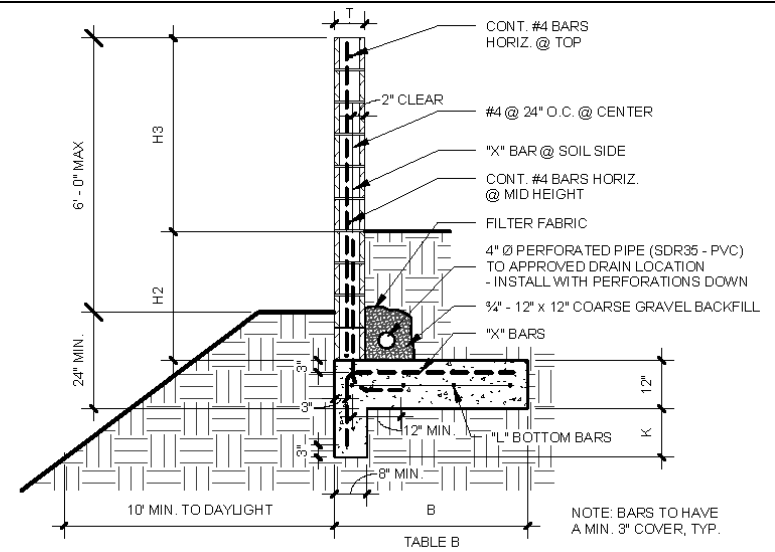
PERMITS ARE REQUIRED FOR THE FOLLOWING CONDITIONS:

ALL RETAINING WALL PLANS AND STRUCTURAL CALCULATIONS SUBMITTED FOR PERMITTING AND REVIEW SHALL BE SIGNED AND SEALED BY A CALIFORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER AND A SOILS REPORT MUST BE PROVIDED OR WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD DETAILS.

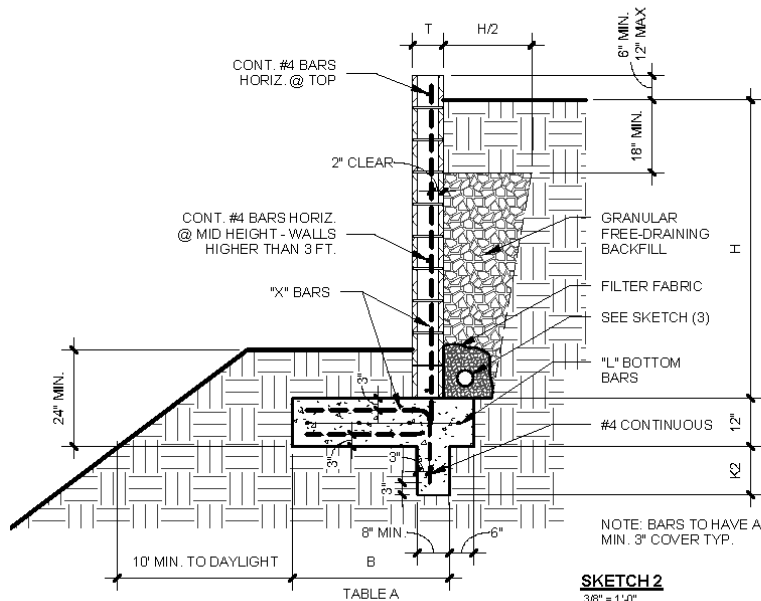




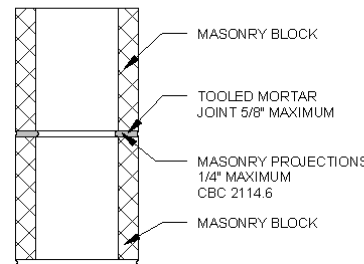
SKETCH 1
3/8" = 1'-0"



SKETCH 3
3/8" = 1'-0"



SKETCH 2
3/8" = 1'-0"



PRIOR TO GROUTING, THE GROUT SPACE SHALL BE CLEAN SO THAT ALL SPACES TO BE FILLED DO NOT CONTAIN MORTAR PROJECTIONS, MORTAR DROPPINGS, AND/OR OTHER FOREIGN MATERIALS. WALLS WITH EXCESS MORTAR DROPPINGS OR DEBRI WILL REQUIRE CLEANOUTS

MORTAR JOINT DETAIL
1 1/2" = 1'-0"

RETAINING WALL INFORMATION TABLE A						
H	B	T	X	L	K1	K2
>2' - 3'	3' - 0"	6"	#3 @ 24" O.C.	3 - #4	-	12"
>3' - 4'	3' - 8"	8"	#4 @ 24" O.C.	4 - #4	8"	18"
>4' - 5'	4' - 8"	8"	#5 @ 16" O.C.	4 - #5	12"	24"

SEE SKETCH (1) & (2)

FENCE / WALL INFORMATION TABLE B						
H3	H2	B	T	X	L	K
4' - 5'	1' - 2'	3' - 8"	8"	#4 @ 24" O.C. @ CL	4 - #4	-
3' - 4'	2' - 3'	4' - 0"	8"	#4 @ 16" O.C. @ CL	4 - #4	12"
2' - 3'	3' - 4'	4' - 6"	8"	#5 @ 16" O.C. @ CL	4 - #4	16"

SEE SKETCH (3)

VERTICAL BARS SHALL BE LAPPED 2 FEET WHERE NOT CONTINUOUS.
ALL HOOKS SHOWN SHALL BE STANDARD 90° HOOKS.
SOLID GROUT ALL CELLS FOR THE ENTIRE WALL
DESIGN BASED ON 60 PCF ACTIVE SOIL PRESSURE
2013 CALIFORNIA BUILDING CODE

INSTRUCTIONS:
HIGHLIGHT OR CIRCLE BOTH THE WALL SECTION TO BE USED AND THE WALL HEIGHT OF THE APPLICABLE TABLE.

NO SURCHARGE ALLOWED



**CITY OF LAGUNA HILLS
BUILDING DEPARTMENT**

**Retaining Wall Standard
2019 CBC**



City of Laguna Hills Matrix to Determine if a Soils Report and/or a Field Memo is Required

Project Type	Project Size	Design Soil Bearing Pressure ≤ 1500 psf for continuous and /or pad footing only	Foundation Clearance from Top of Slope per Figure 1808 .7.1	Both Soils Report & Field Memo Required	Field Memo Required Prior to Foundation Inspection	Neither Soils Report or Field Memo Required
New Building or Addition including attached Misc. Structures	≥ 1000 sqft	N/A	N/A	✓		
	from 401 to 1000 sqft	✓	✓		✓	
	≤ 400 sqft	✓	✓			✓
Detached Misc. Structures (Includes Patio Covers, decks, etc.)	> 400 sqft	$>1,500$ psf	✓	✓		
		✓	✓		✓	
		N/A	Closer than minimum required	✓		
	≤ 400 sqft	✓	✓			✓
Retaining Walls	≤ 6 ft	✓	✓		✓ (*)	
	> 6 ft	N/A	N/A	✓		
Two Story Additions	Any size			✓		

(*) Back fill 30 degree triangle with crushed rock; Perforated drain pipe provided at bottom of crushed rock fill; back fill is level and does not support any structures.

Variance or exceptions to these requirements will be reviewed and approved on a case by case basis by the Deputy Building Official or Building Official.

Appendix C – Project Plans

Project plans consist of detailed descriptions of work items as noted on the following pages.

Work Item #2: Replace Missing 16" x 16" Slate Veneer on Low Walls

Location: Various Locations Throughout the Site

Work Description:

- Remove existing grout and clean area to receive new grout.
 - Purchase and install new slate veneer to match existing color, texture and finish. Cut as required to fit area of missing pieces.
 - Use high strength grout to set veneer.
 - Provide veneer sample for review and approval by the City.
- Item will be paid "each location." The photograph example below would be counted as two (2) locations.



Work Item #3: Replace Missing Stacked Stone Veneer on Walls

Location: Throughout the Entire Site

Work Description:

- Remove existing grout and clean area to receive new grout.
 - Provide and install new stacked stone as necessary to fit area of existing missing stone.
 - Use high strength grout to attach stone.
 - Stone to be Rockey Mountain Quartzite.
 - Stone to match existing stone. Submit sample for review and approval by the City.
- Item will be paid “each location.” The photograph example below would be counted as one (1) location.

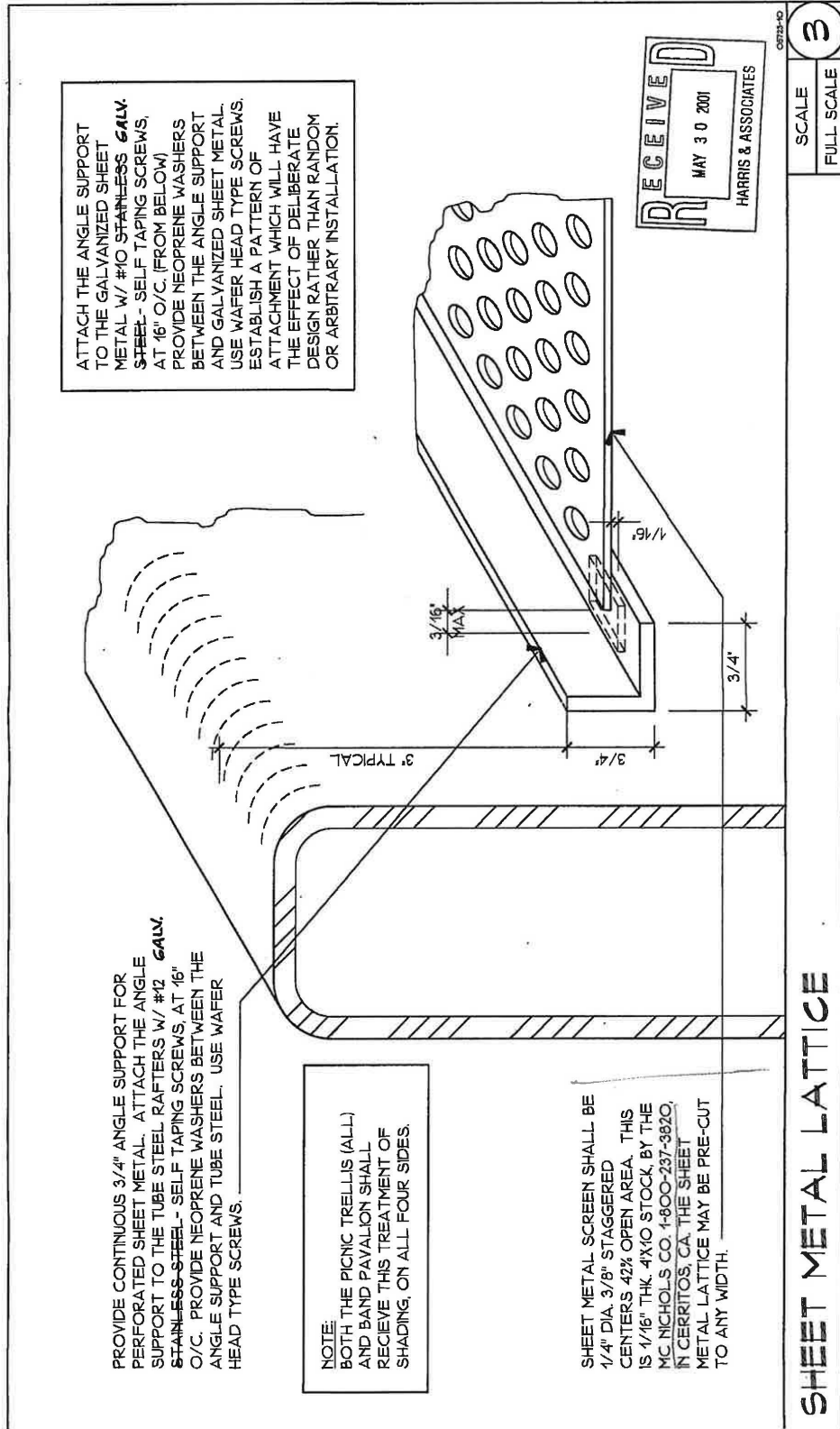


Work Item #4: Remove / Replace Missing & Damaged Shade Panels in Bandstand Shelter**Location:** Bandstand Shelter**Work Description:**

- Remove damaged Shade Panels and framing to be replaced. Properly dispose off-site.
- Panel size and configuration varies. Field-verify panel sizes.
- Fabricate and install new Shade Panels as necessary to replace damaged panels.
- Panel framing and mesh shall match existing metal type and thickness (see attached plan).
- Color of Panels shall match existing.
- Panels shall receive (2) coats of exterior metal primer and (2) coats of exterior metal paint.
- Provide Shop Drawings for Panel construction / fabrication, connections, etc. for review and approval by the City.

