



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA
FEBRUARY 23, 2016**

**Closed Session at 6:00 PM (*when scheduled*)
General Business Session at 7:00 PM**

Barbara D. Kogerman, Mayor

**Don Sedgwick, Mayor Pro Tempore
Andrew Blount, Council Member**

**Melody Carruth, Council Member
Dore J. Gilbert, M.D., Council Member**

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

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

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

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON**

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON CALISTA SHANG.

1.2 ORANGE COUNTY HUMAN RELATIONS COUNCIL ANNUAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM KEN INOUE, CHAIR OF THE ORANGE COUNTY HUMAN RELATIONS COUNCIL.

1.3 GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) DISTINGUISHED BUDGET PRESENTATION AWARD AND CERTIFICATES OF RECOGNITION FOR BUDGET PRESENTATION

RECOMMENDATION: THAT MAYOR KOGERMAN ACCEPT THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) DISTINGUISHED BUDGET PRESENTATION AWARD AND PRESENT CERTIFICATES OF RECOGNITION TO ASSISTANT CITY MANAGER DONALD J. WHITE, ASSISTANT TO THE CITY MANAGER MELISSA AU-YEUNG, AND FINANCE MANAGER JANICE REYES.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARE THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA

SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR FEBRUARY 9, 2016, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE FEBRUARY 9, 2016, REGULAR MEETING.

3.3 APPROVAL OF MINUTES FOR FEBRUARY 6, 2016, SPECIAL MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE FEBRUARY 6, 2016, SPECIAL MEETING.

3.4 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED FEBRUARY 23, 2016

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$861,964.98.

3.5 ENVIRONMENTAL DETERMINATION AND PROFESSIONAL SERVICES AGREEMENT WITH CNC ENGINEERING, INC., FOR THE LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ENVIRONMENTAL DETERMINATION OF CATEGORICAL EXEMPTION AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CNC ENGINEERING, INC., FOR THE LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171.

3.6 SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY."

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR FEBRUARY 9, 2016

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE FEBRUARY 9, 2016, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT**5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS**

6.1 City Manager

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

The next Regular Meeting of the City Council will be March 08, 2016, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by February 19, 2016, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

February 19, 2016

DATE

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 23, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER

ISSUE: ORANGE COUNTY HUMAN RELATIONS COUNCIL ANNUAL REPORT

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM KEN INOUE, CHAIR OF THE ORANGE COUNTY HUMAN RELATIONS COUNCIL.

SUMMARY:

Ken Inouye, Chair of the Orange County Human Relations Council, will be present at the meeting to make a brief presentation and provide the City Council with the Human Relations Council's Annual Report. In the presentation, Mr. Inouye will report on data collected by the Council specific to activities in the City of Laguna Hills, including hate crimes and incidents.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 23, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER**

**ISSUE: GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA)
DISTINGUISHED BUDGET PRESENTATION AWARD AND CERTIFICATES
OF RECOGNITION FOR BUDGET PRESENTATION**

**RECOMMENDATION: THAT MAYOR KOGERMAN ACCEPT THE GOVERNMENT
FINANCE OFFICERS ASSOCIATION (GFOA) DISTINGUISHED BUDGET
PRESENTATION AWARD AND PRESENT CERTIFICATES OF RECOGNITION TO
ASSISTANT CITY MANAGER DONALD J. WHITE, ASSISTANT TO THE CITY
MANAGER MELISSA AU-YEUNG, AND FINANCE MANAGER JANICE REYES.**

SUMMARY:

The City's Biennial Budget for Fiscal Years 2015/16 - 2016/17 was submitted to the Government Finance Officers Association (GFOA) for their Distinguished Budget Presentation Award program recognizing outstanding budget documents. In January 2016, the City was notified by GFOA that it had received the award for its budget.

GFOA established the Distinguished Budget Presentation Award Program to encourage and assist State and local governments to prepare budget documents of the very highest quality that reflect the guidelines established by the National Advisory Council on State and Local Budgeting and GFOA's best practices on budgeting, and to recognize individual governments that succeed in achieving that goal. Documents submitted to the Budget Award Program are reviewed by selected members of GFOA professional staff and by outside reviewers with experience in public-sector budgeting.

This GFOA award is the highest form of recognition in governmental budgeting and represents a significant achievement by the City. Since the biennial period for fiscal years 1995/96 – 1996/97, the City has submitted its budget to this award program and has received an award with each submission, making this the eleventh consecutive award.

GFOA Budget Presentation Award
February 23, 2016
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ATTACHMENTS:

- GFOA Press Release
- Award and Certificates of Recognition



Government Finance Officers Association

203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

December 23, 2015

PRESS RELEASE

For Further Information Contact
Stephen J. Gauthier (312) 977-9700

Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **City of Laguna Hills, California** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Donald J. White, Assistant City Manager, Janice Reyes, Finance Manager, Melissa Au-Yeung, Asst. to the City Manager**

For budgets beginning in 2014, 1,491 participants received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a major professional association servicing the needs of 18,300 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Laguna Hills
California**

For the Biennium Beginning

July 1, 2015

Executive Director



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Donald J. White, Assistant City Manager
City of Laguna Hills, California**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director

Date December 23, 2015



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Melissa Au-Yeung
Assistant to the City Manager
City of Laguna Hills, California**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director

Date

December 23, 2015



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Janice Reyes, Finance Manager
City of Laguna Hills, California**

The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director

Date

December 23, 2015



**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING MINUTES
FEBRUARY 09, 2016**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Kogerman called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:01 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: CUB SCOUT PACK 800

Cub Scout Pack 800, Den 8, presented the colors and lead the Pledge of Allegiance.

ROLL CALL OF CITY COUNCIL MEMBERS:

Present: Mayor Kogerman, Mayor Pro Tempore Sedgwick, Council Member Blount, Council Member Carruth, Council Member Gilbert

CLOSED SESSION REPORT

There was no Closed Session Report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 TRANSPORTATION CORRIDOR AGENCY PRESENTATION

THE CITY COUNCIL RECEIVED A BRIEF ORAL REPORT AND POWERPOINT PRESENTATION FROM MIKE KRAMAN, CEO OF THE TRANSPORTATION CORRIDOR AGENCY.

1.2 CERTIFICATE OF RECOGNITION, TESSIE MIRAKI, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE 2015 FALL SEMESTER

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF RECOGNITION TO TESSIE MIRAKI RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

1.3 APPOINTMENT OF LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON CALISTA SHANG FOR THE 2016 SPRING SEMESTER

MAYOR KOGERMAN PRESENTED A CERTIFICATE OF APPOINTMENT TO STUDENT LIAISON CALISTA SHANG.

1.4 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON CALISTA SHANG.

1.5 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

CHAIR KAREN ROBBINS PROVIDED AN UPDATE ON THE STATUS OF THE 3/5 DARK HORSE COMMITTEE.

2. PUBLIC COMMENTS**SOUTHERN CALIFORNIA GAS COMPANY**

Paul Simonds, Public Affairs Manager for the Southern California Gas Company, discussed concerns residents have had regarding higher than normal gas bills and referred residents to call (877) 238-0092 with questions or concerns. Mr. Simonds also responded to Council Member questions regarding the Porter Ranch leak and the "Advanced Meter" project.

LA PAZ ROAD

Sally Norman, a resident of Laguna Hills, extended her appreciation to the staff of Public Services for all the work done to improve the landscape along La Paz Road near Rickenbacker Road. Ms. Norman also stated that she would like to submit a request to the City to continue the beautification project to include the meridians from Paseo de Valencia to Cabot Road. City Manager Channing recommended that she submit a written request to the Director of Public Services.

CITY VIEWS/TEAM DARK HORSE

Laura and Bob Dickson, Laguna Hills residents and Team Dark Horse volunteers, requested that City Council provide a permanent section in the City Views publication dedicated to the Team Dark Horse committee allowing them the opportunity to share information in each issue. Mrs. Dickson presented the City Council with a poster board displaying examples of newsletters from neighboring cities.

CORRESPONDENCE FROM STEPHEN M. WONTROBSKI

Mayor Kogerman referred to a letter from Mr. Stephen M. Wontrobski, which he requested to be submitted as a written public comment, regarding potential OCFA UAAL pension liability.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER CARRUTH REMOVING ITEM NO. 3.10, AND COUNCIL MEMBER BLOUNT REMOVING ITEM NO. 3.2 AND ITEM NO. 3.3, BY M/COUNCIL MEMBER SEDGWICK, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.4 PROGRESS PAYMENT NO. 2 FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 2, IN THE NET AMOUNT OF \$91,099.78, TO HORIZONS CONSTRUCTION COMPANY FOR LAGUNA HILLS COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS, CIP NO. 514.

3.5 APPROVAL OF FINAL MAP, TRACT NO. 17460, OAKBROOK VILLAGE SHOPPING CENTER, FOR CONDOMINIUM PURPOSES

THE CITY COUNCIL APPROVED THE FINAL MAP, TRACT NO. 17460, OAKBROOK VILLAGE SHOPPING CENTER, FOR CONDOMINIUM PURPOSES, SUBJECT TO MINOR TECHNICAL CORRECTIONS, AND AUTHORIZED THE CITY CLERK AND CITY ENGINEER TO SIGN THE MAP.

3.6 PROGRESS PAYMENT NO. 6, FINAL, AND CONTRACT CHANGE ORDER NO. 2, FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240

THE CITY COUNCIL APPROVED CONTRACT CHANGE ORDER NO. 2 AND PROGRESS PAYMENT NO. 6, FINAL, IN THE NET AMOUNT OF \$6,441.66, TO LEHMAN CONSTRUCTION, FOR LAGUNA HILLS COMMUNITY CENTER SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240, AND AUTHORIZED THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

3.7 SECOND QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2015/16

THE CITY COUNCIL RECEIVED AND FILED THE REPORT.

3.8 CIVIC CENTER SECOND QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2015/2016

THE CITY COUNCIL RECEIVED AND FILED THE REPORT.