Contact: McNichols Company
1-800-237-3820





Work Item #5: Remove / Replace Missing & Damaged Shade Panels in Picnic Shelter

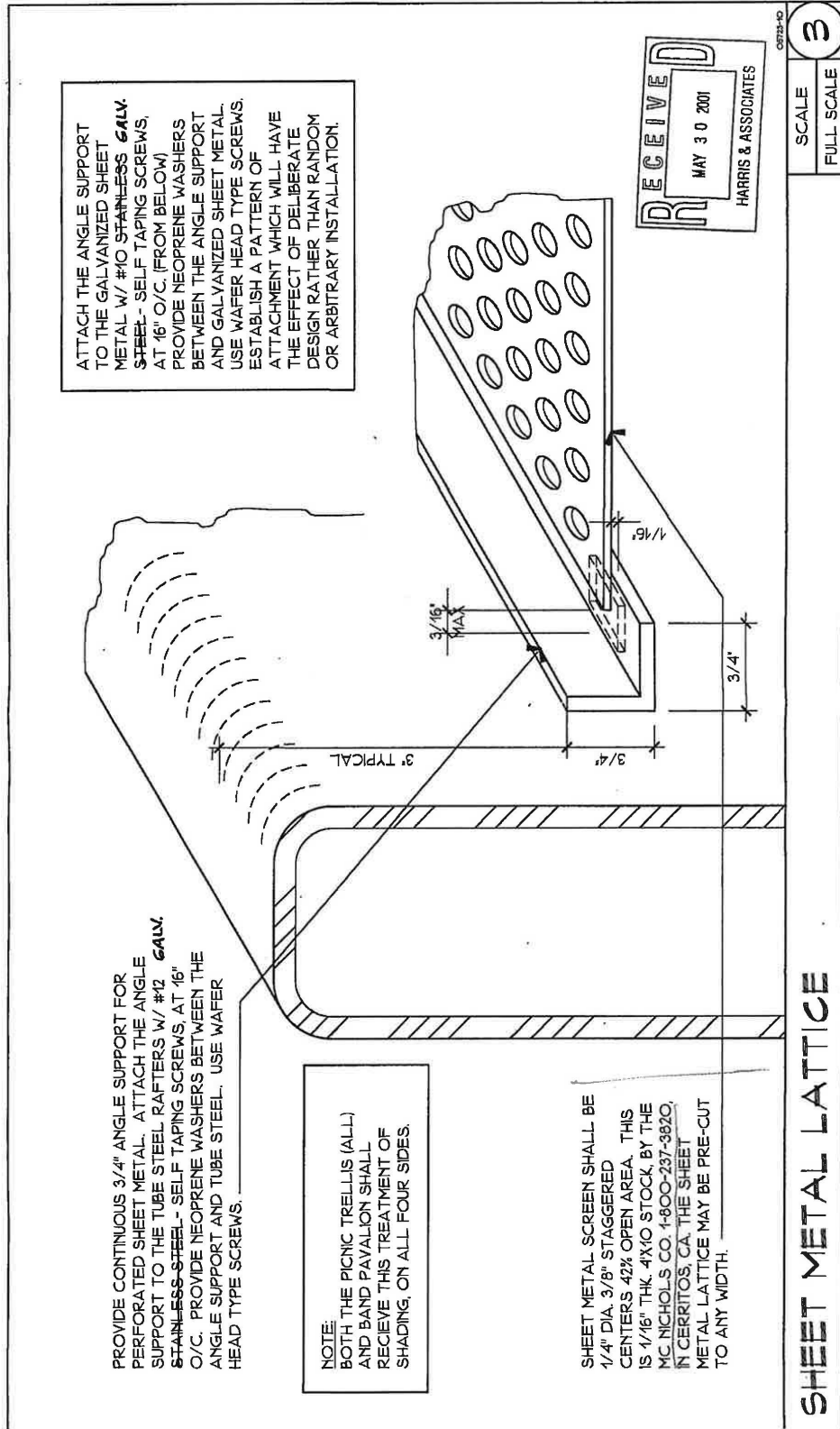
Location: Central Picnic Pavilion Shelter

Work Description:

- Remove damaged Shade Panels and framing to be replaced. Properly dispose-off site.
- Panel size and configuration varies. Field-verify panel sizes.
- Fabricate and install new Shade Panels as necessary to replace damaged panels.
- Panel framing and mesh shall match existing metal type and thickness (see attached plan).
- Color of Panels shall match existing.
- Panels shall receive (2) coats of exterior metal primer and (2) coats of exterior metal paint.
- Provide Shop Drawings for Panel construction / fabrication, connections, etc. for review and approval by the City.

Contact: McNichols Company
1-800-237-3820





Work Item #6: Remove / Replace (4) Decks on 5-12 Play Structure

Location: Upper Playground Area

Work Description:

- Remove and properly dispose of existing Decks off site.
- Purchase and install new Decks per manufacturer's recommendations.
- Provide submittal of Decks for review and approval by the City.

Replacement Decks to be:
Pipeline Model #91-10-63A

Available from:
Urban Site Solutions
Contact: Amy Minicelli
(760) 846-8506



Work Item #7: Construct 18" High Stacked Stone Retaining Wall at Toe of Slope at Rear of 2-5 Playground

Location: 2-5 Playground Area

Work Description:

- Prepare and submit plans for Retaining Wall for City approval. The City's standard retaining wall plan is attached in Appendix B.
- Obtain City "no fee" building permit and provide plans as necessary to obtain permit.
- Grade area immediately behind 2-5 Playground for retaining wall footing.
- Construct 18" **exposed height** concrete block wall with 8" CMU block per attached standard plan.
- Face all surfaces with Stacked Stone fascia to match other walls in the immediate area.



Example Retaining Wall Located Nearby



Work Item #8: Remove / Replace Recycled Wood Components on Playground Jeep

Location: Upper Playground Area

Work Description:

- Remove and properly dispose of existing “Recycled Wood Components” off site.
- Purchase and install new “Recycled Wood Components” to identical dimensions and positions.

Replacement “Recycled Wood Components” to be:
Pipeline Model #295414

Available from:
Urban Site Solutions
Contact: Amy Minicelli
(760) 846-8506



Work Item #9: Remove / Replace Slippery Steps on Tot Lot Grade Climber

Location: Tot Lot Playground

Work Description:

- Remove and properly dispose of existing Climber Steps off site.
- Purchase and install new Grade Climber per manufacturer's recommendations.
- Color to match existing.
- Provide submittal of Grade Climber for review and approval by the City.

Replacement Decks to be:
Pipeline Model #1633-3

Available from:
Urban Site Solutions
Contact: Amy Minicelli
(760) 846-8506



Work Item #10: Remove / Replace Concrete Benches with 6' "Plastisol" Benches**Location:** Central Picnic Pavilion Area**Work Description:**

- Remove and properly dispose of existing concrete benches off site by taking to concrete recycling facility.
- Purchase and install new benches per manufacturer's recommendations, including bolting down to concrete using bolts.
- Provide submittal of bench for review and approval by the City.

Bench to be:

Wabash Valley, Model No. CY420D: 6' Single Bench, Courtyard Collection, Diamond Pattern, Color: Bronze bench and frames

Available from:

Dave Bang Associates, Inc.

P.O. Box 1088

Tustin, CA 92781

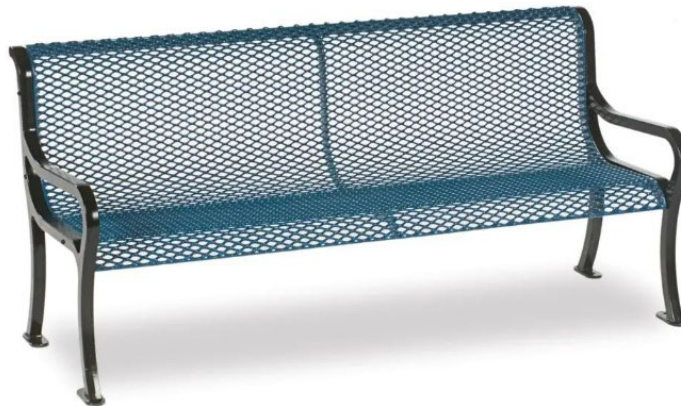
Contact: Alex Baron

(800) 669-2585 x 3111

Example of concrete bench to be replaced:



Representation of replacement bench. Color will actually be all one color, bronze.



Work Item #11: Remove / Replace Concrete Picnic Table with 8' "Plastisol" Table**Location:** Central Picnic Pavilion Area**Work Description:**

- Remove and properly dispose of existing concrete picnic table off site by taking to concrete recycling facility.
- Purchase and install Wabash Valley picnic table and two (2) Wabash Valley "Surface Mount Packages" per picnic table. Install per manufacturer's recommendations, including bolting down to concrete using surface mount packages.
- Provide submittal of picnic table and surface mount package for review and approval by the City.

Picnic Table to be:

Wabash Valley, Model No. SG111D: 8' Picnic Table with 2 3/8" o.d. frame, Signature Series - Portable, Diamond Pattern, Color: Bronze for "plastisol" tabletop, seats and legs.

Surface Mount Package to be:

Wabash Valley, Model No. SG135N: "Picnic Table Surface Mount Package for 2 3/8" Legs (Set of 2) – Classic Collection," Color: Bronze

Available from:

Dave Bang Associates, Inc.

P.O. Box 1088

Tustin, CA 92781

Contact: Alex Baron

(800) 669-2585 x 3111

Example of existing concrete picnic tables:



Example of replacement table



Work Item #12: Remove / Replace ADA-Accessible Concrete Picnic Table with ADA-Accessible 8' "Plastisol" Table

Location: Central Picnic Pavilion Area

Work Description:

- Remove and properly dispose of existing ADA-Accessible Concrete Picnic Table off site by taking to concrete recycling facility.
- Purchase and install Wabash Valley ADA-accessible picnic table and two (2) Wabash Valley "Surface Mount Packages" per picnic table. Install per manufacturer's recommendations, including bolting down to concrete using surface mount packages.
- Provide submittal of ADA-accessible picnic table and surface mount package for review and approval by the City.

Picnic Table to be:

Wabash Valley, Model No. SG115D: 8' ADA-Accessible Picnic Table with 2 3/8" o.d. frame, Signature Series - Portable, Diamond Pattern, Color: Bronze for "plastisol" tabletop, seats and legs.

Surface Mount Package to be:

Wabash Valley, Model No. SG135N: "Picnic Table Surface Mount Package for 2 3/8" Legs (Set of 2) – Classic Collection," Color: Bronze

Available from:

Dave Bang Associates, Inc.
P.O. Box 1088
Tustin, CA 92781
Contact: Alex Baron
(800) 669-2585 x 3111

Example of existing table:



Example of replacement table:



Work Item #13: Remove and Replace Resilient Surfacing on Upper Playground Swings

Location: Upper Playground Area

Work Description:

- City staff will mark removal limits in the field.
- Remove and properly dispose of damaged resilient surfacing off site.
- Purchase and install new resilient surfacing per manufacturer's recommendations.
- Blue color of resilient surfacing to match existing surfacing.



Work Item #14: Prepare / Paint Swings Post and Tire Swing Structure

Location: Upper Playground Area

Work Description:

- Provide paint and primer specifications and paint color chip for review and approval by the City. Paint color to closely match existing color.
- Sand down and prepare damaged surfaces of swing frames for painting.
- Paint all surfaces of swing frames with Dunn-Edwards Enduraprime Speciality primer.
- Paint two (2) coats of Dunn Edwards Endura-Coat exterior enamel metal paint in eggshell finish.



Work Item #15: Remove / Replace PCC Concrete Surfacing at Bench and Table Removal Sites

Location: Various

Work Description:

- Remove / Replace damaged PCC Concrete surfacing (minimum of 4" depth or full depth, whichever is less) in-kind. Broom finish texture and color to match existing.
- Provide written procedure for replacement for review and approval by the City.
- **Replacements may be irregularly shaped and will be in multiple patches totaling the SF shown in the bid schedule.**

Work Item #16: Remove / Replace Wood End-Screen & Chainlink Fabric with Specified Plastic Panel

Location: Little League Field – 1st & 3rd Base Dugouts

Work Description:

- Remove existing wood panels and chainlink fabric on existing frame at end of dugouts.
- Provide and install new 3/4" Starboard panel.
- See Detail #5 for more information.
- Color to be "Sandshade".
- Provide Shop Drawings of panel and attachment for review and approval by the City.

Starboard Panel and Cutting/Fabrication available from:
Paragon Plastics
1908 E. McFadden Avenue
Santa Ana, CA 92705
(888) 776-0000



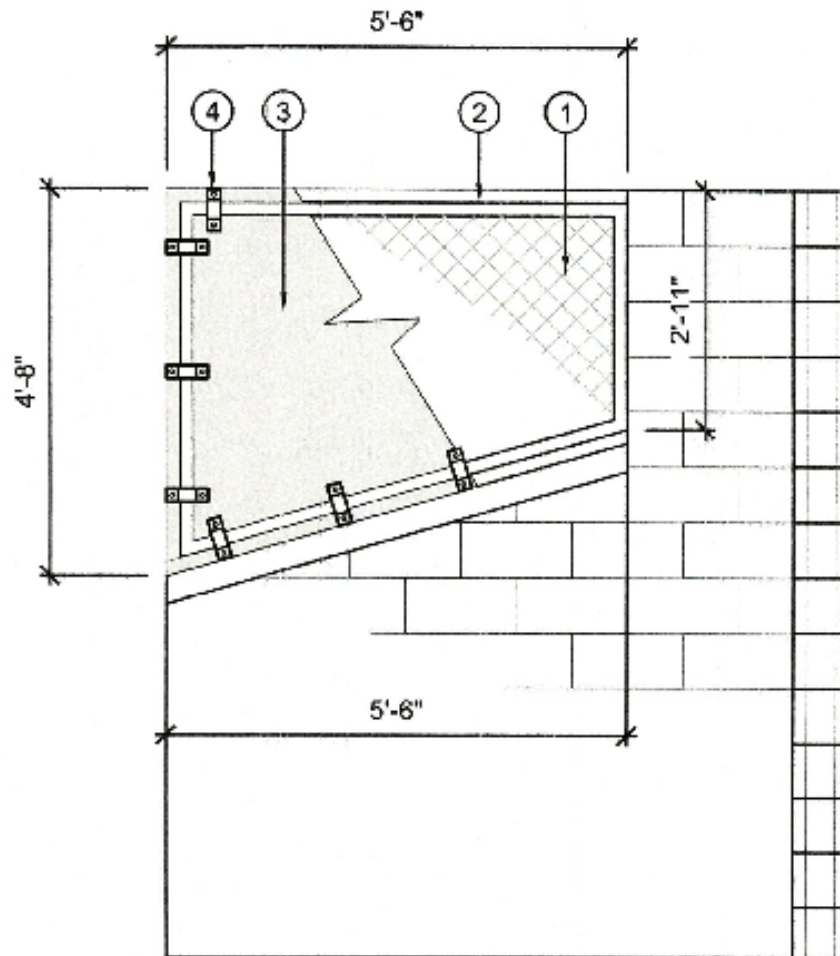
LEGEND

- ① REMOVE EXISTING CHAIN LINK FABRIC
- ② PROTECT-IN-PLACE EXISTING GALVANIZED PIPE FRAME
- ③ PROVIDE & INSTALL SOLID 3/4" THICK STAR BOARD PANEL
- ④ GALVANIZED STEEL BRACKETS @ 18" O.C.
- ⑤ PROTECT-IN-PLACE EXISTING BLOCK WALL

NEW PANEL TO BE:
3/4" THICK STAR BOARD

AVAILABLE FROM:
PARAGON PLASTICS
(888) 776-0000

DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING FOR CONSTRUCTION OF 3/4" THICK STAR BOARD PANEL, BRACKETS & FITTINGS FOR ATTACHING PANEL. USE TAMPER PROOF HARDWARE.