3.9 PROGRESS PAYMENT NO. 2, FINAL, AND CONTRACT CHANGE ORDER NO. 1, FOR CIVIC CENTER SITE IMPROVEMENTS

THE CITY COUNCIL APPROVED CONTRACT CHANGE ORDER NO. 1 AND PROGRESS PAYMENT NO. 2, FINAL, IN THE NET AMOUNT OF \$35,395.88, TO HARDY AND HARPER, INC., FOR CIVIC CENTER SITE IMPROVEMENTS PROJECT, AND AUTHORIZED THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.2 APPROVAL OF MINUTES FOR JANUARY 12, 2016

Council Member Blount removed Item No. 3.2 from the Consent Calendar due to his absence at the January 12, 2016, Regular Meeting.

THE CITY COUNCIL APPROVED THE MINUTES OF THE JANUARY 12, 2016, REGULAR MEETING, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER SEDGWICK.

APPROVED BY A VOTE OF 4-0 WITH COUNCIL MEMBER BLOUNT ABSTAINING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDING FEBRUARY 9, 2016

Council Member Blount removed Item No. 3.3 from the Consent Calendar to ask for clarification on an item listed on the Warrant Register.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$1,167,022.24, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 5-0.

3.10 CONSIDERATION TO PARTICIPATE IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OPEN PACE PROGRAM

Council Member Carruth removed Item No. 3.10 from the Consent Calendar to request additional information and for discussion.

Jeremy Hutman, a representative for the CaliforniaFIRST PACE Financing Program, responded to Council Member questions.

Len Herman, a Laguna Hills resident representing the Orange County Association of REALTORS®, presented the City Council with copies of a Policy Statement Regarding PACE Loan Programs and briefly reviewed the information provided in the statement.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-02-09-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE CITY'S JURISDICTION; AND AUTHORIZING RELATED ACTIONS, BY M/COUNCIL MEMBER SEDGWICK, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 3-2 (COUNCIL MEMBERS BLOUNT AND CARRUTH VOTING NO).

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:22 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Sedgwick, Agency Member Blount, Agency Member Carruth, Agency Member Gilbert

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JANUARY 12, 2016

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JANUARY 12, 2016, REGULAR MEETING, BY AGENCY MEMBER GILBERT, S/AGENCY MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0 WITH AGENCY MEMBER BLOUNT ABSTAINING.

4.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

PUBLIC IMPROVEMENT CORPORATION

Mayor Kogerman convened the Public Improvement Corporation (PIC) at 8:23 p.m. Mayor Kogerman recessed the Public Improvement Corporation Meeting and acting in the capacity of Chair/Mayor, called the Joint Planning Agency/City Council Meeting to order at 8:25 p.m. All Agency Members/Council Members were present.

JOINT PLANNING AGENCY / CITY COUNCIL MEETING

ROLL CALL OF JOINT PLANNING AGENCY / CITY COUNCIL MEETING

Present: Chair/Mayor Kogerman, Vice Chair/Mayor Pro Tempore Sedgwick, Agency/Council Member Blount, Agency/Council Member Carruth, Agency/Council Member Gilbert

PUBLIC COMMENTS

There were no Public Comments.

AMENDMENT TO A DEVELOPMENT AGREEMENT AND MODIFICATIONS TO CERTAIN CONDITIONS OF APPROVAL TO SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/CONDITIONAL USE PERMIT/PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/DEVELOPMENT AGREEMENT (SDPM/MSP/CUP/PUP/TTM/PREC/DEVA) NO. 12-11-2137 TO MODIFY THE TIMING OF THE COMMENCEMENT OF CERTAIN PHASE I IMPROVEMENTS

Chair/Mayor Kogerman opened the Public Hearing. There were no requests to speak from the audience.

THE PLANNING AGENCY AND CITY COUNCIL MADE A MOTION TO CONTINUE THE PUBLIC HEARING TO A DATE CERTAIN OF MARCH 8, 2016, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 5-0.

JOINT PLANNING AGENCY / CITY COUNCIL MEETING ADJOURNMENT

Chair/Mayor Kogerman recessed the Joint Planning Agency/City Council Meeting and reconvened the City Council Meeting at 8:26 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ZONING TEXT AMENDMENT NO. 1-16-3425, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY AND ADOPTION OF UPDATED GUIDELINES FOR THE IMPLEMENTATION OF THE CITY OF LAGUNA HILLS WATER EFFICIENT LANDSCAPE ORDINANCE

Mayor Kogerman opened the Public Hearing, and upon seeing no one rise, closed the Public Hearing.

THE CITY COUNCIL: (1) CONDUCTED A PUBLIC HEARING; (2) INTRODUCED FOR FIRST READING, READ BY TITLE ONLY, AND WAIVED FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY;" AND (3) ADOPTED RESOLUTION NO. 2016-02-09-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE 2016 GUIDELINES FOR IMPLEMENTATION OF THE CITY OF LAGUNA HILLS WATER EFFICIENT LANDSCAPE ORDINANCE, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE SEDGWICK. APPROVED BY A VOTE OF 4-1, COUNCIL MEMBER BLOUNT VOTING NO.

- 5.2 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR 2016/2017 CDBG FUNDS FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE FLORENCE SYLVESTER MEMORIAL SENIOR CENTER

Mayor Kogerman opened the Public Hearing and, upon seeing no one rise, closed the Public Hearing

THE CITY COUNCIL: (1) CONDUCTED A PUBLIC HEARING; AND (2) CONFIRMED STAFF'S SUBMITTAL OF A CDBG APPLICATION FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE 2016/2017 FISCAL YEAR, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

There was no City Manager report.

6.2 Deputy City Manager/Community Services

6.2.1 MULTI-USE OF THE ROLLER HOCKEY RINK AND THE INSTALLATION OF PICKLEBALL COURTS WITH TEMPORARY NETTING

Deputy City Manager Reynolds provided a brief PowerPoint presentation.

Mark Borgeson spoke in support of the item.

IT WAS MOVED BY MAYOR PRO TEMPORE SEDGWICK, SECONDED BY MAYOR KOGERMAN, TO APPROVE THE INSTALLATION OF FOUR PICKLEBALL COURTS AT THE ROLLER HOCKEY RINK.

A SUBSTITUTE MOTION WAS MADE BY COUNCIL MEMBER BLOUNT, SECONDED BY MAYOR PRO TEMPORE SEDGWICK, TO DIRECT STAFF TO APPROVE THE INSTALLATION OF FOUR PICKLEBALL COURTS AND A BASKETBALL HALF COURT.

After discussion, Council Member Blount withdrew the substitute motion.

THE ORIGINAL MOTION WAS APPROVED BY A VOTE OF 5-0.

6.2.2 2016 LAGUNA HILLS MEMORIAL DAY HALF MARATHON, 10K, AND 5K EVENT AND 3/5 MARINE BATTALION TRIBUTE BANNERS

Community Services Superintendent Meehan reviewed the information in the Staff Report and provided a PowerPoint presentation.

THE CITY COUNCIL: 1) RECEIVED A PRESENTATION ON THE PRE-EVENT PLANNING EFFORTS OF THE 2016 MEMORIAL DAY RACE; AND 2) APPROVED THE INSTALLATION OF 3/5 MARINE BATTALION TRIBUTE BANNERS, BY M/MAYOR PRO TEMPORE SEDGWICK, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 5-0.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

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

8. CITY COUNCIL MEMBER COMMENTS

MAYOR KOGERMAN

Mayor Kogerman reported on her recent tour of the Mission Viejo Animal Shelter. Mayor Kogerman also provided information on the West Nile Virus, as well as statistics from the Orange County Mosquito & Vector Control District pertaining to the number of virus cases in the County.

ADJOURNMENT

There being no further business at this City Council session, Mayor Kogerman adjourned the City Council meeting at 9:29 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF FEBRUARY 23, 2016.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL SPECIAL MEETING
MINUTES
FEBRUARY 06, 2016**

CALL TO ORDER

Mayor Kogerman called the Special Meeting of the City Council of the City of Laguna Hills, California, to order at 8:50 a.m., in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Dore J. Gilbert, M.D.

ROLL CALL OF CITY COUNCIL MEMBERS:

Present: Mayor Kogerman, Mayor Pro Tempore Sedgwick, Council Member Blount, Council Member Carruth, and Council Member Gilbert

PUBLIC COMMENTS

There were no Public Comments.

1. COMMUNITY DEVELOPMENT

- a. Overview**
- b. Statistics and Outcomes**
- c. Role of the Planning Agency**
- d. Decision Making Process**
- e. Land Use Issues and Trends**

1.1. OVERVIEW OF THE ROLE AND FUNCTIONS OF THE COMMUNITY DEVELOPMENT DEPARTMENT

City Manager Channing welcomed the City Council to the workshop and provided an overview of the structure, schedule, and agenda. Community Development Director Chantarangsu provided an in-depth presentation to the City Council on the functions of the Community Development Department, as well as discussed the role of the City Council as the Planning Agency.

The City Council recessed for a five minute break at 10:14 AM.

2. COMMUNITY DEVELOPMENT DEPARTMENT ORGANIZATIONAL ASSESSMENT

2.1. COMMUNITY DEVELOPMENT DEPARTMENT ORGANIZATIONAL ASSESSMENT PRESENTATION BY BILL KELLY FROM KELLY ASSOCIATES

Bill Kelly, President/CEO of Kelly Associates Management Group, detailed the process for conducting the Community Development Organizational Assessment, as well as reviewed the final recommendations and findings from the report. Mr. Kelly further responded to questions from the City Council regarding a number of issues, including Planning Commission, departmental processes, and report study methods.

3. COMMUNITY ENGAGEMENT

3.1. CURRENT EFFORTS ON COMMUNITY ENGAGEMENT

Assistant City Manager White reviewed all the City's current public and community engagement tools, specifically focused on the technology platforms utilized by the City. Assistant City Manager White also provided past examples of the City's engagement process.

3.2. PRESENTATION ON FUTURE TRENDS AND BEST PRACTICES BY RYDER SMITH FROM TRIPEPI SMITH & ASSOCIATES

Ryder Smith, President of Tripepi Smith & Associates, provided a brief presentation to the City Council. Mr. Smith discussed the importance of communication by the City, as well as the various available social media tools and platforms.