SCALE: N.T.S.

LHCC & SPORT COMPLEX
SITE IMPROVEMENTS

LITTLE LEAGUE 3rd BASE DUGOUT PANEL

DATE:
6/12/15

5

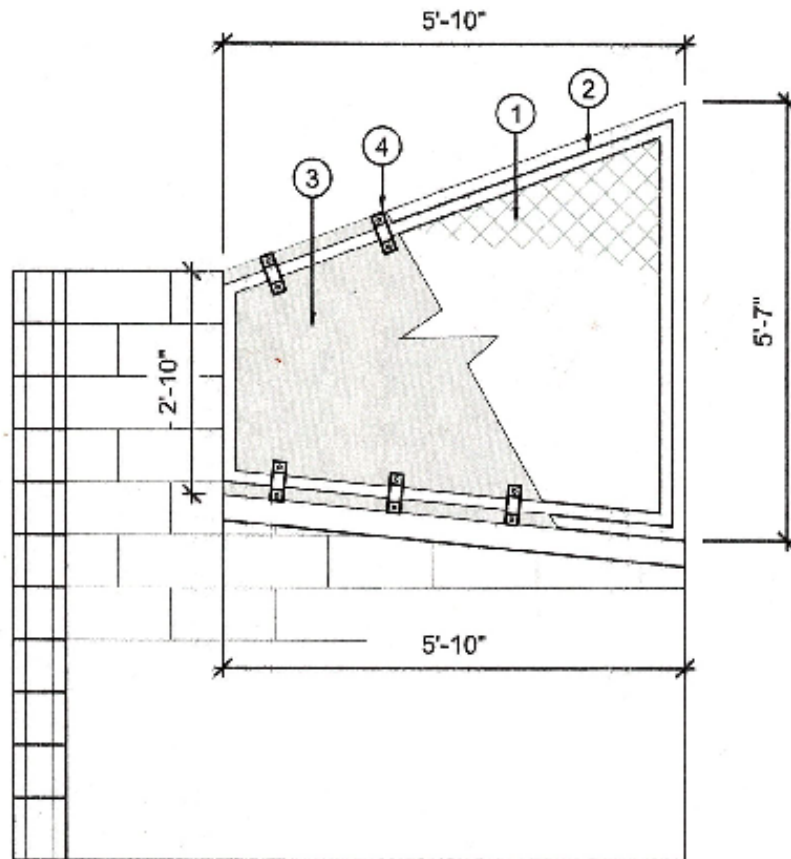
LEGEND

- ① REMOVE EXISTING CHAIN LINK FABRIC
- ② PROTECT-IN-PLACE EXISTING GALVANIZED PIPE FRAME
- ③ PROVIDE & INSTALL SOLID 3/4" THICK STAR BOARD PANEL
- ④ GALVANIZED STEEL BRACKETS @ 18" O.C.
- ⑤ PROTECT-IN-PLACE EXISTING BLOCK WALL

NEW PANEL TO BE:
3/4" THICK STAR BOARD

AVAILABLE FROM:
PARAGON PLASTICS
(888) 776-0000

DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING FOR CONSTRUCTION OF 3/4" THICK STAR BOARD PANEL, BRACKETS & FITTINGS FOR ATTACHING PANEL. USE TAMPER PROOF HARDWARE.



SCALE: N.T.S.

LHCC & SPORT COMPLEX
SITE IMPROVEMENTS

LITTLE LEAGUE 1st BASE DUGOUT PANEL

DATE:
6/12/15

6

Work Item #17: Remove / Replace PCC Concrete Surfacing at Skate Park Bowl**Location:** Skate Park Bowl**Work Description:**

- Remove / Replace damaged PCC Concrete surfacing (minimum of 4" depth or full depth, whichever is less) in-kind. Smooth texture and color to match existing.
- Provide written procedure for replacement for review and approval by the City.
- Secure exploratory work areas as directed by the City prior to replacement work.
- **Replacements may be irregularly shaped and may be in multiple patches totaling the SF shown in the bid schedule.**

Photo at right shows example of past PCC concrete pavement replacement:



Work Item #18: Route Out and Grout Cracks in Skate Park Bowl**Location:** Skate Park Bowl**Work Description:**

Contractor to Provide Written Scope of Work

- Provide written description of routing and crack filing procedure for approval by the City. Contractor shall recommend modifications, if any, to the procedure outlined below.

Color Sample

- Prepare color sample for review by the City. Create a 6" x 6" wooden box form, and prepare mortar according to instructions with color additive to match existing color in skate park bowl.

Work Procedure

- Prepare crack by creating a slot at the surface approximately 1" wide and 1" deep by using a concrete saw, hand tools, or pneumatic tools. Clean the groove by air blasting or sandblasting.
 - Prepare low water content mortar by hand with color additive. Mortar should stand for ¼ hour after mixing and then should be remixed prior to use to create a thick consistency.
 - Mortar should be placed in layers with a maximum thickness of 3/8 inch for each layer. Each layer should be thoroughly compacted over the surface using a blunt stick or hammer, and each underlying layer should be scratched to facilitate bonding with the next layer. The repair should be cured by using either water or a curing compound.
 - Final surface texture shall be smooth to match existing texture, and final color of mortar shall match existing surrounding color of concrete.
- **Replacements may be irregularly shaped and may be in multiple patches totaling the SF shown in the bid schedule.**

Example of Cracks in Skate Park Bowl



Work Item #19: Remove Hockey Rink Perimeter Netting and Install New Chain Link Fabric

Location: Hockey Rink

Work Description:

- Remove and legally dispose of Hockey Rink Perimeter Fence Fabric.
- Purchase and install new Chain Link Fabric on existing poles and frames.
- Chain Link Fabric shall be rolls with full height of 12'-0", 2" mesh, 9-gauge (0.148") steel wire, kneeled salvage top and bottom, to create smooth edges. Finish: Hot Dip Galvanized, ASTM A392, Class, 1.2 ounces zinc per square foot of surface. Coated after fabric fabrication.
- Work item shall include all chainlink fabric replacement and frame repairs/replacements.



Work Item #20: Remove / Replace Shade Fabric on Backstop Roof

Location: Little League Field Dugouts (2 locations)

Work Description:

- Remove and properly dispose of existing dugout shade fabric off site.
- Provide and install new dugout 86% shade mesh cloth, with weight of 10.32 oz/sq. yd.
- Provide submittals of shade cloth and attachment hardware for review and approval by the City.

Shade Cloth to be:

Thoroweave 990 Super Mesh 100% Polyethylene material, Green in color

Available from:

Steve@asgardweb.com



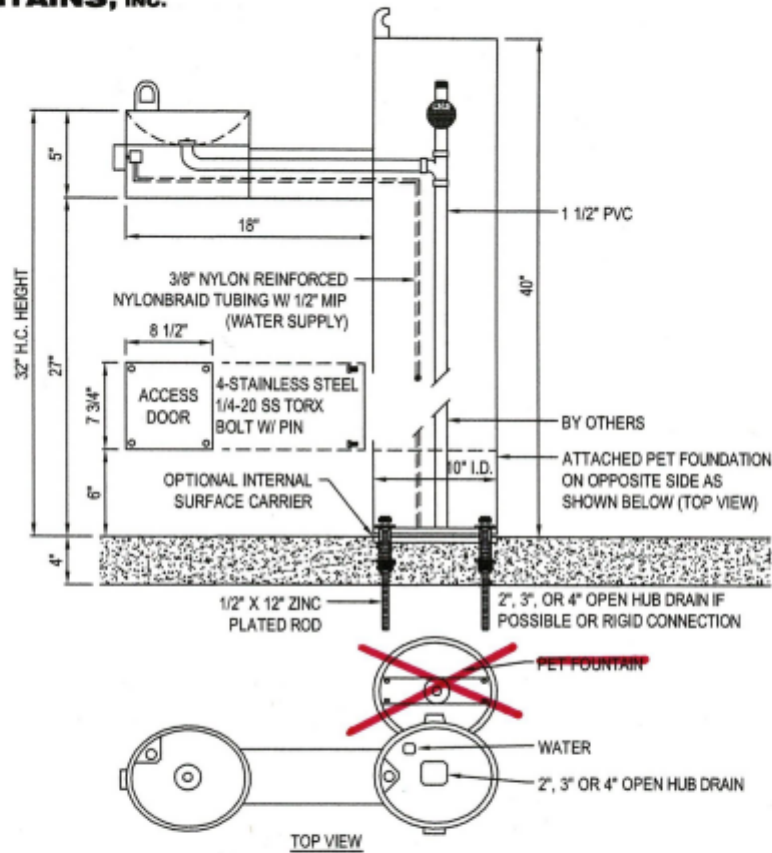
Work Item #21: Remove / Replace ADA Drinking Fountain**Location:** (3) Locations**Work Description:**

- Remove and properly dispose of existing drinking fountain off site.
- Clean / clear existing drainline.
- Provide and install new drinking fountain.
- New drinking fountain to be Model 440SM as shown on next page.
- Provide drinking fountain submittal for review and approval by the City.



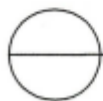


MOST DEPENDABLE FOUNTAINS, INC.
5705 COMMANDER DR. P.O. BOX 587
ARLINGTON, TN 38002-0587
PHONE: (901) 867-0039
www.mostdependable.com



NOTES:

1. MEETS ADA REGULATIONS.
2. OPTIONAL STAINLESS STEEL SURFACE CARRIER RECOMMENDED.
3. SHOWN WITH OPTIONAL 10 STAINLESS STEEL SURFACE CARRIER, ATTACHED PET FOUNTAIN.
4. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
5. DO NOT SCALE DRAWING.
6. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
7. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
8. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3354-1.51.



MODEL 440 SM

SHOWN W/ OPTIONAL SS SURFACE CARRIER, PF



3354-1.51

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REVISION DATE 07/20/2016

CADdetails.com

Work Item #22: Replace 8" Wide Teak Board Seating around 5-12 Playground Structure

Location: 5-12 Playground Area

Work Description:

- Remove existing teak boards and dispose of properly off-site.
- Cut to length and install new teak boards with new stainless steel bolts and washers.
- Sand and prepare teak wood seating for finishing, sanding in the direction of the wood grain.
- Thoroughly wipe down and clean wood.
- Apply two coats of Miniwax Helmsman Teak Oil, Natural Color Semi-transparent Stain according to manufacturer instructions.



Work Item #23: Repair Concrete Playground Information Sign Stand**Location:** 5-12 Playground Area**Work Description:**

- Repair is limited to the irregular-shaped “stand” in the lower left of the sign assembly.
- Repair stand to match undamaged stand on the other playground sign.
- Paint repaired stand to match the other playground sign.

Photo of Desired Outcome**Existing Condition**

Work Item #24: Remove / Replace Concrete Bollard Light

Location: Community Center East Entrance

Work Description:

- Remove existing bollard light and properly dispose off site.
- Purchase & install new concrete bollard and reconnect electrical.
- Provide safety / security as necessary to the Public during demolition and construction.
- Provide submittal of bollard for review and approval by the City.
- Obtain City electrical permit at “no fee” and provide plans as necessary to obtain permit.

Concrete Bollard to be:

Quick Crete Products

Model # QR-1BLB

Color & Finish to match existing Bollards

Available from:

Quick Crete Products

P.O. Box 639

731 Parkridge Avenue

Norco, CA 92860

Contact: Brian Gotz

(714) 309-6564



Work Item #25: Remove and Replace Shade Sail at 5-12 Playground**Location:** 5-12 Playground Area**Work Description:**

- Remove and properly dispose of existing shade fabric off-site.
- Provide and install new Custom Canopies Replacement 40' x 35' x 35' triangle shade sail fabric shade top with new cable and hardware from Dave Bang Associates, Inc.
- Provide submittals of shade cloth and attachment hardware for review and approval by the City.

Shade cloth to be:

Custom Canopies Replacement 40' x 35' x 35' triangle shade sail fabric shade top with new cable and hardware from Dave Bang Associates, Inc.

Available from:

Dave Bang Associates, Inc.

P.O. Box 1088

Tustin, CA 92781

Contact: Alex Baron

(800) 669-2585 x 3111



Work Item #26: Install New 8" x 24" Concrete Cap on Existing Wall

Location: Hockey Rink Area

Work Description:

- Chip away and remove any loose mortar on top of existing wall.
- Provide and install new 8" x 24" concrete cap block on existing wall using concrete mortar.
- Provide submittals of concrete cap and mortar specifications for review and approval by the City.

Photos of remaining existing concrete cap, and of wall with missing concrete block cap



Work Item #27: Remove Existing Post-Mounted Benches and Replace 8' Metal Benches Mounted to Sidewalk

Location: Hockey Rink Area

Work Description:

- Remove and properly dispose of existing post-mounted benches.
- Purchase and install new benches per manufacturer's recommendations, including bolting to sidewalk using bolts.
- Provide submittal of bench for review and approval by the City.

Bench to be:

Wabash Valley, Model No. CY420D: 6' Single Bench, Courtyard Collection, Diamond Pattern, Color: Bronze bench and frames

Available from:

Dave Bang Associates, Inc.

P.O. Box 1088

Tustin, CA 92781

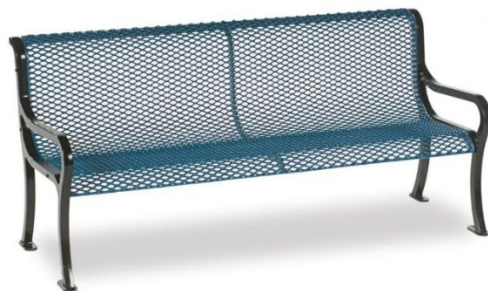
Contact: Alex Baron

(800) 669-2585 x 3111

Post-mounted benches to be removed:



Representation of replacement bench. Color will actually be all one color, bronze.



Work Item #28: Remove Existing Concrete Trash Receptacle and Replace with New Trash Receptacle

Location: Various

Work Description:

- Remove and properly dispose of existing concrete receptacle.
- Purchase and install new Wabash Valley receptacle per manufacturer's recommendations, including bolting to sidewalk.
- Provide submittal of receptacle for review and approval by the City.

Each complete trash receptacle consists of:

1 x Wabash Valley Platisol Coated Outdoor Trash Receptacle – Classic Collection
 Model No. LR300S, Material: Platisol, Door: Without Side Door, Color: Bronze, Size: 32 Gallon,
 Pattern: Slat
 1 x Wabash Valley Receptacle Liner, Model No. LR310N, 32 Gallon
 1 x Wabash Valley Trash Can Lid, Model No. FT110N, Inward Slope, 14" Diameter, Bronze
 Color
 2 x Wabash Valley Mount – Classic Collection – Color: Dark Bronze

Available from:
 Dave Bang Associates, Inc.
 P.O. Box 1088
 Tustin, CA 92781
 Contact: Alex Baron
 (800) 669-2585 x 3111

Representations of Trash Receptacle, Receptacle Lid, and Receptacle Liner



Work Item #29: Remove Existing Concrete Recycling Receptacle and Replace with New Recycling Receptacle

Location: Various

Work Description:

- Remove and properly dispose of existing concrete receptacle.
- Purchase and install new Wabash Valley receptacle per manufacturer's recommendations, including bolting to sidewalk.
- Provide submittal of receptacle for review and approval by the City.

Each complete recycling receptacle consists of:

1 x Wabash Valley Plastisol Coated Outdoor Trash Receptacle – Classic Collection
Model No. LR300S, Material: Plastisol, Door: Without Side Door, Color: Bronze, Size: 32 Gallon,
Pattern: Slat (Same Type and Model as in Item #28)
1 x Wabash Valley Receptacle Liner, Model No. LR310N, 32 Gallon (Same Type and Model as
in Item #28)
1 x Wabash Valley Recycling Can Lid, Model No. FT106N, Color: Black
2 x Wabash Valley Mount – Classic Collection – Color: Dark Bronze

Available from:
Dave Bang Associates, Inc.
P.O. Box 1088
Tustin, CA 92781
Contact: Alex Baron
(800) 669-2585 x 3111

Representations of Receptacle, Receptacle Lid, and Receptacle Liner



Work Item #30: Paint Existing Utility Building Adjacent to Skate Park Bowl**Location:** Skate Park Bowl**Work Description:**

- Provide submittal of Dunn Edwards paint specifications and color chips for review and approval by the City. Colors to closely match existing or as chosen by the City.
- Remove any stickers, vines, and other vegetation from doors and building.
- Power wash existing stucco walls on utility building, and capture wash water runoff and dispose of properly into the sanitary sewer system. Do NOT allow wash water runoff to enter on-site storm drain inlets.
- Sand existing roofline fascia boards and door frames to allow for adhesion of paint.
- Tape and cover any surfaces not to be painted.
- Paint exterior stucco, walls, doors, and fascia boards of building with one coat of Dunn Edwards EZ-Prime primer (for wood) or EFF-STOP (for stucco, metal and brick) primer, and two coats of Dunn Edwards SPARTASHIELD flat finish exterior paint (for stucco, wood, and brick) or Dunn Edwards Endura-Coat exterior enamel metal paint in eggshell finish (for metal doors) using paint sprayer. Allow paint to fully dry between coats of paint. Alternatively, contractor may prime and paint fascia boards and door frames using rollers.
- Dispose of any trash and paint materials properly off-site.



Appendix D – Building Permit Application

The City requires applications for Building Permits, including electrical permits, to be submitted online:

<https://lagunahillsca.gov/173/BuildingSafety-Division>

Permits will be issued “no fee” by the City of Laguna Hills.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

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

RECOMMENDATION: That the City Council: 1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and 2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2022 to January 2023.

SUMMARY:

In 2012, the City entered into a Development Agreement with Laguna Hills Investment Company for the redevelopment of the Oakbrook Village Shopping Center. In 2014, Laguna Hills Investment Company assigned an interest in the Development Agreement to Oakbrook Urban Village I, LLC, the developer of the Phase 1 residential portion of the Project. In 2015, the City and the two property owners entered into Amendment No. 1 to the Development Agreement. In 2016, the City and the two property owners entered into Amendment No. 2 to the Development Agreement. The Development Agreement, as amended, provides for a general renovation program for the shopping center, including the establishment of a mixed-use residential development within the property, along with significant property improvements. The project is more specifically described herein.

The Municipal Code and the Development Agreement establish the City Council will annually review the Owners' good faith compliance with the terms of the Development

Agreement. To support the City's determination, the Owner has provided a description of the activities it has undertaken to comply with the Agreement. These activities are described in Attachment A.

Staff has reviewed the list of activities identified in the progress letter and agrees that the Owner has complied in good faith with the Agreement. Additionally, staff has met recently with the Owner to discuss the pending expiration of the Agreement.

AUTHORITY:

Section 9-84.060 (Periodic Review) of the Laguna Hills Municipal Code states:

"Each development agreement shall be reviewed annually by the City Council to determine compliance with provisions contained therein. A report of the findings of that review shall be made a part of the project record. Each developer or owner of land subject to a development agreement shall provide written data and report to the Community Development Director demonstrating compliance with the terms and conditions of the agreement."

Section 18 of the Development Agreement also provides for the City's periodic review, at least every 12 months, of the Owners' good faith compliance with the terms of the Development Agreement. At the time of each review, the property owner is to submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of the Development Agreement. The City Council then determines whether or not the property owner has, for the period under review, complied in good faith with the terms and conditions of the Development Agreement.

BACKGROUND:

In 2012, the Laguna Hills Investment Company, the owner of the Oakbrook Village Shopping Center, located at 24231-24391 Avenida de la Carlota in the Urban Village Specific Plan area, filed zoning applications requesting land use entitlement approvals for the redevelopment of Oakbrook Village Shopping Center with a two-phased mixed-use development (the "2012 Project"). The 2012 Project contemplated the development of up to 489 residential dwelling units (289 in Phase 1 and up to 200 in Phase 2) in multistory residential buildings and approximately 82,575 square feet of new commercial/retail space (23,974 in Phase 1 and 58,600 in Phase 2), along with building façade enhancements, pedestrian paseos (walkways), village greens, landscaping, and

connectivity to the former Five Lagunas. To accommodate this new construction, the 2012 Project contemplated that a significant portion of the existing commercial building area would be demolished, resulting in a net total of at least 132,200 square feet of commercial/retail space in the center after completion of Phase 1 and at least 125,000 square feet of commercial/retail space within the center after completion of Phase 2.

On November 13, 2012, the Planning Agency adopted Resolution No. PA2012-11-13-1 approving Site Development Permit/ Master Sign Program/ Conditional Use Permit/ Parking Use Permit/ Vesting Tentative Tract Map/ Precise Plan/ Development Agreement No. 12-11-2137 for Phase 1 of the 2012 Project (the "Phase 1 Project Approvals"), subject to specified conditions of approval.

On November 27, 2012, the City Council adopted Ordinance No. 2012-4 approving a Development Agreement between the City and the Laguna Hills Investment Company pertaining to Phase 1 and Phase 2 of the 2012 Project (the "Development Agreement"), which Development Agreement became effective December 28, 2012 and was recorded in the Official Records, Orange County Clerk-Recorder's Office on January 2, 2013, as Document No. 2013000002329. The Development Agreement contains specific provisions regarding the timing of development of Phase 1 components of the Project, the provision of public art, and the completion of required public improvements. The new commercial space in Phase 1 includes development of two "Deferred Retail Pads" which, pursuant to the Development Agreement, may be completed at any time prior to, or concurrently with, Phase 2. In addition, the Development Agreement provides that, subject to obtaining all applicable Subsequent Development Approvals, in lieu of one or both of the Deferred Retail Pads, the property owner may develop an equivalent or greater amount of new retail space on the property. The initial Term of the Development Agreement runs for 11 years (through December 28, 2023), with an automatic 4-year extension (through December 28, 2027) if, prior to expiration of the initial Term, Owner has completed Development of all portions of Phase 1 of the Project and has obtained all Phase 2 Project Approvals. To date, Owners have not submitted an application for the Phase 2 Project Approvals.

On February 11, 2014, the Planning Agency adopted Resolution No. PA2014-02-11-2 making modifications to certain Conditions of Approval of the Phase 1 Project Approvals related to the early issuance of building permits and other project sequencing matters.

On April 24, 2014 Laguna Hills Investment Company assigned an interest in the Development Agreement to Oakbrook Urban Village I, LLC, as described and as set forth

Oakbrook Village Development Agreement Compliance
February 28, 2023
Page 4

in that certain Assignment of Development Agreement dated April 24, 2014, as recorded in the Official Records, Orange County, Clerk Recorder, on April 2, 2014, bearing document number 2014000157001.

On July 8, 2014, the City Council approved Operating Memorandum No. 1 to the Development Agreement to clarify certain matters pertaining to the provision of public art in conjunction with the project. Under operating Memorandum No. 1, the deadline for the installation of the public art was moved from the first residential Certificate of Occupancy to the last residential Certificate of Occupancy.

Laguna Hills Investment Company and Oakbrook Urban Village I, LLC (collectively, the "Owners") subsequently proposed an Amendment No. 1 to the Project Development Agreement to extend the time periods for commencement or completion of certain on-site improvements in Phase 1 of the Project. On February 10, 2015, the Planning Agency adopted Resolution No. PA2015-02-10-1 modifying Condition of Approval No. 47 of the Phase 1 Project Approvals to extend time frames related to the construction of the pedestrian and parking lot paseos consistent with the proposed Amendment No. 1 to the Project Development Agreement. On February 24, 2015, the City Council adopted Ordinance No. 2015-3 approving Amendment No. 1 to Development Agreement, which Amendment No. 1 to Development Agreement became effective March 27, 2015, and was recorded in the Official Records, Orange County Clerk-Recorder's Office on March 31, 2015, as Document No. 2015000163595.

On July 14, 2015, the City Council approved the First Amendment to the Operating Memorandum No. 1 to the Development Agreement, which modified Section 3.4 of the Operating Memorandum to require that the public art for Phase 1, specified in the approved Final Public Art Plan, be furnished and installed by the Owner prior to October 31, 2016.

The Owners subsequently proposed an Amendment No. 2 to the Development Agreement to modify the timing, location, and scope of development of certain on-site pedestrian, landscaping, and façade improvements. On March 8, 2016, the Planning Agency adopted Resolution No. 2016-03-8-1 amending Resolution Nos. PA2015-02-10-1, PA2012-11-13-1 and PA2014-02-11-2 to modify Condition of Approval No. 47 of the Phase 1 Project Approvals to be consistent with the Development Agreement, as amended by Amendment Nos. 1 and 2 to Development Agreement, and to modify Condition of Approval No. 54 of the Phase 1 Project Approvals to extend the time period by which Owner is required to construct secondary entry signs. On March 22, 2016, the

Oakbrook Village Development Agreement Compliance
February 28, 2023
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City Council adopted Ordinance No. 2016-2 approving Amendment No. 2 to Development Agreement, which Amendment No. 2 to Development Agreement became effective April 22, 2016, and was recorded in the Official Records, Orange County Clerk-Recorder's Office on April 26, 2016, as Document No. 2016000181582.

On March 22, 2016, the Planning Agency and City Council approved the Five Lagunas Project, which proposed the redevelopment of the Laguna Hills Mall shopping center to the north of the Oakbrook Village Shopping Center (and also within the UVSP) into a mixed-use urban village center branded “Five Lagunas” (the “Five Lagunas Project”).

On August 23, 2016, the City Council approved the Second Amendment to Operating Memorandum No. 1 to the Development Agreement, which further extended the date to furnish and install the public art for Phase 1 to February 28, 2017.