4. CITY HALL WORK SCHEDULE AND HOURS OF OPERATION

4.2. CITY HALL WORK SCHEDULE AND HOURS OF OPERATION

Item 4.2. was taken out of order.

City Manager Channing briefly recapped the recommendation provided in the Community Development Department Organizational Assessment regarding City Hall work schedule and the hours of operation. Staff provided the City Council with the results of a survey of surrounding cities regarding work schedules and hours of operation.

City Council agreed not to modify the hours of operation for City Hall or work schedules for staff.

4.1. CITY COUNCIL MEETING SCHEDULE

Item 4.1. was not discussed due to a lack of time.

ADJOURNMENT

There being no further business before the City Council at this Special Meeting, Mayor Kogerman adjourned the meeting at 12:49 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

BARBARA D. KOGERMAN, MAYOR

APPROVED AT MEETING OF FEBRUARY 23, 2016



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: FEBRUARY 23, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
FEBRUARY 23, 2016.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$861,964.98.

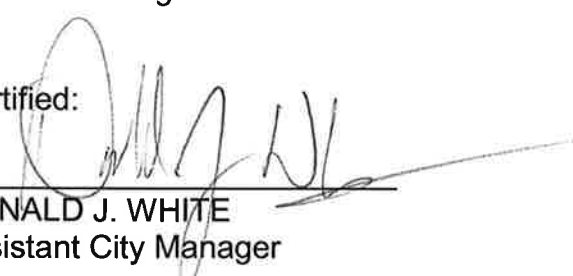
SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

2-17-16
DATE

FISCAL IMPACT:

The warrant register total is \$861,964.98.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 02/23/16

Date: 02/16/2016

Time: 9:09 am

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810478	02/04/2016	Printed		A-0331	AT&T MOBILITY	Wireless Service, Jan '16	63.02
8810479	02/04/2016	Printed		C-0023	COX COMMUNICATION	Wi-Fi & Cable, CH, Jan '16	138.39
8810480	02/04/2016	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Jan '16	29.00
8810481	02/04/2016	Printed		P-1827	DAVID PRICE ON BEHALF OF AVERY	Settlement of Claim	15,000.00
8810482	02/04/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Shoreline Cons., Pool Bond	500.00
8810483	02/04/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Davenport Ptds, C&D Deposit	3,288.60
8810484	02/04/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Cardinal Const, Pool Bond	500.00
8810485	02/04/2016	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenishment, Jan	703.02
8810486	02/04/2016	Printed		W-2441	WEST COAST MOVEMENT PROJECT,	Contract Inst Svcs., Dance	129.50
8810487	02/08/2016	Printed		U-2121	U.S. POSTAL SERVICE	Postage, City Views, Feb	2,500.00
8810488	02/11/2016	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 1/3-1/31	7,656.24
8810489	02/11/2016	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Jan '16	14,440.00
8810490	02/11/2016	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure, Jan	6,538.68
8810491	02/11/2016	Printed		B-0304	BEE MAN, THE	Bee Removal, Pub Svcs, Feb	150.00
8810492	02/11/2016	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Jan-Feb	567.56
8810493	02/11/2016	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Plan Chk, Bldg & Safety, Jul	21,781.36
8810494	02/11/2016	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	1,868.77
8810495	02/11/2016	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Jan '16	4,667.75
8810496	02/11/2016	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, CC, Feb '16	130.00
8810497	02/11/2016	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Jan	578.67
8810498	02/11/2016	Printed		D-0561	DOCU-TRUST	Offsite Data Storage, Jan '16	91.00
8810499	02/11/2016	Printed		E-0554	ECONOMICS, INC.	Prof Svcs, Recycling Prog, Jan	4,839.33
8810500	02/11/2016	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Public Svcs, Dec	5,206.69
8810501	02/11/2016	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	69.30
8810502	02/11/2016	Printed		F-0709	FIVE STAR TROPHIES	Office Supplies, Jan '16	140.40
8810503	02/11/2016	Printed		G-0791	GORMAN, RON	Contract Inst Svcs, Guitar	199.50
8810504	02/11/2016	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, Dec	954.57
8810505	02/11/2016	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, Jan	76.91
8810506	02/11/2016	Printed		J-1057	JAMEY CLARK, INC.	Park Repair, Jan '16	133.70
8810507	02/11/2016	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Feb '16	575,972.38
8810508	02/11/2016	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	414.82
8810509	02/11/2016	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 2/2-2/29	83.16
8810510	02/11/2016	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Pub Svcs	10,313.47
8810511	02/11/2016	Printed		M-1535	MUSIC MOVES ACADEMY, INC.	Contract Inst Svcs, Music	105.00
8810512	02/11/2016	Printed		N-1474	NIEVES LANDSCAPE, INC.	Monthly and Misc Landscape, Feb	78,877.24
8810513	02/11/2016	Printed		C-1008	NPDES	Share Nat'l Pollutant, CIP#410	40,496.60
8810514	02/11/2016	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	760.73
8810515	02/11/2016	Printed		O-1552	ORANGE COUNTY FIRE AUTHORITY	Remit, Fire Fees Collected, Jan	3,116.00
8810516	02/11/2016	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Jan '16	1,682.00
8810517	02/11/2016	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Jan	2,376.75
8810518	02/11/2016	Printed		P-1789	PRIORITY MAILING SYSTEMS, LLC	Mailing Machine Supplies, Jan	269.16
8810519	02/11/2016	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Jan	72.21
8810520	02/11/2016	Printed		R-1943	RAMIREZ, CHRISTINA	Mileage Reimb., Admin, Dec '15	10.96
8810521	02/11/2016	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Van Daele, Permit Refund	18,136.00
8810522	02/11/2016	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	L. Meinhold, V# 2003689.002	250.00
8810523	02/11/2016	Printed		R-1946	RK ENGINEERING GROUP, INC.	Traffic Study, 5 Lagunas	1,370.00
8810524	02/11/2016	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Jan '16	13,853.12
8810525	02/11/2016	Printed		S-2212	SHARPS COMPLIANCE, INC.	Hazardous Waste Supplies, Jan	507.50

Check Register Report

Warrant Register 02/23/16

Date: 02/16/2016

Time: 9:09 am

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8810526	02/11/2016	Printed		S-2253	SOCAL OFFICE	Lease-Copier, CC, Feb '16	1,062.31
8810527	02/11/2016	Printed		S-1904	TECHNOLOGIES-LEAS SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Jan '16	1,643.22
8810528	02/11/2016	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Jan '16	9,591.77
8810529	02/11/2016	Printed		S-2105	SYMQUEST SERVICES	Printer Repair, Police Svcs	65.00
8810530	02/11/2016	Printed		T-2002	TAB PRODUCTS COMPANY	Office Supplies, City Clerk	739.61
8810531	02/11/2016	Printed		T-2693	TELEPACIFIC COMMUNICATIONS	Communications Expense, Feb	1,141.40
8810532	02/11/2016	Printed		T-2042	TRAUMA INTERVENTION PROGRAMS	Community Program, TIP, Jan-Mar	910.32
8810533	02/11/2016	Printed		U-2165	UNDERGROUND SERVICE ALERT	Street Maintenance, Jan '16	85.50
8810534	02/11/2016	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Jan '15	1,065.06
8810535	02/11/2016	Printed		U-2166	UTILITY COST MANAGEMENT LLC	Prof Services, Utility Savings	1,344.55
8810536	02/11/2016	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Jan '16	1,904.00
8810537	02/11/2016	Printed		X-2400	XEROX CORPORATION	Copier Lease & Usage, Jan '16	761.00
8810538	02/11/2016	Printed		Z-2606	ZUMAR INDUSTRIES, INC.	Maintenance, City Signage, Jan	42.18
				Total Checks: 61		Checks Total (excluding void checks):	861,964.98
				Total Payments: 61		Bank Total (excluding void checks):	861,964.98
				Total Payments: 61		Grand Total (excluding void checks):	861,964.98



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 23, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

**ISSUE: ENVIRONMENTAL DETERMINATION AND PROFESSIONAL SERVICES
AGREEMENT WITH CNC ENGINEERING, INC., FOR THE LA PAZ ROAD
SIDEWALK WIDENING PROJECT, CIP NO. 171**

**RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ENVIRONMENTAL
DETERMINATION OF CATEGORICAL EXEMPTION AND APPROVE A
PROFESSIONAL SERVICES AGREEMENT WITH CNC ENGINEERING, INC., FOR THE
LA PAZ ROAD SIDEWALK WIDENING PROJECT, CIP NO. 171.**

SUMMARY:

The La Paz Road Sidewalk Widening project is proposed to improve pedestrian access to and from Valencia Elementary School by the expansion of the existing four foot sidewalk to an eight foot Primary Arterial Highway standard. The sidewalk widening is planned to occur on the northerly side of La Paz Road from Grissom Road to Paseo de Valencia and on the southerly side of La Paz Road from Paseo de Valencia to a point easterly of Champlain Road, across the full frontage of the School. In order to prepare the plans for this project and to proceed with the acquisition of right-of-way necessary for the sidewalk construction, staff initiated the City's procurement procedure for professional services, as well as followed procedures required by the State of California for this procurement given the project is partially funded with State Active Transportation Funds. In response to a Request for Proposal, seven firms submitted Proposals and a staff committee rated each written proposal. Four firms were then invited for an interview and staff determined the best qualified firm for this project to be CNC Engineering, Inc. Following this determination, the Professional Fee envelope was opened and staff and CNC came to agreement on the appropriate fee for the scope of work for this project. A Professional Services Agreement for this work, attached, has been prepared and is ready for approval. In addition, staff has performed an environmental determination for this project and recommends the approval of a Categorical Exemption.