On February 27, 2017, the City Council approved the Third Amendment to Operating Memorandum No. 1 to the Development Agreement. The Amendment extended the date by which the Owner was required to have furnished and installed the public art for Phase 1 to April 30, 2017.

In August 2017, the Owner submitted an application for a Subsequent Development Approval in accordance with the Development Agreement for the 2012 Project for Site Development Permit/Master Sign Program Amendment No. 8-17-3965 (a) to demolish the existing vacant 7,800 square foot Lone Star restaurant building, (b) to construct two new commercial/retail buildings (approximately 20,650 square feet total) in place of the existing Lone Star restaurant and in lieu of constructing one of the Deferred Retail Pads, (c) to modify the parking area and construct the relocated Parking Lot Paseo #2 and new East-West Parking Lot Paseo 2A described in Amendment No. 2 to the Development Agreement; and (d) to amend the Master Sign Program for the Oakbrook Village mixed-use commercial center (collectively, the “2018 Project”). On April 10, 2018, the Planning Agency and City Council adopted Resolution No. PA2018-04-10-1 approving the 2018 Project, subject to specified conditions of approval.

On September 6, 2018, the City issued building permits (COM-11-17-15833, 15834, 15836) to begin construction on the 2018 Project.

In June 2019, construction of the 2018 Project was completed, and the Trader Joe’s grocery store relocated from its previous location in Oakbrook Village into one of the new commercial/retail buildings.

On March 8, 2022, the Planning Agency and City Council approved Merlone Geier Partner's ("MGP") Village at Laguna Hills Project, which proposed the further redevelopment of the Laguna Hills Mall/Five Lagunas project.

No development activity occurred in Oakbrook Village in 2022. However, staff has with the Owner to discuss the pending expiration of the Agreement.

Summary of Improvements Completed to Date

To date, the mixed-use building containing 289 residential units above ground-floor commercial tenant spaces (Reata), the Phase 1 Village Green, the required façade upgrades of the remaining buildings, and certain pedestrian paseos and other required Phase 1 Public Improvements have been completed. In addition, in April 2017, the public art piece approved by the City Council was installed at the Plaza Green of the Reata Apartments and serves as a community gathering place.

Future improvements remaining to be completed include the following:

- **Development of the second Deferred Retail Pad.** Pursuant to Section 5.4.2 of the Development Agreement, this may be completed at any time prior to, or concurrently with, development of Phase 2.
- **Hillside Pedestrian Paseo.** Pursuant to Section 4.B of Amendment No. 2 to the Development Agreement, the Hillside Pedestrian Paseo are to be completed on or before (a) the date that is six (6) months after the date the City issues the first certificate of occupancy for a new commercial building on the Five Lagunas Property adjacent to Oakbrook Village in the approximate location identified as "Building B" on Exhibit D to Amendment No. 2, or (b) December 28, 2023, whichever occurs first. To date, the referenced "Building B" of the Five Lagunas project has not yet been constructed. While MGP received approval to modify the Five Lagunas Project and rebrand the modified project the "Village at Laguna Hills Project," the approval includes a residential building, Building III, located in the same location as Building B of the Five Laguna's Project.
- **Improvements Along the North Property Line other than the Hillside Pedestrian Paseo.** Pursuant to Section 4.C of the Amendment No. 2 to the Development Agreement, in lieu of construction of a pedestrian trail, Owner is to plan and construct new, enhanced landscape improvements and vehicular and pedestrian connections at the north Property line, which create coordinated and compatible

linkages at the north Property boundary line between Oakbrook Village and the Five Lagunas Property. This will require coordination and cooperation between the Owners and MGP, and approval of Subsequent Development Approvals by the City. Pursuant to Amendment No. 2 to the Development Agreement, these improvements are to be completed on or before (a) the date that is six (6) months after the date the City issues the first certificate of occupancy for a new residential building on the MGP property near Oakbrook Village in the approximate location identified as “Building A” on Exhibit D to Amendment No. 2, or (b) December 28, 2023, whichever occurs first. Amendment No. 2 to the Development Agreement also provides for the Owners to submit a complete application for Subsequent Development Approvals to construct these north property line improvements on or before (a) the date that is 180 days after the date on which the City approves entitlements for construction of the referenced Building “A” on the Five Lagunas Property, or (b) March 2, 2017, whichever occurs last.

MGP received approval to modify the Five Lagunas Project and rebrand the modified project the “Village at Laguna Hills Project” with a Development Agreement for that project that requires the owner to complete construction and installation of all vehicular and pedestrian connections at the north property line between the two properties. As such, the north property line improvements contemplated in the Oakbrook Village DA will be completed, even if the Oakbrook DA expires on December 28, 2023.

- **The Phase 2 improvements.** These are currently contemplated to include, without limitation: (i) a maximum of 200 additional multi-family residential units; (ii) a minimum of 27,000 square feet of new retail space within the residential/retail mixed-use structures or on other areas on the Property; (iii) such additional new retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space on the Property; (iv) an approximately 7,000 square foot secondary village green area directly adjacent to the Phase 1 village green area; (v) a potential reconstructed north-south pedestrian paseo pursuant to Section 6.A of Amendment No. 2 to the Development Agreement; (vi) a potential new east-west pedestrian paseo pursuant to Section 6.B of Amendment No. 2 to the Development Agreement; and (vii) new light poles pursuant to Section 6.C of Amendment No. 2 to the Development Agreement. Pursuant to Section 5.4.4 of the Development Agreement, in the event the Owners elect to proceed with the development of Phase 2, they must apply for

Oakbrook Village Development Agreement Compliance

February 28, 2023

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all Phase 2 Project Approvals simultaneously. If Owners have not completed Development of all portions of Phase 1 of the Project and obtained all Phase 2 Project Approvals by December 28, 2023, the Development Agreement will expire pursuant to its terms.

Attachment A identifies a list of activities the Owner believes demonstrates its good faith compliance with the terms of the Development Agreement. The information submitted by the Owner in Attachment A provides the City Council with sufficient information to determine that the Owner has complied with the terms and conditions of the Development Agreement for this review period. All improvements provided to date are considered part of Phase 1 under the Development Agreement.

ATTACHMENTS:

- Attachment A – January 31, 2023 Letter from Fritz Duda Company



January 31, 2023

Jay S. Wu, AICP
 Senior Planner
 City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, Ca 92653

**Re: Development Agreement for Oakbrook Village Shopping Center Mixed-Use Project
 dated December 28, 2012 ("Development Agreement")**

Dear Jay,

Pursuant to Section 18.2 of the Development Agreement, Laguna Hills Investment Company hereby submits the following summary (attached hereto) of our development activities during the calendar year, 2022, constituting good faith compliance with the terms of the Development Agreement, the First and Second Amendments to the Development Agreement, and the Site Development Permit/Master Sign Program Amendment 8-17-965 Approved by Resolution PA2018-04-10-1 on April 10, 2018.

Please let me know if you have any questions or need any further information.

Sincerely

A handwritten signature in blue ink, appearing to read 'Paul Tanguay', with a stylized flourish at the end.

Paul Tanguay
 Vice President
 Fritz Duda Company
 Manager for Laguna Hills Investment Company

Cc: John Loper, Palm Tree Communities Inc.

**2022 Summary of Owner Compliance with the Development Agreement Terms and Conditions
Development Agreement, Dated December 28, 2012
By and Between the
City of Laguna Hills (“City”) and Laguna Hills Investment Company (“Owner”)
December 2022, (for full calendar year, 2022)**

Phase 1 and Phase 1 Public Improvements

Description of Scope per Paragraphs 1.23

and 1.25 of Development Agreement

Paragraph 1.23 (Phase 1)

- (i) Demolition of 82,730sf of existing retail space
- (ii) Construction of Deferred Retail Pads plus 9,000sf

- (iii) Renovation of all retail building facades except D&E

- (iv) Construction of 289 multi-family residential units

- (v) Construction of Phase 1 Public Improvements

Paragraph 1.25 (Phase 1 Public Improvements)

- (i) Construction of 17,000sf Village Green
- (ii) Construction of east-west pedestrian paseo
- (iii) Construction of north-south pedestrian paseo

- (iv) Construction of hillside pedestrian paseo

- (v) Construction of a north P/L pedestrian trail

Description of Compliance Activity

Completed in July, 2014.

Completed. Developer submitted and City approved subsequent development plans for Buildings “A1” and “A2” as depicted on Exhibit E of the Second Amendment to the Development Agreement. Approved by Resolution PA2018-04-10-1 April 10, 2018, Buildings “A1” and “A2” were completed in June of 2019 and satisfy all requirements of Section 1.23 (Phase 1) (ii) of the Development Agreement. The satisfaction of this section of the Development Agreement in no way limits the future construction of a building of Building F noted as a Deferred Retail Pad on Exhibit E of Amendment Number 2 to the Development Agreement.

Building B exterior façade remodel completed July, 2014. Building H (Trader Joe’s) exterior façade remodel completed on December 21, 2015. Buildings A, C, P and Q façade remodel completed in November 2016 as required under the Second Amendment to the Development Agreement dated April 22, 2016. All building under section 1.23 Phase 1 (iii) have now been completed.

Completed November 2016. C of O granted by the City of Laguna Hills on December 12, 2016

(See below).

Description of Compliance Activity

Completed November 2016

Completed December 21, 2015

Completed in November of 2016 along with the completion of the required improvements for Building A, C, P and Q under the 2nd Amendment to the Development Agreement.

Deferred under Amendment #2 to the Development Agreement.

Pursuant to Amendment #2 to the Development Agreement the P/L Pedestrian Trail has been modified for the benefit of a joint landscape enhancement plan between LHIC and Mall ownership.

(vi) Construction of two parking lot paseos

Complete December 21, 2015. Modified and completed as part of the Section 1.23(ii) Deferred Retail Pads; Completed June of 2019. The new “east-west paseo” has been split into two pieces (Paseo 2A and Paseo 2B) Paseo 2A was completed in June of 2019 and satisfies all requirements under the Development Agreement. If/when Phase II Apartments commence construction, Paseo 2B will be required to be completed concurrently.

(vii) Construction of bldg. pedestrian connections

Completed. Contained in Phase 1 multi-family and retail redevelopment

(viii) Installation of traffic signal on Carlota

Completed.

(ix) Dedication of public ROW for Carlota

Completed.

(x) Construction of various storm drain items

Completed.

(xi) Installation of debris grates at catch basins

Completed.

(xii) Realignment of OBV driveway by Lone Star

Completed.

(xiii) Construction of ADA curb ramps along Carlota

Completed.

(xiv) Construction of misc. public improvements required per Existing Land Use Regulations and conditions of approval to the Existing Development Approvals

Completed.

Phase 2

Pending



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Resolution Establishing the Assistant Engineer Classification Along with Salary Range and Benefits for Position Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE ASSISTANT ENGINEER CLASSIFICATION ALONG WITH SALARY RANGE AND BENEFITS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION."

SUMMARY:

The City recently reestablished and recruited for an Associate Engineer position. However, the recruitment was not successful and did not yield any qualified candidates. At this time and working with the Public Works Director/City Engineer, the City would like to establish and recruit for an Assistant Engineer.

The Assistant Engineer is an entry level position requiring a Bachelor's degree with major course work in Civil Engineering, with possession of an Engineer-in-Training Certificate and one year minimum of public agency experience desirable. The Associate Engineer position is distinguished from the Assistant Engineer classification by performing more complex professional engineering functions, such as performing plan review and contract administration of public works projects/capital improvement projects, administering consultant services agreements, and having demonstrable

Establishing the Assistant Engineer Classification

February 28, 2023

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knowledge of traffic and transportation engineering principles and practices. Typically, the Associate Engineer also possesses registration as a professional engineer in the State of California and has a minimum five years of public agency experience. Historically, the Public Works Director/City Engineer has been supported by an Assistant Engineer and the incumbent has been promoted to Associate Engineer with time and experience. This change allows the City to return to this past practice.

Since this classification will be included in the bargaining unit represented by the Laguna Hills City Employees Association (LHCEA), it is necessary for the City Council to add the classification and salary range to the Memorandum of Understanding (MOU) by adopting the attached Resolution.

FISCAL IMPACT:

Attached to this report is the salary data used to arrive at the proposed monthly salary range of \$7,359 to \$8,945. Following the City's belief and established employee compensation program to attract and retain highly qualified individuals, this range is based on the average of the comparator agencies' average plus five percent for the Assistant Engineer position. This position would be subject to all provisions of the MOU.

This action can be absorbed in the current budget and will result in reduced personnel expenses.

ATTACHMENTS:

- Proposed Resolution -Establishing Assistant Engineer Classification
- Assistant Engineer Salary Range

RESOLUTION NO. 2023-02-28-x

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE ASSISTANT ENGINEER CLASSIFICATION ALONG WITH SALARY RANGE AND BENEFITS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

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

WHEREAS, on July 13, 2021, the City Council approved and adopted the Memorandum of Understanding ("MOU") between the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA" or "Association"), which became effective July 1, 2021, and will remain in effect until June 30, 2023; and

WHEREAS, Section IV of the MOU, entitled "Salary and Pay," establishes the employment classifications and the Salary Schedule for those positions in the bargaining unit covered by the MOU as of the time of the signing of the MOU, including both full-time positions (non-management) and extended part-time positions; and

WHEREAS, upon recommendation of the City Manager, the City Council now wishes to establish a full-time, non-management position to the bargaining unit covered by the MOU.

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

SECTION 1. The purpose and intent of this Resolution is to reestablish a full-time, non-management employment classification and salary range for the position of "Assistant Engineer" to Section IV, "Salary and Pay," of the MOU between the City and the Association.

SECTION 2. The full-time, non-management employment classification and salary range for the "Assistant Engineer" position established by this Resolution will be included in the bargaining unit covered by the MOU and represented by the Association and all provisions in the MOU between the City and the Association will be applicable to this new position.

SECTION 3. The Assistant Engineer full-time, non-management employment classification is hereby established and assigned the following salary range:

FULL-TIME POSITION – NON MANAGEMENT	MONTHLY RANGE	
Assistant Engineer	\$ 7,359.07	\$ 8,945.00

SECTION 5. The Members of the Association have been notified concerning the actions set forth herein.

SECTION 6. The changes to the employment classifications and salary ranges set forth herein shall be effective March 1, 2023.

PASSED, APPROVED, AND ADOPTED this 28th day of February 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-02-28-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of February 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Assistant Engineer

City	Comparable Class Title	Min	C.P./Max
Brea	Assistant Engineer	\$ 5,997.08	\$ 7,677.74
Buena Park	Assistant Engineer	\$ 6,354.00	\$ 8,055.00
Cypress	No Comparable Class	-	-
Dana Point	Assistant Engineer	\$ 6,086.00	\$ 8,635.00
Fountain Valley	Assistant Engineer	\$ 7,245.04	\$ 7,607.29
Irvine	Assistant Engineer	\$ 5,643.73	\$ 8,879.87
Laguna Beach	No Comparable Class	-	-
Laguna Niguel	Assistant Engineer	\$ 7,075.00	\$ 8,843.00
Lake Forest	No Comparable Class		
Mission Viejo	Assistant Engineer	\$ 6,401.20	\$ 8,952.67
Newport Beach	Junior Engineer	\$ 6,745.77	\$ 9,498.78
Orange	Assistant Engineer	\$ 6,597.00	\$ 8,461.00
Rancho Santa Margarita	No Comparable Class	-	-
San Clemente	Assistant Engineer	\$ 7,733.52	\$ 9,400.14
San Juan Capistrano	Engineering Assistant	\$ 6,112.00	\$ 7,428.00
Tustin	Assistant Engineer	\$ 6,850.13	\$ 8,784.53
Yorba Linda	Assistant Engineer	\$ 7,032.00	\$ 8,548.00
Mean		\$ 6,570.04	\$ 8,518.58
Mean * 5%		\$ 6,898.54	\$ 8,944.51

Proposed Salary Range

Step A		Step B		Step C		Step D		Step E	
\$	7,359.07	\$	7,727.03	\$	8,113.38	\$	8,519.05	\$	8,945.00



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: President and Directors
FROM: Jennifer Lee
City Clerk
ISSUE: Election of Public Improvement Corporation Officers

RECOMMENDATION: That the Board of Directors adopt a Resolution entitled: "A Resolution of the Laguna Hills Public Improvement Corporation, Laguna Hills, California, Electing Officers for 2023."

SUMMARY:

The Laguna Hills Public Improvement Corporation (PIC) is a non-profit, public benefit corporation for the purpose of assisting the City in its issuance of Certificates of Participation related to the financing of the building of the Laguna Hills Community Center and Sports Complex and the Civic Center. Per the bylaws, the PIC is required to hold an annual meeting and the City Council sits as the Board of Directors. At this meeting, the Board will elect officers for 2023, and approve the minutes of the previous meeting of February 8, 2022. As the current President of the Public Improvement Corporation, President Wheeler will call the meeting to order. After the roll call, President Wheeler will entertain a motion to adopt the Resolution electing the Officers for 2023. President Heft will then take the gavel and chair the remainder of the PIC meeting.

BACKGROUND:

In September 1998, the City Council, acting as the Board of Directors for the Laguna Hills PIC, took several actions including the adoption of bylaws, election of officers, and adoption of a Resolution appointing the time and place of meetings. The PIC is a non-profit, public benefit corporation whose primary purpose is to assist the City in issuing

Election of Public Improvement Corporation Officers

February 28, 2023

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Certificates of Participation. In 2010, the PIC was involved in the City's refinancing project and the subsequent lease payments (debt service) related thereto.

Pursuant to the bylaws, the Annual Meeting is to be held in February each year, and the Board of Directors is to elect officers at the Annual Meeting. A Resolution has been prepared that will elect the Mayor as President, the City Manager as Vice President, the Finance Director as Treasurer, and the City Clerk as Secretary.

ATTACHMENTS:

- Proposed Resolution No. 2023-1

RESOLUTION NO. 2023-1

A RESOLUTION OF THE LAGUNA HILLS PUBLIC
IMPROVEMENT CORPORATION, LAGUNA HILLS,
CALIFORNIA, ELECTING OFFICERS FOR 2023

RESOLVED, by the Board of Directors of the Laguna Hills Public Improvement Corporation, that the following persons are elected to the offices set forth opposite their names below, as officers of the Corporation, to serve until the election and qualification of their successors, as provided in Article IV, Section 2 of the Bylaws of the Corporation.

Name	Office
Janine Heft	President
Jarad L. Hildenbrand	Vice President
Eric Hendrickson	Treasurer
Jennifer Lee	Secretary

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

I, Jennifer Lee, Secretary of the Laguna Hills Public Improvement Corporation, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a Resolution duly passed and adopted by the Board of Directors of the Laguna Hills Public Improvement Corporation, at a meeting thereof held on the 28th day of February 2023, by the following vote of the Directors thereof:

AYES:

NOES:

ABSENT:

ABSTAIN:

JENNIFER LEE, SECRETARY

Attachment: Proposed Resolution No. 2023-1 (3068 : Election of Public Improvement Corporation Officers)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: President and Directors
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of the Public Improvement Corporation Minutes for the February 8, 2022, Annual Meeting

RECOMMENDATION: That the Board of Directors approve the minutes of the February 8, 2022, Annual Meeting.

ATTACHMENTS:

- February 8, 2022 PIC Annual Meeting Minutes

**CITY OF LAGUNA HILLS
PUBLIC IMPROVEMENT CORPORATION**

**ANNUAL MEETING
MINUTES
Tuesday, February 8, 2022**

CALL TO ORDER

The Regular Meeting of the Public Improvement Corporation of the City of Laguna Hills, California, was called to order by Interim City Manager Rosenfield at 7:21 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

BOARD ROLL CALL

Attendee Name	Title	Status	Arrived
Dave Wheeler	Director	Present	
Janine Heft	Director	Present	
Don Caskey	Director	Present	
Erica Pezold	Director	Present	
Don Sedgwick	Director	Present	

PUBLIC COMMENTS

There were no Public Comments.

ELECTION OF PUBLIC IMPROVEMENT CORPORATION OFFICERS

Recommendation: That the Board of Directors adopt Resolution No. 2022-1: "A Resolution of the Laguna Hills Public Improvement Corporation, Laguna Hills, California, Electing Officers for 2022."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Director
SECONDER:	Don Sedgwick, Director
AYES:	Dave Wheeler, Director; Janine Heft, Director; Don Caskey, Director; Erica Pezold, Director; Don Sedgwick, Director

APPROVAL OF MINUTES FOR FEBRUARY 11, 2020, ANNUAL MEETING

Recommendation: That the Board of Directors approve the Minutes of the February 9, 2021, Annual Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Director
SECONDER:	Erica Pezold, Director
AYES:	Dave Wheeler, President; Janine Heft, Director; Don Sedgwick, Director; Erica Pezold, Director; Don Sedgwick, Director

PUBLIC IMPROVEMENT CORPORATION ADJOURNMENT

There being no further business before the Public Improvement Corporation at this session, President Wheeler declared the meeting adjourned at 7:23 p.m.

Jennifer Lee, Secretary

Approved at meeting of February 28, 2023.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: February 28, 2023
TO: Mayor and Council Members
FROM: Larry Longenecker
Community Development Director
ISSUE: Short-Term Rentals

RECOMMENDATION: That the City Council receive the survey results and provide direction to staff.

SUMMARY:

Short-term rentals (STRs) were discussed by the City Council at its June 28, 2022, meeting, with ten Nellie Gail Ranch residents complaining about a house party causing a nuisance in their community on June 18, 2022. The City Council directed staff to research the issue and explore options to regulate STRs. As discussed at the September 27, 2022, City Council meeting, Staff surveyed neighboring cities and learned a majority of them do not allow STRs. Staff also hired an STR compliance consultant that determined there is currently a total of 29 active STRs operating in the City: nine with only a room or portion of the property rented, and 20 with the entire property rented.

As further directed by City Council, staff conducted a resident survey, between November 14 and December 1, 2022, receiving 140 responses, including 71% in support of a ban on STRs. A summary of the resident survey results is provided in Attachment 1. Staff also conducted a survey of the City's Homeowner Associations (HOAs), with only one HOA allowing STRs and only two HOA's aware of any STRs in their respective communities. A summary of the HOA survey results is provided in Attachment 2.

There are four regulatory options the City Council may elect to address STRs: take no action; adopt an ordinance banning STRs; regulate STRs; or regulate and tax STRs.

BACKGROUND:

Short-term rentals (STRs) are residential properties, or portions thereof, that are rented for transient occupancy of 30 or fewer days. At the regular City Council meeting on June 28, 2022, Mayor Wheeler introduced Agenda Item 8.1.1, Short-Term Rentals, and invited the public to address the City Council on the item. Ten members of the public spoke in opposition to STRs, primarily homeowners within the Nellie Gail Ranch living in proximity to an STR that was used as a party house on June 18, 2022.

As directed by the City Council, staff further researched the issue, including regulatory options, and returned to the Council on September 27, 2022. At that meeting, staff presented results of a City survey showing that a majority of neighboring cities do not allow STRs. Staff also hired STR compliance consultant Rentalscape, which determined there are currently 29 active STRs operating in the City, including nine STRs where only a room or portion of the property is rented, with the remainder of the property is occupied by the homeowner, and 20 STRs where the entire dwelling is rented out.

At the September 27, 2022, City Council meeting, the Council directed staff to conduct a survey of the City's residents regarding STRs (see staff report and meeting minutes in Attachments 3 and 4, respectively).

DISCUSSION:Resident Survey

At the September 27, 2022, City Council meeting, the Council directed staff to conduct a survey of the City's residents regarding STRs. Staff prepared and conducted an on-line STR survey with both multiple-choice and open-ended questions. The survey was launched on November 14, 2022, ran for 18 days, and closed on December 1, 2022. Residents were advised about the STR survey using a resident email list, posting to social media (Facebook, Twitter, and Instagram), and with a press release posted on the City's website. The City received a total of 140 survey responses, with 71% of respondents supporting a ban on STRs within the City. A summary of the resident survey results is provided in Attachment 1, including responses to an open-ended question asking residents for additional comments.

HOA Survey

Staff also conducted an informal telephone survey of the Homeowner Associations (HOAs) within the City, see results provided in Attachment 2. None of the responding HOAs allow STRs, and only two of the responding HOAs stated they are aware of any STRs in their respective communities, citing loud noise and parties as the primary concern.

Regulatory Options

There are four regulatory options available to the City Council:

1. Take No Action. Historically, the City has not regulated STRs, neither permitting nor prohibiting STRs. No STR permits have been granted and no transient occupancy tax (TOT) has been collected. It should be noted that staff's current interpretation of the Development Code is that STRs are prohibited in the City because they are not specifically enumerated as an allowed use in the Development Code.
2. Adopt an Ordinance to Ban STRs. An ordinance banning STRs would prohibit STRs throughout the City. The ordinance may require an amortization period for existing STRs that were legally established.
3. Regulate STRs. This option would permit STRs under certain conditions, and in accordance with specific criteria, included and considered as part of an STR permit process.
4. Regulate and Tax STRs. In addition to an STR permit process, the City would collect transient occupancy tax (TOT), a 10% City tax applicable to all transient occupancy stays within the City.

ATTACHMENTS:

- Attachment 1- Short-Term Rental Resident Survey Results
- Attachment 2- Short-Term Rental HOA Survey Results
- Attachment 3- September 27, 2022 City Council Staff Report, with Attachments
- Attachment 4- September 27, 2022, City Council Meeting Minutes

Survey Results

1. Are you a resident of Laguna Hills?

Yes, and I own my home: 93%

Yes, and I rent my home: 4%

No: 3%

2. Are you aware of any short-term rentals operating near your home?

Yes: 49.3%

No: 42.1%

I don't know: 8.6%

3. How would you feel about having a short-term rental operating near your home?

Not an issue: 24.4%

Somewhat uncomfortable: 3.6%

Very uncomfortable: 72%

4. Have you ever been disrupted by short-term rentals in your neighborhood?

Yes: 45%

No: 55%

5. What might be your biggest concern with a short-term rental operating near your home?

No concerns: 9.3%

Parking impacts: 24.3%

Noise impacts: 6.4%

Safety/security concerns: 56.4%

Trash or otherwise impacting the visual appeal of the neighborhood: 3.6%

6. Do you believe short-term rentals should allowed in Laguna Hills?

Yes, with no specific regulations imposed: 10%

Yes, with regulations considered through a permit process: 18.6%

No, short-term rentals should not be allowed in Laguna Hills: 71.4%

7. Please provide any additional comments you have regarding short-term rentals in Laguna Hills.

Please see next page.

Short term rentals in homes do nothing but cause disruption and are a business.

If we go to us to allow they should be taxed to cover cost of additional law enforcement.

They haven't been a problem.