BACKGROUND:

The La Paz Road Sidewalk Widening project is proposed to improve pedestrian access to and from Valencia Elementary School by expansion of the existing four foot sidewalk to an eight foot Primary Arterial Highway standard sidewalk width. The sidewalk widening is planned to occur on the northerly side of La Paz Road from Grissom Road to Paseo de Valencia and on the southerly side of La Paz Road from Paseo de Valencia to a point easterly of Champlain Road, across the full frontage of the School. Please refer to the attached Vicinity Map. The project has now been initiated based upon the issuance of grant funds from the State of California Active Transportation Program which covers a portion of the project costs.

The first step in initiating the project is to select a consulting Civil Engineering firm to begin the planning, survey and design of the project. This will be followed by an analysis of right-of-way needs and the potential acquisition of easements from four private property owners along the northerly side of La Paz Road and the acquisition of an easement from the Saddleback Valley Unified School District on the southerly side of La Paz Road. In accordance with the City's Procurement Code, and in accordance with the requirements of the State of California relating to the provision of grant funds, staff recently proceeded with the selection of the best qualified firm to perform the various tasks necessary to plan, survey, design, evaluate right-of-way and perform acquisition services for the project.

A Request for Proposal was issued as of January 5, 2016, and seven firms submitted Proposals on February 4, 2016. A staff committee evaluated and scored the proposals resulting in four firms being interviewed on February 9, 2016. As a result of this process, the best qualified firm was identified as CNC Engineering, Inc., (CNC). Following this determination, the Professional Fee envelope was opened and staff and CNC came to agreement on the appropriate fee for the scope of work for this project. The attached Professional Services Agreement between the City and CNC has been prepared by the office of the City Attorney and incorporates various contract provisions as required by the State of California. The Agreement includes attachments consisting of the Proposal, Scope of Work and Fees, the Request for Proposal, City Administrative Order No. 23, and Caltrans Exhibit 10-O relating to Disadvantaged Business Enterprise inclusion efforts. Approval of this Agreement is recommended.

It is anticipated that this project will require the acquisition of right-of-way from four private property owners on the northerly side of La Paz Road and from the SVUSD on the southerly side of La Paz Road. To inform the private property owners of this project and review the anticipated scope of work with them, staff mailed letters to the property owners on January 28, 2016, inviting them to a meeting on February 3, 2016. When no property owners acknowledged this notice by February 2, 2016, staff went to the three properties occupied by the owners, knocked on doors and left copies of the letter inviting them to call staff or to request a meeting at any convenient time to discuss the project. No property owners have responded to these contact efforts. Staff is in the process of sending a follow-

up letter to each property owner as we desire to open communications with them. Once the project is initiated, the Right-of-Way Agent, with staff supervision, will be seeking contact with the owners and will follow all applicable laws and regulations related to the potential acquisition of right-of-way for this project.

As noted below, staff has performed an environmental determination for this project and it is recommended that the City Council find that the project is categorically exempt. Please refer to the CEQA Findings herein.

FISCAL IMPACT:

The La Paz Road Sidewalk Widening project, CIP No. 171, is included in the current Capital Improvement Program Budget in the amount of \$175,000 in the 2015-16 Fiscal Year and \$390,000 in the 2016-17 Fiscal Year. The proposed fees in the Professional Services Agreement are within the budget.

CEQA FINDINGS:

Categorical Exemption per Section 15301, Class 1, "Existing Facilities"; Section 15302, Class 2 "Replacement or Reconstruction"; Section 15303, Class 3 "New Construction"; Section 15304, Class 4 "Minor Alterations to Land"; and Section 15305, Class 5, "Minor Alterations in Land Use Limitations".

DISCUSSION OF CEQA FINDINGS:

The project is comprised of several activities that are exempt from environmental review as indicated by the exemptions above.

- CEQA's Class 1 Exemption for "Existing Facilities" (CEQA Guidelines section 15301) applies to the minor alteration of existing public or private structures or facilities involving negligible or no expansion of use beyond that existing at the time of the exemption determination. Class 1 includes minor alterations to existing sidewalks and gutters as well as the demolition and removal of accessory structures such as fences. The project will include: (1) the demolition of fencing; (2) minor alterations to an existing right-of-way to integrate additional sidewalk area into the functional design of the right-of-way; (3) the purchase/ acquisition of up to an approximately five foot strip of land (an average of 500 square feet of land) from each of the four single-family residential properties located in the project area (less than one percent of the land area of each residential property involved); and (4) the acquisition of up to an approximately five foot strip of land along an approximately 800 foot long stretch of property owned by the Saddleback Valley Unified School District (less than one percent of the land area of an existing elementary school) which is presently used as a landscaped slope. The existing sidewalk will therefore be negligibly expanded, and is thus exempt pursuant to the Class 1 Exemption.

- CEQA's Class 2 Exemption for "Replacement or Reconstruction" (CEQA Guidelines section 15302) applies to the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. The project will include the demolition of existing structures located in the public right-of-way such as sidewalk, curb, and gutter, and the reconstruction of similar structures to accommodate for widened sidewalks. The new structures will be located on the same site as the existing structures and will have substantially the same purpose and capacity as the existing structures. The demolition and reconstruction of the structures included within the project are therefore exempt pursuant to the Class 2 Exemption.
- CEQA's Class 3 Exemption for "New Construction or Conversion of Small Structures" (CEQA Guidelines section 15303) applies to the construction and location of limited numbers of new, small facilities or structures, including accessory structures such as fences. The project will include the demolition and reconstruction of existing fences and retaining walls. The new construction of these accessory structures is therefore exempt pursuant to the Class 3 Exemption.
- CEQA's Class 4 Exemption for "Minor Alterations to Land" (CEQA Guidelines section 15304) applies to minor public or private alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Minor alterations to land included within Class 4 include new landscaping and minor trenching and backfilling where the surface is restored. The project calls for minor alterations to land associated with widening and constructing improvements in the public right-of-way. These minor alterations will include the establishment of temporary approximately ten foot construction easements over existing real property, replacement of landscaping, and minor trenching and backfilling. In addition, the project calls for minor alterations to the existing landform to establish the proper grades for the construction of the proposed sidewalks such as cut and fill of up to two feet of soil, the removal and reconstruction of low retaining walls, and reconfiguration of existing irrigation lines. The minor alterations to land associated with the project will not require the removal of trees considered to be scenic. The trees to be removed as part of the project are considered to be ornamental in nature. The project's minor alterations to land are therefore exempt pursuant to the Class 4 Exemption.
- CEQA's Class 5 Exemption for "Minor Alterations in Land Use Limitations" (CEQA Guidelines section 15305) applies to minor alterations in land use limitations in areas with an average slope of less than 20%, which do not result in any changes in land use or density, including minor lot line adjustments not resulting in the creation of a new parcel. The City's contemplated purchase/acquisition of property interests may be accomplished with roadway easements or partial fee acquisitions

which may require lot line adjustments or certificates of compliance. The project will also result in the conversion of property currently used for residential and landscape purposes to a public use for an expanded sidewalk. These minor alterations in land use limitations will apply to property with a slope of less than 20 percent. No new parcels will be created. As a result, these minor alterations are exempt pursuant to the Class 5 Exemption.

ATTACHMENTS:

- Vicinity Map
- Proposed Professional Services Agreement with CNC Engineering, Inc.



20m

80ft

LAPAZ ROAD SIDEWALK PROJECT, CIP NO. 171, VICINITY MAP

Date: 12/17/15



2/23/2016 ITEM NO. 3.5

PROFESSIONAL SERVICES AGREEMENT
CNC Engineering, Inc.
(Civil Engineering & Right of Way Acquisition Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 23rd February 2016, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and CNC ENGINEERING, INC., a California corporation) (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. At this time, the City proposes to widen the pedestrian sidewalk on specific segments of La Paz Road, easterly of Paseo de Valencia, in order to improve school age pedestrian access to Valencia Elementary School. The objective of this proposed project is to establish an eight foot wide sidewalk within the project limits consistent with the Primary Arterial Highway design standards. This proposed project, entitled "La Paz Road Sidewalk Widening, CIP No. 171," although not yet approved by the City, is currently in the planning and feasibility stage and is part of the State funded Active Transportation Program.

B. City has determined that there is a need to retain the professional services of a qualified civil engineering consulting services firm with specialized engineering expertise and public agency experience for the purpose of providing certain planning and feasibility studies, land surveying, civil engineering design, right of way engineering, real property appraisal, and right of way acquisition services, as well as other ancillary and related professional services, to City for the proposed La Paz Road Sidewalk Widening, CIP No. 171 (the "Project").

C. Consultant has submitted to City a formal written proposal in response to City's Request for Proposals (RFP), dated February 4, 2016 (as amended and revised by letter correspondence dated February 12, 2016), to provide certain professional planning and feasibility studies, land surveying, civil engineering design, right of way engineering, real property appraisal, and right of way acquisition services, as well as other ancillary and related professional services, to City for the Project pursuant to the terms of this Agreement.

D. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, or technical training and expertise capable to perform the work or services contracted for herein.

E. City now desires to retain Consultant to provide such professional consulting services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform and provide the professional planning and feasibility studies, land surveying, civil engineering design, right of way engineering, real property appraisal, and right of way acquisition services, as well as other ancillary and related professional services, to City for the Project as set forth in the Proposal/Scope of Work, dated February 4, 2016 (as amended and revised by letter correspondence dated February 12, 2016), which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant's signed, original Proposal/Scope of Work dated February 4, 2016 (as amended and revised by letter correspondence dated February 12, 2016) ("Consultant's Proposal") and submitted to City; and, (3) the City's Request for Proposals (RFP) dated January 5, 2016, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Request for Proposals, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the City's Request for Proposals (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services and work that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

1.10 Debarment and Suspension Certification.

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 of the Code of Federal Regulations, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

2. COMPENSATION

2.1 Maximum Contract Amount.

A. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, dated February 12, 2016, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (herein after referred to as the "Maximum Contract Amount"). Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

B. The method of payment for this Agreement will be based on lump sum. The total lump sum price paid to Consultant will include compensation for all Work and deliverables, including travel and equipment described in the Scope of Services of this Agreement. No additional compensation will be paid to Consultant, unless there is a change in the scope of the Work or the scope of the Project. In the instance of a change in the Scope of Services or scope of the Project, adjustment to the total lump sum compensation will be negotiated between Consultant and City, pursuant to Section 1.8. Adjustment in the total lump sum compensation will not be effective unless and until authorized by a written amendment to this Agreement and approved by City.