Short term rentals should not be allowed in our city. These are unregulated by the rental websites and they have no control over the renters, safety of the neighborhood, do not enforce their own rules/contractual obligations, and the fines imposed are minimal compared to the nuisances the neighbors have to endure. Renters are often loud past the time limit, have large parties, disturb the residents, and bring crime into the neighborhoods. At a bare minimum there should be a 30+ day limit on rentals if permitted and they should have to file for a permit. Our surrounding cities already limit or prohibit STR's (AV, LN, SJC, Irvine, LB,LF, Tustin 31+ day). There should be No Grandfathered STRs allowed. Please help keep our city safe, beautiful and a great place for families by prohibiting short term rentals.

Short term rentals bring noise and security concerns. If it's short term there is no pride of ownership. Brings property values down. We want to live in homes where we know our neighbors.

How about minimum 2 or 3 weeks? Not sure about 30 days.

Noise impacts, trash or otherwise impacting the visual appeal of the neighborhood, and parking impacts.

Leave property owners alone.

There seems to be a direct correlation between the care people give their property and the time they spend it that property. ie. owners take better care of their property and community than renters do. This seems evident when looking at Lake Forest.

Laguna Hills is a community of families raising their kids and trying to live the best quality of life. Short term rentals have no place in family neighborhoods. With increased crime why invite more opportunities for crime and noise? As residents we have a right to live in a quiet calm area where we don't have to worry about revolving door parties and increased safety concerns that come along with short term rentals. There is a reason cities are not allowing these.

HOAs have tried to impose restrictions in bylaws, however, due to state laws, not much can be done with existing Short term rental businesses

There is a house on our street that is on Air BNB and a few months ago a motorcycle club rented it out and the next morning they were riding up and down our street and revving their engines for the longest time. Very unsafe and too loud. This is a family neighborhood and usually quiet, which we all love. Another time they rented to someone who threw a party and there were tons of cars and young people out in the street and partying. Not something we should have to deal with in our neighborhood!

Turning a single family dwelling into a small hotel is not an intended use or what is was zoned for. The constant transient nature of people, vehicles and party rental trucks a STR in itself causes makes neighborhood watch impossible. Use of the Sheriff to police unruly events is using a resource for a purpose it was not intended for. Hotels exist within our City for the intended purposes and the City collects the appropriate taxes for their use. There is no benefit to allow STRs to exist other than the greed of the individual property owner who wants to use their property outside the normal limits.

Tax them like hotels with TOT. It's not fair for our hotel owners to compete with Airbnb and VRBO that don't have TOT tax on them.

Noise ordinance which already in place for all.

I don't see a problem with short term rentals in my neighborhood. What concerns me more are the half way homes housing people in drug recovery. There are many just in my neighborhood.

Plenty of hotels in the area to accommodate visitors especially in the area proposed.

Thank you for considering the concerns of the residents.

Short term rentals do not fit into a community with young children. We need to have homes available to families and people who want to be part of a community for a long time.

Short-term rentals are detrimental to the community in which they reside - from safety/security, to noise, trash, lowering property values, and overall disruption to the sense of community are just a few of the reasons Laguna Hills must follow our local cities like Irvine, Costa Mesa, Fountain Valley (to name a few) ...and ban STR's

Absolutely not in favor for STR's in Laguna Hills. The very big reason is safety & security, not to mention loud noises, trash all over on the street & adjoining streets. It's been scary due to weapon sensors have been used & guests urinating on the streets

Last weekend the airbnb next door had 25 cars parked in our cul-de-sac overnight and had bright lights and equipment in the yard and driveway because they were filming a movie.

I know the residents next to the short term rentals in our neighborhood are living a nightmare. I feel strongly that those, as well as recovery houses, have no place here. Safety and crime are becoming larger issues every passing month and these do not impact our quality of life in a positive way. People move to Laguna Hills to be part of a residential community, not in the middle of a party town.

It's the party aspect that's the issue. Noise trash security concerns

Most cities are banning them, and for specific reasons. Hopefully they will be disallowed in all neighborhoods.

We already have a shortage of homes, short term rentals just encourage investors to purchase homes and rent out short term. It takes properties away from people who actually want to live here.

I lived a couple of doors down from an vacation rental and the noise was unbearable people are on vacation and wanting to have fun so they stay up late, play music, talk loud etc. The police was often being called on the vacationers.

Am aware of several "care/rehab facilities" in my neighborhood and do not want those either. They are disruptive in all ways listed above-noise,safety, parking etc.

We already allow drug rehab homes to be our neighbors so why would it be worse? We've had super loud arguments, people vomiting over the balcony, loud music and people yelling down to us when we are in our backyard ALL from a dry rehab, so no, a short term rental really isn't a big deal. I am very concerned about the parking impact, noise impact, safety, and security problems. I have had conversations with Nellie Gail neighbors who have had bad experiences with short-term renters on their streets.

This creates an unsafe feeling in an otherwise quiet and safe neighborhood. It was never our intention to live near short term rentals with constant turnover and limited accountability. I'm concerned for the safety of my children and also worried about noise issues.

Between 5 year unfinished construction, renters who don't take care of the house or lawn and now hoards of people filling a short term rental (20 cars) the value of homes on our street has to be impacted. Shame on the HOA and city for allowing this!

We believe that short term rentals create an unnecessary security (gun violence) and noise nuisance for permeant homeowners who have worked their whole lives to purchase a single-family home in order to enjoy a peaceful and secure lifestyle. Short term rental owners are profiting at the expense of their neighbor's well-being and there can be no good justification to support such a business in a residential neighborhood.

The short term rental doesn't even have to be close to you to hear very load noise - the sound travels through the backyards etc.

The city of Encinitas has quite stringent requirements for short term rentals, which might be worth looking at

We saw first hand the impunity of the participants at the party in Nellie Gail. Very unsafe for all neighbors.

I moved here 3 years ago from my home in Danta CA Ynez. In 2015 a vacation rental opened next door to me. It was a constant nuisance . Think about it . It's a vacation rental and it becomes a party house . That's the only reason I moved from a home I loved for over 20 years ..Hotels do no belong in our neighborhoods . I was shocked to find that Nellie Gail had no restrictions .,

Large home across street currently short term rental. Lots of cars every week, noise, parties and strangers coming and going all times of the night. Feel very unsafe. So sad that Nellie Gail and Laguna Hills allows this type of activity.

I would actually like reasonable regulations for short-term rentals (e.g. limitations on number of occupants, vehicles, noise restrictions, etc.), but not through a permit process. Limiting short term rentals by requiring permits opens the way for political favoritism. Property owners should have relatively free rein to operate their properties as long as they are not disturbing neighbors so as to be a nuisance.

The noise and trash are also concerns, for example current weekends at the park when empty marijuana debris is left on the trails . There are plenty of commercial venues to rent--why rent out homes in a residential community?

Laguna Hills is not a resort town. It is a neighborhood. Each development has its own flavor and personality.

Short term renters have no vested interest in the community - parties, trash, security issues typically accompany short term renters. Vandalism following parties is not unusual.

We deserve to live a peaceful life, we pay for this peace of mind, with short term rental, out quality of life is worse than living in apartment

We live in Nellie Gail and the short term rentals are so disruptive and negatively impact our neighborhood.

Short-term rentals in Nellie Gail have become increasingly disturbing

I believe STR can be run responsibly with rules. Our family have rented STR to be near us. We used to run a STR. We had quiet hours, parking restrictions, no parties, no loud outside noise and other rules plus we required 4 reviews that were positive. We never had an issue. I actually think with rules, STR can control their tenants more than Long Term.

Not good for our home prices.

All short term rentals need to be abolished

Very little complaints associated with sounds and partying in this area. The visitors is good for business in the area and this will also help grow the value of our properties much faster than other areas as a destination city. We live in an area people would want to visit. We should be proud of that and not discourage. We shouldn't be scared this is the new America people now can work from different locations and most these people are professionals post Covid. This is not your Vegas crowd. Keep that in mind. This is not a retirement community that is Laguna woods next door.

Noise and unruly crowd with large parties causing a lot of disturbance in neighborhood

We had an issue on our street, where the renter was having a raging party. It was so out of control the police wouldn't even get involved.

It has been scary, horrible experiences on my street & adjacent streets. Trash is all over.... it's been loud with bad language & loud music. It is pretty scary when a person witnesses weapon sensor is being used at the party.

Very concerned about personal safety.

Short term rentals are prone to abuse by design. There's no sense of ownership, little to no sense of obligations by the renters to respect the sanctity of the neighborhood.

It's disruptive due to the number of strangers who come into the neighborhood. Drugs are often used in these rental party places and the noise is unacceptable. Please no short term rentals.

Homeowner Association Survey - Short-term Rentals

HOA	Does the association allow for STRs?	Aware of any STRs in the Community?	Any issues associated with STRs?
Bella Tierra	No	Rooms for rent (they have all closed)	Pool usage
Bella Vista	No	No	Parking, noise, trash
Casa de Laguna	No	No	No
Crestline II	No	No	Parking and facility usage
Falcon Hill	No	No	Parking
Indian Creek	No	No	No
Lomas Laguna	No	No	No
Moulton Ranch I	No	No	Noise, parking and trash
Moulton Ranch III	No	No	No
Nellie Gail Ranch	No	Yes (about 12)	Yes- parties, noise, parking, neighboring propoerty infringement)
Quail Creek	No	No	No
Ridgefield	No	No	No
Vista Firenze	No	Yes	loud parties, demand to use amentities neighbors complaining of potenial illegal acitivuty drugs, birthing house
Acacia Knolls (No Response) Aliso Meadows (No Response) Briosa (No Response) Laguna Village (No Response) Moulton La Paz Community (No Response) Indian Hill (No response) Rancho Monterey (No Response)			

Attachment: Attachment 2- Short-Term Rental HOA Survey Results (3076 : Short-Term Rentals)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 27, 2022
TO: Mayor and Council Members
FROM: Larry Longenecker
 Community Development Director
ISSUE: Short-Term Rentals

RECOMMENDATION: That the City Council direct staff regarding regulatory options for short-term rentals.

SUMMARY:

Short-term rentals (STRs) were discussed by the City Council at its June 28, 2022, meeting, with ten Nellie Gail Ranch residents complaining about a house party causing a nuisance on June 18, 2022, at 25166 Rockridge Road. The City Council directed staff to research the issue and explore options to regulate STRs. Staff surveyed neighboring cities and learned a majority of them do not allow STRs. Staff also hired STR compliance consultant Rentalscape, which determined there are currently 29 active STRs operating in the City, including nine STRs where only a room or portion of the property is rented, with the remainder occupied by the homeowner, and 20 STRs where the entire dwelling is rented. There are four regulatory options to address STRs, the City Council may elect to allow, prohibit, regulate, or regulate and tax STRs.

BACKGROUND:

Short-term rentals (STRs) are residential properties, or portions thereof, that are rented for transient occupancy of 30 or fewer days. At the regular City Council meeting on June 28, 2022, Mayor Wheeler introduced Agenda Item 8.1.1, Short-Term Rentals, and invited the public to address the City Council on the item. Ten members of the public spoke in opposition to STRs, primarily homeowners within the Nellie Gail Ranch estate residential community living in proximity to 25166 Rockridge Road, an STR that was

used as a party house on June 18, 2022. Following public testimony and City Council discussion, the Council directed staff to research and explore options to regulate STRs. Staff provided an update to the City Council on August 23, 2022 (see Staff report and meeting minutes in Attachments 1 and 2, respectively).

DISCUSSION:

Regulatory Options

A confidential City Attorney memo was provided to the City Council detailing issues and concerns related to STRs. In summary, there are four regulatory options available to the City Council:

1. Allow STRs. This option maintains the status quo position wherein the City does not regulate STRs, no permits are granted and no transient occupancy tax (TOT) is collected.
2. Ban/Prohibit STRs. A ban would prohibit STRs, either City-wide or in specific sections of the City. A ban could also be applied to different types of STRs, such as STRs where the entire property is rented, compared to STRs occupied by the property owner, where typically only a room or minority portion of the home or property is rented.
3. Regulate STRs. This option would permit STRs under certain conditions, and in accordance with specific criteria, included and considered as part of an STR permit process.
4. Regulate and Tax STRs. In addition to an STR permit process, the City would collect transient occupancy tax (TOT), a 10% City tax applicable to all transient occupancy stays within the City.

City Survey

Staff researched how other cities currently address STRs. Four neighboring cities have banned STRs, including: Aliso Viejo in 2015; Lake Forest in 2017; Laguna Niguel in 2017; and Irvine in 2018. Dana Point and Anaheim prohibit new STRs, but existing STRs are allowed to continue operating until the owner elects to cease operations, or until the property is sold. Dana Point and Anaheim collect TOT for the existing STRs.

Short-Term Rentals
September 27, 2022
Page 3

Similar to Laguna Hills, Mission Viejo allows STRs with no permit process. Newport Beach also allows STRs, but caps the total number of allowed STRs at 1,550, with a wait-list established if and when the maximum number is realized. Newport Beach requires a permit process and collects TOT for all STRs.

Laguna Hills Short-Term Rentals

To better understand the scope and scale of STRs in Laguna Hills, staff engaged Rentalscape, an STR compliance consultant. According to the Rentalscape data, there is currently a total of 29 STRs located in Laguna Hills. Eight of the STRs are single rooms available for rent within a home occupied by the homeowner or tenant. One of the STRs is a detached accessory structure located on a property with the primary dwelling occupied by the homeowner. One of the STRs is an apartment home, two of the STRs are townhomes, and 17 of the STRs are single-family homes.

A total of 14 of the STRs are located in communities with no homeowner's association or property management. Eight of the STRs are located within the Nellie Gail Ranch community, three of the STRs are located within the Laguna Village townhome community in North Laguna Hills, one of the STRs is located in the Crestline townhome community at Moulton and Alicia Parkways, and one STR is located in the Quail Creek condominium community at Moulton Parkway and La Paz Road. One of the STRs is located in the Alicia Plaza apartment community at Paseo de Valencia and Laguna Hills Drive, and one STR is located in the Reata apartment building in Oakbrook Village. A location map is provided as Attachment 3.

The Orange County Sheriff's Department reports that, since January 2018, calls for service, typically for a Loud Party, were made for ten of the City's 29 STRs, with repeat calls for four of the ten.

ATTACHMENTS:

- Attachment 1- August 23, 2022 City Council Staff Report
- Attachment 2- August 23, 2022, City Council Meeting Minutes
- Attachment 3- Map of Short Term Rentals in Laguna Hills



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 23, 2022
TO: Mayor and Council Members
FROM: Larry Longenecker
 Community Development Director
ISSUE: Short-Term Rentals

RECOMMENDATION: That the City Council receive the staff report and direct staff to continue researching Short-Term Rentals, returning to the City Council for discussion at a later date.

SUMMARY:

Short Term Rentals (STRs) were discussed by the City Council at its June 28, 2022, meeting, with ten residents complaining about a house party causing a nuisance on June 18, 2022, at 25166 Rockridge Road. The City Council directed staff to research the issue and explore options to regulate STRs. This report provides a brief update summarizing Staff's ongoing effort. Staff will return to the Council at a later date for a full discussion regarding STRs.

BACKGROUND:

At the regular City Council meeting on June 28, 2022, Mayor Wheeler introduced Agenda Item 8.1.1, Short-Term Rentals, and invited the public to address the City Council on the item. Ten members of the public spoke in opposition to short term rentals (STRs), primarily homeowners within the Nellie Gail Ranch estate residential community living in proximity to 25166 Rockridge Road, where an STR was used as a party house on June 18, 2022.

Following public testimony and City Council discussion, the Council moved "A motion to direct staff to research and explore options to regulate short term rentals and

implementation of a business license program within the City.” This report is an update on the progress made to date with regard to STRs.

DISCUSSION:

Issues related to STRs have been discussed from time to time by the City Council. A confidential City Attorney memo was provided to the City Council detailing past issues and concerns related to STRs. In summary, the memo discusses issues related to whether the City can: 1) Permit STRs; 2) Ban/prohibit STRs; 3) Regulate STRs through a permit process; and 4) Regulate and tax STRs. The issues discussed in the City Attorney memo are being researched by staff and will be brought back to Council for discussion at a later date.

Staff’s initial research includes discussions with neighboring cities, researching related state law, and better understanding STRs in Laguna Hills, including the number and type of STRs, how often they are utilized, and at what rates. For assistance in this regard, staff has engaged a third-party vendor that works with cities to identify, track, measure, and manage STRs, including site and property owner information, booking history and availability, and revenue generated by the STRs. Staff will report back to the Council with these metrics when available.

With regard to the specific Nellie Gail STR discussed at the June 28, 2022, City Council meeting, located at 25166 Rockridge Road, City staff has discussed with the property owner the multiple nuisance complaints received from the residents regarding the June 18, 2022, house party, and the City’s expectations that similar violations will not occur at the property in the future. The property owner has indicated that these types of events will be prohibited. The property owner also indicated that they met with the Nellie Gail Ranch Owners Association (NGROA) and explained the same.

Coincidentally, on June 28, 2022, STR site Airbnb officially codified a permanent ban on party houses, with consequences for violators including suspension to full removal from the platform. VRBO has a similar policy in place to prohibit properties from advertising when house parties have been allowed to become a nuisance.

ATTACHMENTS:

- Attachment 1, June 28, 2022, City Council Meeting Minutes

Mayor Pro Tempore Heft removed Item No. 4.9 to request additional information.

Acting Public Services Director Shah responded to Council Member requests for additional information.

Recommendation: That the City Council: 1) Find and determine it is appropriate to waive formal bidding requirements of the Laguna Hills Municipal Code (LHMC) for the award of the Trash and Debris Capture Devices Maintenance Services Agreement to G2 Construction, Inc., because: a) The goods and supplies, equipment, materials, and contract services to be provided by G2 Construction, Inc., are of a unique, sole source nature because of their quality, durability, availability, or fitness for a particular use and are available only from one source (LHMC Section 3-08.110(A)); b) The goods and supplies, equipment, materials, or non-professional services are proprietary (LHMC Section 3-08.110(B)); c) A specific make, model, or brand is necessary to match existing City equipment or to facilitate the continuity of effective maintenance and support (LHMC Section 3-08.110(F)); and d) Compliance with procurement policies, procedures, and/or requirements is not in the best interest of the City (LHMC Section 3-08.110(J)); 2) Award the Trash and Debris Capture Devices Maintenance Services Agreement to G2 Construction, Inc.; and 3) Authorize the Mayor or Mayor Pro Tempore to sign the Agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Don Sedgwick, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member
ABSENT:	Don Caskey, Council Member

Mayor Wheeler took Item No. 8.1.1 out of order on the Agenda.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8.1. Mayor Wheeler



8.1.1 Short-Term Rentals

Mayor Wheeler provided introductory comments and invited the public to address the City Council on the item.

The following individuals addresses the City Council in opposition to short-term rental properties in residential neighborhoods:

Bruce Freeman, DeeAnn Sigaty, Justin Cypress, Sheyda Akharan, Mark Fisk, President, NGROA, Semira Bayat, and Christopher Criblez, Brian Mitchell, General Manager, NGROA, George Lostracco, Mo Maghazeh, and Peter DeCarlo.

George Lostracco a resident of Laguna Hills, addressed the City Council on a non-agendized item regarding an increase of no-see-ums in his area.

Sergeant Carlos Sanchez responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

Recommendation: Mayor Wheeler recommends that the City Council discuss short-term rentals and provide input to Staff.

A motion to direct Staff to research and explore options to regulate short-term rentals and implementation of a business license program within the City was made by Council Member Sedgwick, seconded by Mayor Pro Tempore Heft.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Don Sedgwick, Council Member
ABSENT:	Don Caskey, Council Member

Mayor Wheeler recessed the meeting at 9:19 p.m.

Mayor Wheeler reconvened the meeting at 9:31 p.m.

5. PLANNING AGENCY

Mayor Wheeler 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 9:31 p.m.

Mayor Pro Tempore Heft rescinded the main motion.

Mayor Wheeler called for a roll vote on the substitute motion to move staff Recommendation No. 1 without the specified new security lighting installations.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Don Caskey, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

7.4. Community Development Director

7.4.1 Temporary Outdoor Dining Permit Program

Community Development Director Longenecker reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

Recommendation: That the City Council direct staff to continue to monitor the City's Temporary Outdoor Dining Permit Program and report back to City Council as warranted, including recommendations to consider establishment of permanent outdoor dining facilities.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Erica Pezold, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member



7.4.2 Short-Term Rentals

Community Development Director Longenecker reviewed the information provided in the staff report and responded to Council Member requests for additional information.

The following individual submitted an electronic public comment on Item No. 7.4.2 that was received, forwarded to the Council prior to the meeting, and announced into the record by Assistant City Clerk Lee:

Glen Johnson, a resident of the Nellie Gail community, submitted an electronic comment in opposition to short term rentals.

The following individual address the City Council on this item:

Bruce Freeman, a resident of the Nellie Gail community, spoke in favor of short term rentals control.

City Manager Hildenbrand responded to Council Member requests for additional information.

Administrative Sergeant Maria Bowman responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

Recommendation: That the City Council receive the staff report and direct staff to continue researching Short-Term Rentals, returning to the City Council for discussion at a later date.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Don Sedgwick, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

8. ~~MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS~~

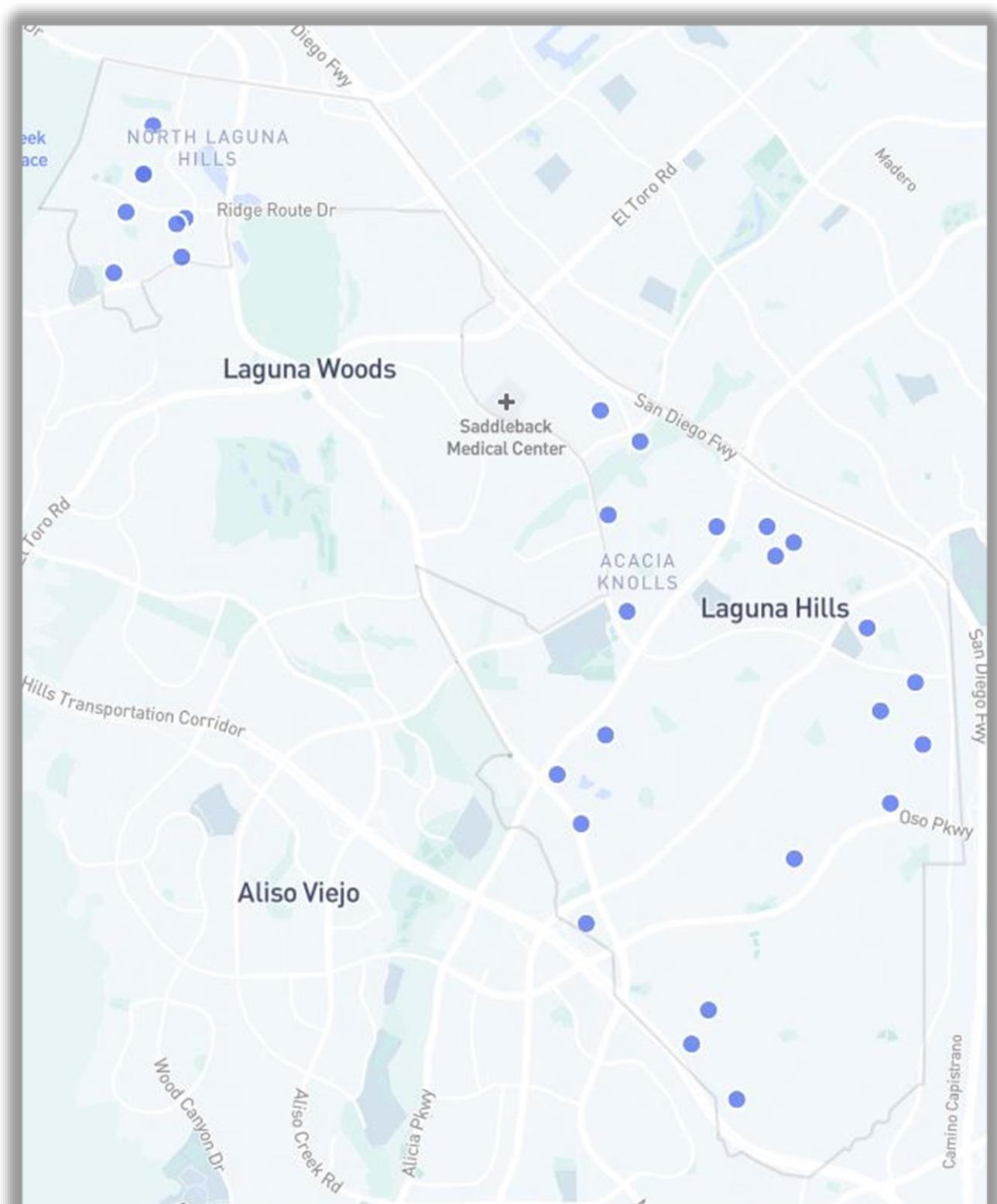
~~There were no matters agendized and presented by City Council Members.~~

9. ~~CITY COUNCIL MEMBER COMMITTEE REPORTS~~

9.1. ~~Committee Assignment Reports~~

~~**Recommendation:** That the City Council receive oral reports on the following City Council Committee Assignments:~~

Attachment 3 – Short-Term Rentals in Laguna Hills



5. PLANNING AGENCY

There were no separate Planning Agency Business Items for this meeting.

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

7. ADMINISTRATIVE REPORTS

7.1. City Manager

The City Manager gave no Administrative Reports.

7.2. Finance Director

7.2.1 Financial Update and Mid-Cycle 2021-2023 Biennial Budget Review

Finance Director Reyes reviewed in the information provided in the staff report and provided a PowerPoint presentation.

Recommendation: That the City Council receive and file the financial update for the fiscal year ended June 30, 2022 and provide direction to staff on proposed amendments to the fiscal year 2022/2023 adopted budget.

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Mayor Pro Tempore
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

7.3. Community Development Director

7.3.1 Short-Term Rentals

Community Development Director Longenecker reviewed in the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

The following individuals submitted an electronic public comment on Item No. 7.3.1 that was received, forwarded to the Council prior to the meeting, and announced into the record by Interim City Clerk Lee:

Bruce Freeman, a resident of the Nellie Gail community, submitted an electronic comment in favor of prohibiting short term rentals.

Mary Freeman, a resident of the Nellie Gail community, submitted an electronic comment in favor of prohibiting short term rentals.

Recommendation: That the City Council direct staff regarding regulatory options for short-term rentals.

A motion to table the item to a future meeting and direct staff to conduct further research based on Council Member comments received, including conducting a survey of residents, was made by Council Member Pezold, seconded by Council Member Caskey.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Don Caskey, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized by City Council Members.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. League of California Cities (Council Member Pezold)
September 7-9, 2022, Annual Conference and Expo

Council Member Pezold provided an oral report.

2. OC Mosquito & Vector Control District Board of Trustees (Council Member Pezold)
September 15, 2022 meeting.

Council Member Pezold provided an oral report.