C. Progress payments may be made monthly in arrears based on the percentage of Work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of this Agreement.

D. Consultant shall not commence performance of Work or Services until this Agreement has been approved by City and notification to proceed has been issued by City's Contract Officer. No payment will be made prior to approval of any Work, or for any Work performed prior to approval of this Agreement.

E. Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by City's Contract Officer of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of Work for which Consultant is billing. Invoices shall detail the Work performed on each milestone, on each Project as applicable. Invoices shall be based upon the amount and value of the Services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Invoices shall follow the format approved by the City's Finance

Manager and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions of Section 4.7, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's Work. Invoices shall be mailed to City's Contract Officer at the following address:

City of Laguna Hills
Attention: Director of Public Services/City Engineer
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

F. All subcontracts in excess of \$25,000 shall contain the above provisions.

2.2 [RESERVED]

2.3 Change in Terms.

A. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

B. Consultant shall only commence Work covered by an amendment to this Agreement after the amendment is executed and notification to proceed has been provided by City's Contract Officer.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Consultant's Proposal, which is a part of this Agreement, without prior written approval by City's Contract Officer.

2.4 Funding Requirements.

A. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

B. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds for the

mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

C. This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or Laguna Hills City Council that may affect the provisions, terms, or funding of this Agreement in any manner.

D. City has the option to void this Agreement under the 30-day termination clause pursuant to Section 8.3, or, by mutual agreement, to amend this Agreement to reflect any reduction of funds.

2.5 Retention of Funds. No retainage will be withheld by City from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants. Any subcontract entered into as a result of this Agreement shall contain the provisions of this section.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine

restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Performance Period.

A. This Agreement shall go into effect on February 23, 2016, contingent upon its approval by the Laguna Hills City Council ("Effective Date"), and Consultant shall commence Work after notification to proceed by City's Contract Officer. This Agreement shall, thereafter, continue in full force and effect until Project completion, unless extended by mutual written agreement of the Parties or earlier terminated as provided elsewhere in this Agreement.

B. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.

3.5 [RESERVED]

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Shahab (Sean) Nazarie, P.E., Director of Engineering/Project Manager.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial

inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

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

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that

the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

4.6 Subcontracting.

A. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

B. Consultant shall perform the Work contemplated with resources available within its own organization, and no portion of the Work pertinent to this Agreement shall be subcontracted without written authorization by City's Contract Officer, except that which is expressly identified in Consultant's Proposal.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by City's Contract Officer prior to the start of work by the subconsultant(s).

4.7 Equipment Purchase.

A. Prior authorization in writing by City's Contract Officer shall be required before Consultant enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or Consultant Services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in Consultant's Proposal and exceeding \$5,000, prior authorization by City's Contract Officer, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures, and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, and, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." Title 2 of the Code of Federal Regulations Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. **Automobile Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. **Professional Liability (Errors & Omissions) Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this

Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

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

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

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

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

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

1. Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

2. Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of

insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

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

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

5.11 Insurance for Subconsultants. Consultant shall include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional insureds under the Consultant's insurance policies, or Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Consultant agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds,

against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation

or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Consultant's Reports or Meetings.

A. Consultant shall submit progress reports at least once a month to the Contract Officer. The report should be sufficiently detailed for the Contract Officer to determine if Consultant is performing to expectations or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

B. Consultant shall meet with City's Contract Officer, as needed, to discuss progress on the Agreement.

C. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by

them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Confidentiality of Data.

A. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

B. Permission to disclose information on one occasion or public hearing held by City relating to this Agreement shall not authorize Consultant to further disclose such information or disseminate the same on any other occasion.

C. Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

F. All information related to the construction estimate is confidential and shall not be disclosed by Consultant to any entity other than City.

7.5 Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

7.6 Audit Review Procedures.

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement, that is not disposed of by agreement, shall be reviewed by the City Manager or City Finance Manager.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City Manager or City Finance Manager of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for Work and Services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

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

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be

entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest.

A. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation and as prohibited by City of Laguna Hills Administrative Order No. 23, which is attached hereto as Exhibit "C" and is incorporated herein by reference.

B. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project, which will follow.

C. Consultant hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of Services under this Agreement.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain provisions (B) through (F) of this section.

E. Consultant hereby certifies that neither Consultant nor any firm affiliated with Consultant will bid on any construction contract or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership or otherwise.

F. Except for subconsultants whose Services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

9.3 Statement of Compliance.

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

9.4 Rebates, Kickbacks or Other Unlawful Consideration. Consultant represents and warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion to terminate the Agreement without liability, to pay only for the value of the Work actually performed, or to deduct from the contract amount or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration

of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City:

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

To Consultant:

CNC Engineering, Inc.
Attention: Shahab Nazarie, P.E., Project Manager
2121 Alton Parkway, Suite 200
Irvine, CA 92606
Telephone: (949) 863-0588
Facsimile: (949) 863-0589

10.3 Entire Agreement. The two Parties to this Agreement, who are the before named Consultant and the before named City, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these Parties, for and in consideration of the payments to be made, conditions mentioned, and Work to be performed, agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below. This Agreement supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Prevailing Wages.

A. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Consultant agrees to fully comply with all applicable federal, state, and local laws and ordinances (including, without limitation, if applicable, the Prevailing Wage Laws).

B. When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

C. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain provisions (A), (B), and (C) of this section.

D. It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

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

10.11 Contingent Fee. Consultant represents and warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability, pay only for the value of the Work actually performed, or, in its discretion, to deduct from the contract amount or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10.12 Disputes; Questions of Fact.

A. Any dispute, other than audit, concerning only a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Officer and City Manager, who may consider written or verbal information submitted by Consultant.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications, and estimate, Consultant may request review by Laguna Hills City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

10.13 Inspection of Work. Consultant and any subconsultant shall permit City, the state, and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

10.14 Safety.

A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City's Engineer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the Project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

10.15 Claims Filed by City's Construction Contractor.

A. If claims are filed by City's construction contractor relating to Work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for Consultant's personnel Services under this Agreement.

C. Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written amendment to this Agreement, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this section.

10.14 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

10.15 Evaluation of Consultant. Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

10.16 Disadvantaged Business Enterprises. Consultant is encouraged to use Disadvantaged Business Enterprises ("DBEs"), as defined in 49 Code of Federal Regulations,

Part 26, in the performance of this Agreement. Consultant shall ensure that DBEs can fairly compete for and perform on any subcontracts authorized by City pursuant to Section 4.6 of this Agreement. Consultant shall ensure nondiscrimination in the award and administration of the City's contracts. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall complete the form entitled "Consultant Contract DBE Commitment." which is attached hereto as Exhibit "D" and is incorporated herein by reference.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
CITY OF LAGUNA HILLS,
a California municipal corporation

BARBARA KOGERMAN,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
CNC ENGINEERING, INC., a California
corporation

By: 

CLEMENT CALVILLO,
President

By: 

MARY CALVILLO,
Secretary

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

**DATED: FEBRUARY 4, 2016
As Amended and Revised by
Letter Correspondence Dated February 12, 2016**

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

Proposal

February 4, 2016

DESIGN SERVICES PROPOSAL FOR LA PAZ ROAD SIDEWALK WIDENING (CIP NO. 171)

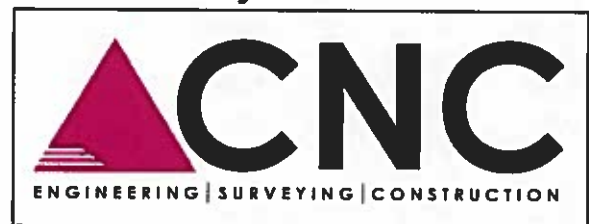


Prepared for:



Mr. Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

Submitted by:



2121 Alton Parkway, Suite 200
Irvine, CA 92606
(949) 863-0588
www.cnc-eng.com



Mr. Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

January 27, 2016

Subject: ***Design Services Proposal for La Paz Road Sidewalk Widening, CIP No. 171***

Dear Mr. Rosenfield,

CNC Engineering (CNC) appreciates the opportunity to submit our Technical Proposal for Design Services for La Paz Road Sidewalk Widening (CIP No. 171) in response to the City RFP dated January 5, 2016. CNC proposes to assign the undersigned, Shahab (Sean) Nazarie, P.E. as the Management Contact authorized to sign the agreement for CNC and as the Project Manager responsible for day-to-day management of the project.

In accordance with the requirements of the RFP, this proposal is 20 pages long (excluding covers, this transmittal letter and the required City documents) and is organized as follows:

- Section A – Credentials & References
- Section B – Scope of Services
- Section C – Key Personnel & Availability
- Section D – Schedule
- Section E – Certificate of Non-Discrimination
- Section F – Disclosure of Employment Relationships & Financial Interests

The undersigned, a duly authorized representative of CNC Engineering, hereby acknowledges that I have read and understand the terms and conditions of the City's form draft Professional Services Agreement received from the City on January 28, 2016. Furthermore, should CNC have the good fortune of being selected by the City of Laguna Hills as having the most qualified team for Design Services for La Paz Road Sidewalk Widening, CIP No. 171 project, we are ready and willing to execute the City's Professional Services Agreement.

CNC further understands that upon entering into the agreement with the City, we shall not provide services to any other public or private entities within the City of Laguna Hills for the duration of the agreement.

We trust this proposal meets the City's expectations. Should you have any questions about any portion of our proposal, please contact me at any time.

Respectfully Submitted,

CNC Engineering

A handwritten signature in blue ink that reads "S. Nazarie".

Shahab (Sean) Nazarie, P.E.
Director of Engineering



SECTION A CREDENTIALS & REFERENCES

YEAR ESTABLISHED: 1985

FIRM PRINCIPAL: Clement Nemece Calvillo, P.E., President

LEGAL STRUCTURE: Corporation

NUMBER OF EMPLOYEES: 40

FINANCIAL STABILITY: CNC is financially solvent and our latest reviewed financial statements of the company (December 31, 2014) reflect equity exceeding \$1,500,000. Our current assets exceed our current liabilities for a positive working capital of over \$650,000.

PROJECT EXPERIENCE: CNC has provided roadway design services to public works agencies throughout Southern California since its founding 30 years ago. The CNC project team assembled for CIP 171 has designed street rehabilitation plans and provided construction support for over 50 miles of roadways throughout Southern California over the last five years.

Detailed scope of services along with client references, dates of service for recent relevant projects are as follows:

Organization	Contact	Project Name	Date Completed	Description of Services
City of Costa Mesa 77 Fair Drive, 4th Floor Costa Mesa, CA 92628	Raja Sethuraman, P.E. Transportation Services Manager Phone: (714) 754-5032 E-mail: raja.sethuraman@costamesaca.gov	Harbor Boulevard/Adams Avenue Intersection Widening	2014	CNC prepared construction documents, for widening of this arterial intersection. CNC's scope of work included design survey, street improvement, drainage design signing and striping plans, traffic handling and stage construction plans. CNC also prepared legal descriptions and plats and private property improvement plans for acquisition of right-of-way at eight (8) adjacent properties. CNC met with affected property owners regularly during design to obtain consensus from all stakeholders. CNC also provided construction support services.



SECTION A CREDENTIALS & REFERENCES

Organization	Contact	Project Name	Date Completed	Description of Services
City of Buena Park 6650 Beach Blvd Buena Park, CA 90622	Nabil Henein, P.E. Deputy Director of Public Works (714) 562-6385 nabil_henein@ci.buena-park.ca.us	Commonwealth Avenue Widening	2004	CNC prepared the PS&E and right-of-way engineering for widening of ½ mile of Commonwealth Avenue between Beach Boulevard and Indiana Avenue from 84 feet to the ultimate width of 100 feet. The right of way acquisition was 8 feet on both north and south sides of the street and a total of 14 parcels were affected. CNC provided survey, mapping, roadway, drainage, utility relocation and traffic control plans and legal description and plats for all 14 parcels.
City of Carson 701 E. Carson St Carson, CA 90745	Rick Boutros, P.E. Principal Manager Phone: (310) 830-7600 Ext. 1812 E-mail: rboutros@carson.ca.us	Broadway Widening	2009	CNC prepared the PS&E for widening Broadway by adding a second northbound lane. Design included street improvements including new sidewalk, drainage analysis and plans for new catch basins and storm drains, utility coordination and preparation of PS&E for pavement rehabilitation, signing and striping, traffic signal, street lighting layout and traffic control plans. The project length was approximately 2 miles and included 5 signalized intersections, over 120 street lights and 8 stages of construction.
City of La Habra Heights 1245 N Hacienda Rd La Habra Heights, CA 90631	Dave Nichols Public Works Manager (Now General Services Manager at Lake Elsinore) Phone: (951) 334-7377 E-mail: d nichols@lthcity.org	Skyline Drive Roadway and Slope Repair	2012	CNC prepared final construction contract documents for slope stabilization, storm drain improvements and reconstruction of approximately 500 lineal feet of Skyline Drive which had sustained significant storm damage. Scope of work included topographic survey and mapping, plans and details for a keystone wall and grading for slope stabilization, plan and profile for construction of 200 LF of storm drain and multiple catch basins and construction plans for reconstruction of the roadway.





SECTION A CREDENTIALS & REFERENCES

SUBCONSULTANTS: CNC proposes to augment our project team by utilizing the services of the following Specialty consultants:

Company Name	Address	Contact Person	Telephone Number	Project Function	Roles/Responsibilities
Paragon Partners	5762 Bolsa Ave., Suite 201 Huntington Beach, CA 92649	Teri Kahlen	(714) 379-3376	Right of Way and Appraisal Services	Preparation of Title Reports and/or Litigation Guarantees, Property Appraisals and Acquisition Services
Diaz-Yourman & Associates*	1616 East 17th Street Santa Ana, CA 92705	Christopher M. Diaz, P.E., G.E.	(714) 245-2920	Soils Investigation	Field Sampling and Laboratory Analysis of the Soil to Provide Recommendations for the Design of the Retaining Wall
Innovative Structural Engineering	29970 Technology Drive Suite 108 Murrieta, CA 92563	Shawn Lothrop, P.E.	(951) 600-0032	Structural Design	Construction Documents and Supporting Calculations for Retaining Wall and Privacy Wall
Kobata Associates*	11688 East South Street Suite 201 Artesia, CA 90701	Roger Kobata, L.A.	(562) 860-1021	Landscape Design	Preparation of Conceptual Planting Plans and Construction Documents for Irrigation and Landscaping

*Certified Disadvantaged Business Enterprise

SECTION A

SUBCONSULTANT PROJECT EXPERIENCE AND REFERENCES

PARAGON PARTNERS:

City of Huntington Beach

Atlanta Avenue Widening Project

This street widening project consisted of adding a new traffic lane and a dedicated bike in each direction. This required the acquisition of 17,978 square feet of additional right of way from the owner of an adjacent mobile home park. Additionally, a temporary construction area was needed to allow for construction, relocation of utilities and blending the remaining private property with the new street configuration.

Contact: Tom Herbel, P.E., City Engineer, (714) 375-5077 Tom.Herbel@surfcity-hb.org

City of Newport Beach

Newport Boulevard and 32nd Street Intersection Widening Project

Project consisted of adding a new traffic lane and a bike lane in each direction and modifying the intersection of Newport Boulevard and 32nd Street. Paragon successfully negotiated all acquisitions within the designated timeline and budget.

Contact: Andy Tran, P.E., Senior City Engineer, (949) 644-3315 ATran@newportbeachca.gov

City of Palmdale

Avenue S Phase II Improvement Project

The purpose of this project is to widen the existing street to accommodate three lanes of traffic in each direction from 30th Street to 45th Street East. The right of way portion of this project includes obtaining road easements, temporary construction easements and bikeway easements, ultimately impacting 33 privately owned parcels.

Contact: David Wu, Associate Engineer/Project Manager, (661) 267-5324 dwu@cityofpalmdale.org

KOBATA ASSOCIATES:

References:

Donn Uyeno, Asst. City Engineer/Project Manager, City of West Hollywood, P: (323) 848-6457; Email: duyeno@weho.org

Marwan Youssef, Public Works Director/City Engineer, City of Westminster, P: (714) 548-3243; Email: vejohanson@westminster-ca.gov

Please refer to the resumes section of the proposal for project experience and references for the other members of our sub-consultant team.

SECTION B SCOPE OF SERVICES

Task 1- Meetings and Coordination

Prior to beginning the work tasks, CNC will attend the kickoff meeting with the city of Laguna Hills staff to review the scope of services, the project schedule, refine the scope of services and to finalize any administrative details such as point-of-contact for each team member. Thereafter, we will be available to attend design coordination meetings as necessary with the City to discuss design issues and possible impacts to the surrounding properties and the community and with utilities to discuss possible project conflicts with existing facilities. CNC will prepare and distribute minutes of all meetings including a list of action items and the responsible party. CNC will also meet and coordinate with OCTA regarding the reconstruction of the bus stop on the south side of the road.

Monthly Status Summaries will be submitted to show the estimated percentage of completion for each task, a summary of activities and accomplishments during the reporting period, a list of planned activities for the next reporting period and a list of issues and/or concerns that may affect the project progress. The progress summary will also note the actual date of event occurrence as work progresses and will update the project schedule by tracking the progress against the project schedule, along with a written narrative. The summary will also include a copy of the utility log showing (See Task 4) the latest history of correspondence with the affected utility purveyors and report any conflicts and requirements for utility relocations or adjustments that are recommended, even if it is not constructed as part of this project.

Task 2- Research & Data Collection

This task will consist of obtaining copies of available parcel maps, assessor maps, record drawings, local bench marks and centerline tie sheets to locate control monuments and to reference the elevations to the closest and latest Orange County Benchmark. Design will be tied to a minimum of two existing vertical control points. The record centerline will provide the basis of stationing and construction centerline alignment.

Task 3- Topographic Survey and Mapping

Topographic Survey: CNC will perform cross section survey of La Paz Road from the middle of the intersection at Paseo De Valencia to 50 feet beyond the easterly end of the project. Survey will extend at least 50 feet along the west side of Grissom Road and on Paseo De Valencia on both sides of La Paz Road. Survey cross sections will be performed at 50' intervals, grade breaks and beginning and ends of turns. Each cross section will consist of the existing wall, back of walk, , toe and top of slope and up to 20 feet beyond the top of slope along the school, top of curb, flowline, edge of gutter, adjacent lane line and existing surface culture including manholes, valves, pull boxes, signs and planting.

Complete topographic survey of the four residential lots on the north side of the road, from the R/W to end of each structure facing La Paz Road. CNC proposes to utilize GPS survey for the residential lots to speed up the survey and minimize disturbance for the residents. Of course if the foliage interferes with the signal, then CNC will use conventional survey for supplemental data collection.

All survey data will be electronically collected and downloaded on our computers for preparation of the base map. Mapping will be performed using Autodesk design enhancement package. CNC will field verify the base map for accuracy and completeness and also check it against available record drawings of the roadway. Drawings will show location of control points and bearing/distance or station/offset information from the project location to the control

SECTION B SCOPE OF SERVICES

points. The electronic files will be in AutoCAD and in full compliance with the City's Digital Submission Requirements for Street Improvement Plans.

Boundary Survey: Existing roadway right-of-way and property lines will be obtained from our title search (**See Task 7**) and available record drawings at the City and shown on the base map. Existing utilities and utility easements will be obtained as described in **Task 4** and will be added to the base map.

Task 4- Utility Investigation and Coordination

All three roadway segments are located in developed urban areas with many existing utilities. In order to identify all existing utilities, CNC proposes the following procedure:

1. CNC will access the Underground Service Alert's website and will compile a list of member agencies that own facilities within the project limits.
2. CNC will augment and/or refine the above list based on available information from the City.
3. CNC will notify each utility purveyor, in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
4. Utilities shown on the record drawings will be surface verified, and added to the base map prepared under Task 3, along with the most recent easement lines shown for each facility.
5. CNC will consult with the service planners and others as necessary within each utility company to resolve any conflicts.
6. CNC will keep City staff informed on all discussions with utility companies via written meeting minutes or records of telephone conversation.
7. CNC will prepare a Utility Notification Log to track utility company contacts and responses including contact information and dates of all outgoing and incoming correspondence.
8. With prior approval from the City, CNC will provide copies of the preliminary plans to the utility purveyors to facilitate planning future modifications.

Task 5- Geotechnical/ Materials Report

CNC's geotechnical consultant, **Diaz-Yourman & Associates (DYA)** will perform geotechnical investigation for design of the retaining walls.

Field Investigation – DYA will drill one 15-foot hollow stem auger boring and one 5-foot hand auger borings for the north segment and two 15-foot hollow stem auger borings and one 5-foot hand auger boring for the south segment. Borings will be backfilled with cutting/pea-gravel/sand and pavement surface will be patched with cold patch asphalt. DYA will provide traffic control for field work requiring lane closure on La Paz Road. CNC will prepare a draft right-of-entry for affected properties for City approval. We will also be available to accompany the City to meet with the owners to obtain their approval of right of entry.

Laboratory Testing – DYA will perform 10 moisture content/dry density, 10 index test (particle size analysis - #200 sieve, or Atterberg limits), 2 shear strength, 1 compaction, and 2 corrosion tests.

Engineering Analysis and Report – DYA will Provide a report with conclusions and recommendations regarding seismic hazards, earthwork/grading, shallow foundation bearing capacity and settlement, and corrosion potential.

SECTION B SCOPE OF SERVICES

Task 6- Plans, Specifications and Estimates

Construction Drawings:

Title Sheet - The title sheet will show the Project title, a vicinity map and a location map showing the specific location of each project, general notes, utility agencies' contacts and phone numbers, a sheet index and a list of the construction notes. If necessary or directed by the City, the general notes will be prepared on a separate sheet.

Roadway Drawings - Drawings will show the plan and profile for removal of existing sidewalks and retaining walls, items that will need to be protected in place or adjusted to grade such as the SCE vault on the north side of the road or the telephone manholes on the south side, new sidewalk and retaining walls. Plans will also show the details for furniture and signage for reconstruction of the existing OCTA bus stop on the south side of the road.

Drainage Plans - Drawings will show modification of the existing down drains discharging the runoff from the school to parkway drains and catch basins on La Paz Road.

Grading Plans, Details & Wall Profiles- Drawings will show horizontal control and precise grading for the modification of the slope and school playground on the south side, modification of backyard improvements on all four residential properties on the north side and profile of the top of retaining wall, top of privacy/sound wall, and top and bottom of wall footings.

Signing and Striping Plans - The drawings will provide sufficient detail for restoration of pavement striping and signing modification along the roadway on standard 40-sclae cut sheets.

Construction Traffic Control Plans- Construction will likely require temporary closure of the outside lane on La Paz Road. CNC will prepare the striping and signing layout and detail drawings for the temporary lane closure and traffic handling plans during construction.

Landscape Plans - The project will result is removal of several trees and other landscaping within the slope adjacent to the school property as well as extensive modification of landscaping on the residential parcels. We understand the project will provide parkway planting tree wells and restore landscaping on affected properties. CNC's landscape consultant, **Kobata Associates (Kobata)** will meet with owners to evaluate existing irrigation and planting, will prepare a schematic planting design for approval by the City and other stakeholders and will prepare the final construction documents for planting and irrigation on La Paz Road and affected properties.

Structural Plans- In accordance with the instructions in the RFP, the proposed retaining wall along Segment 1 (four private residences) will be a CMU wall topped with a six foot high free standing CMU privacy wall with stucco finish to match existing. Using the recommendations in the soils investigation and the wall profile, CNC's structural consultant, ISE will prepare the necessary structural calculations and details for the construction of the wall footing and details. We understand the retaining wall in Segment 2 (the School) will be a Type 1 Caltrans standard retaining wall with a City specified formliner. Therefore, no structural analysis or details will be necessary for this wall.

Cross Sections- CNC will provide cross section drawings of the existing and proposed conditions at 50-ft intervals.

Special Provisions:

CNC will prepare the technical Special Provisions in accordance with the latest Standard Specifications for Public Works Construction (Green Book) and a bid schedule. We understand the boiler plate and construction contract agreement will be furnished by the City.

**SECTION B SCOPE OF SERVICES****Statement of Probable Construction Cost:**

CNC will prepare an itemized quantity estimate and statement of probable construction cost for the project. CNC will also prepare a bidder's proposal sheet for use in project bidding as required by the City. The estimate will be prepared in EXCEL.

Task 7- Right-of-Way Acquisition, Appraisal and Title Services

CNC understands that the City requires right of way acquisition, appraisal and title services for the Sidewalk Widening, which involves the establishment of an eight-foot-wide sidewalk within the project limits. We understand that the City expects property acquisition offers to be made by April 29, 2016. APN and ownership information is provided in the following table:

APN	Owner
620-133-07	Patrick Tran, Bryan Tran, Caroline Tran
620-133-08	Cleotilde Pimental Victa
620-133-09	Beverly A. Leahy
620-133-10	Candelario and Celsa Vizcarra
620-135-15	Saddleback Valley Unified School District

CNC's Right-of-Way Acquisition consultant, Paragon Partners will provide the following services:

TITLE REPORTS OR LITIGATION GUARANTEES- Paragon will provide a title report or litigation guarantee for each parcel to be acquired. The following services will also be provided as necessary:

- Title reports
 - Research for the update of existing title reports or for preparation of new title reports.
 - Provide readable copies of supporting documents such as vesting deeds and encumbrances.
 - Title reports will be prepared in a form acceptable to the City.
 - Provide present ownerships of items that are shown on the title report, title guarantee or title insurance policy, when requested.
- Preparation of documents to include:
 - Conveyance documents
 - Subordination agreements and re-conveyance documents
 - Documents will utilize the form provided by the City.
- Assist the City in resolving issues affecting marketable title.
- Assist the City in determining the appropriate amount of title insurance coverage for the property.
- If necessary, record with the recorder: releases of deeds of trust, grant deeds, certificates of acceptance, memoranda of agreements and related documents required with respect to the transfer of the property.
- Provide copies of recorded documents.

PROPERTY APPRAISAL- Paragon will coordinate the preparation of appraisal reports for all five properties. The appraisal reports will be used to establish the fair market value and become the basis for the determination of Just Compensation set by the City. The appraiser will complete a Summary Appraisal Report in accordance with the Uniform Standard of Professional Appraisal Practice and California Code of Civil Procedure.

SECTION B SCOPE OF SERVICES

PROPERTY ACQUISITION- Paragon will perform the required acquisition services in accordance with the Uniform Relocation and Real Property Acquisition Act (49 CFR Part 2-4), as amended; the California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations); the Caltrans Right of Way Manual; and the City's own policies and procedures. Our general approach is as follows:

- Meet with the City to review the project scope, schedule and deliverables and then prepare a right of way acquisition plan to ensure final delivery of all services.
- Update the City regularly on the acquisition status.
- Review preliminary title reports, condition of title and appraisals to prepare for negotiations.
- Offer packages will be prepared in accordance with the California Code of Civil Procedure. Documents that may be included are: offer letter, appraisal summary statement, purchase and sale agreement, escrow instructions, conveying instrument, certificate of acceptance and Title VI information.
- In preparing offer packages, and when applicable, we will coordinate with the appraiser and furniture, fixtures and equipment appraiser to ensure that ownership of furniture, fixtures and equipment is determined before assigning values.
- Prepare and maintain a complete file for the parcel. The file will include a parcel diary of all pertinent information and contacts made relative to the negotiations.
- Acquire permits to enter or rights of entry as interim steps in the acquisition process, as necessary, to preserve the integrity of the project schedule.
- Personally meet and negotiate with the property owner, his or her agent or representative, or lessees. The City will be notified if facts are discovered that were not considered in the offer of Just Compensation.
- Promptly transmit all executed documents to the City for acceptance and processing.
- Recommend condemnation action, and provide support, when negotiations have reached an impasse. The required justification will be submitted in writing to the City.
- Coordinate the opening of escrow, assist the escrow company in obtaining additional documentation, as necessary, and review the closing document for completeness and accuracy.
- The original acquisition file will be reviewed for completeness, quality control and accuracy and then returned to the City for proper record retention.

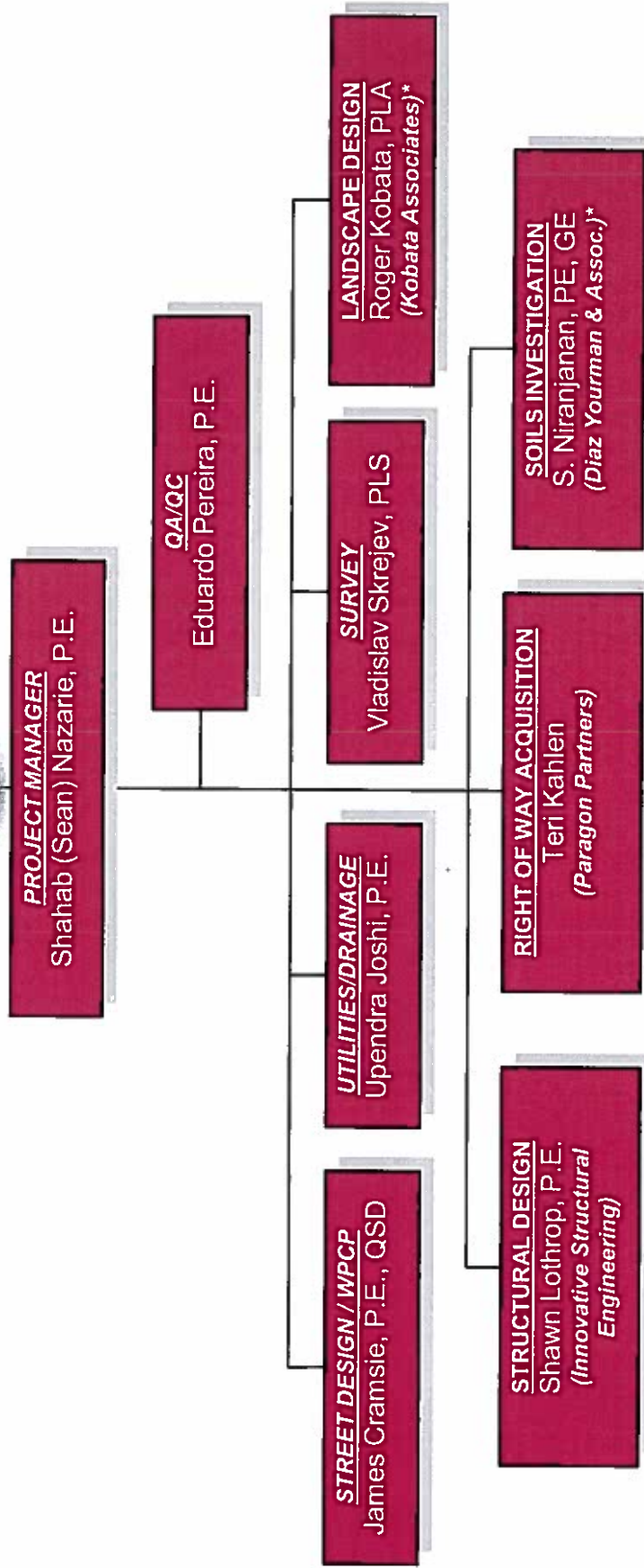
Task 8- Right-of-Way Engineering - CNC will perform the necessary traverse closures and calculate the precise right-of-way acquisition area for each parcel. CNC will prepare the legal description and prepare a plat on 8-1/2" x 14" vellum in AutoCAD for the right-of-way take in accordance with the City of Laguna Hills standard layout for acquisition maps. The documents will be submitted for City review and upon approval, will provide copies of the final legal description, deed, exhibits and right-of-way map for City execution.

Task 9- Bidding Services

CNC will be available to provide the following construction support services:

1. **Bidding Phase-** CNC will attend one (1) pre-bid meeting and will be available to respond to questions regarding the project design.
2. **Pre-Construction Meeting-** CNC will attend one (1) pre-construction meeting.
3. **Responding to requests for information (RFI)-** CNC will make written responses to RFIs and copy the City.

SECTION C ORGANIZATION CHART



***Certified DBE**



Shahab (Sean) Nazarie, P.E.

Project Manager

35% Availability

Title: Director of Engineering

Office Location: Irvine, CA

Years of Experience: 36

Registration(s):

Registered Professional Engineer, State of California,
#C36943, 1983

B.S. Civil Engineering, University of Southern California,
1980

Education:

M.S. Civil Engineering, California State University, Long
Beach, 1990

Professional Affiliations:

American Society of Civil Engineers (ASCE)
Past Vice Chairman, ASCE Hydrology & Hydraulics
Technical Group, Orange County Branch
American Public Works Association (APWA)

RELEVANT EXPERIENCE**Harbor Blvd. and Adams Ave. Intersection Improvement, Costa Mesa, CA.**

Served as the Project Manager responsible for preparation of the design survey, preliminary and final PS&E for the street widening, rehabilitation of pavement and sidewalk, lighting and landscape improvements at this heavily traveled arterial intersection. Work included design survey and mapping, hydrology, hydraulics and PS&E for storm drain improvements, preparation of construction phasing and traffic control plans, signing and striping plans and details and coordination with OCTA for bus stop relocation and utilities within the project limits.

Commonwealth Avenue Widening and median Improvements, Buena Park, CA.

Served as the Project Engineer responsible for preparation of the PS&E and right-of-way engineering for widening of a ½ mile segment of Commonwealth Avenue from Beach Boulevard to Indiana Avenue by 8 feet on both north and south sides of the street. A total of 14 parcels were affected. The project also included pavement reconstruction, removal and replacement of curb and gutter and sidewalk on both sides, modifications and/or installations of wheelchair ramp, relocation and modification of traffic signal system (by the City), relocation or modification of the storm drain system, failed pavement removal and replacement, installation of a PCC pavement and overlay and striping and marking of the completed project.

Broadway Improvements from Main St. to Alondra Blvd, Carson, CA.

Served as the Project Engineer responsible for preparation of the PS&E for adding a new northbound lane between Main Street and Griffith Avenue and rehabilitation of pavement and sidewalk, lighting and landscape improvements along a 2-mile segment of this heavily traveled arterial.

Skyline Drive Slope Stabilization and Street Improvement, La Habra Heights, CA.

Project Manager responsible for preparation of plans, specifications and estimates for final construction contract documents for slope stabilization, storm drain improvements and reconstruction of approximately 500 lineal feet of Skyline Drive which had sustained significant storm damage. Scope of work included topographic survey and mapping, plans and details for keystone wall and grading for slope stabilization, plan and profile for construction of 200 LF of storm drain and multiple catch basins and construction plans for reconstruction of the roadway. CNC also prepared the project specifications per the Green Book, cost estimate and construction support services.

Fairview Road Wall, Costa Mesa, CA- Project Manager responsible for preparation of plans, specifications and estimates for construction of over 500 lineal feet of retaining wall, soundwall and visual screening along Fairview Road. He oversaw design survey, structural calculations, soils testing and utility coordination.



Eduardo B. Pereira, P.E.

QA/QC

25% Availability

Title: Senior Project Engineer

Office Location: Industry, CA

Years of Experience: 44

Registration(s):Registered Professional Engineer, State of California,
#C49566, 1992Registered Professional Engineer, Philippines, #12879,
1972**Professional Affiliations:**American Society of Civil Engineers (ASCE)
Civil Engineers and Land Surveyors of California
Society of American Military Engineers
Society of Hispanic Professional Engineers
Asian American Architects and Engineers Association
Filipino American Society of Architects and Engineers

Education:B.S. Civil Engineering, University of Santo Tomas,
Manila, Philippines, 1972, Magna Cum Laude

RELEVANT EXPERIENCE**Harbor Blvd. and Adams Ave. Intersection Improvement, Costa Mesa, CA.**

Served as the QA/QC Manager responsible for quality control review of the preliminary and final PS&E for the street widening, rehabilitation of pavement and sidewalk, lighting and landscape improvements for this project.

Broadway Improvements from Main St. to Alondra Blvd, Carson, CA.

Served as the QA/QC Manager responsible for quality control review of the PS&E for the rehabilitation of pavement and sidewalk, lighting and landscape improvements along a 2-mile segment of this heavily traveled arterial.

La Mirada Boulevard and Alicante Road Rehabilitation Project, La Mirada, CA.

Project Manager for the rehabilitation of La Mirada Boulevard and Alicante Road in the City of La Mirada. The project included roadway, signing, striping, traffic signal loop replacement improvements for the 1 mile and 1.5 mile segments of La Mirada Boulevard and Alicante Road, respectively.

Red Hill Avenue Median Improvements, Costa Mesa, CA

Mr. Pereira served as the QA/QC Manager for design of raised landscaped medians on 1.2 miles of Red Hill Avenue. His responsibilities included reviewing the PS&E for new median construction and utility connections for irrigation and lighting.

Downtown Gateway Landscape Improvement on SR-55, Costa Mesa, CA

Mr. Pereira served as the QA/QC Manager for design of an entry monument sign and landscape improvements along ¼ mile segment of SR-55.

Railroad Street Widening and Realignment, Azusa Avenue to Hatcher Avenue, City of Industry, CA.

Project Manager responsible for management and coordination of final street design intended to realign and widen one-half mile of Railroad Street from Azusa Avenue to Hatcher Avenue including refurbishment of affected adjoining properties, utility relocations and new street lights. The project cost is \$2.0 million (est.).

Valley Boulevard Widening, Hambledon Avenue to Lemon Avenue, City of Industry, CA.

Project Manager responsible for management and coordination of final street design to widen 2.6 miles of the two eastbound lanes of Valley Boulevard in the City of Industry.



James R. Cramsie, P.E., QSD*Roadway Design*

50% Availability

Title: Project Engineer**Office Location:** Irvine, CA**Years of Experience:** 20

Registration(s):Registered Professional Engineer, State of California,
C59785, 1999

LEEDs Green Associate Certification

Orange County Engineering Council, Young Engineer
Award, 2001Qualified SWPPP Developer (QSD), Certification No.
20417

Education:B.S. Civil Engineering, California State University, Long
Beach, 1995**Professional Affiliations:**

American Society of Civil Engineers (ASCE)

Institute of Transportation Engineers (ITE)

Overview

Mr. Cramsie has over 20 years of experience in the field of civil engineering. His background includes serving as the project engineer for a wide variety of projects from simple to complex, as well as for specific portions of large projects. He has experience in civil engineering for infrastructure and transportation, including utility plan preparation, traffic engineering, and roadway design.

RELEVANT EXPERIENCE**Harbor Blvd. and Adams Ave. Intersection Improvement, Costa Mesa, CA.**

Served as the Project Engineer responsible for preparation of base maps, preliminary and final PS&E for the street widening, rehabilitation of pavement and sidewalk, lighting and landscape improvements at this heavily traveled arterial intersection. Work included preparation of construction phasing and traffic control plans, signing and striping plans and details and coordination with OCTA for bus stop relocation and utilities within the project limits.

Joann Street Bike Trail, Costa Mesa, CA.

Mr. Cramsie was Project Engineer for the design of 5,000 lineal feet of bike trail. Responsibilities included design of plan and profile for a new meandering alignment, pavement rehabilitation, coordination with landscape and electrical designers and utility companies.

Broadway Improvements, Carson, CA.

Mr. Cramsie served as project engineer for the preparations of street improvements plans for the rehabilitation of Broadway. The project length was approximately 2 miles. The project included site evaluation of existing curbs, sidewalks and driveways that required reconstruction, design of various pavement rehabilitation strategies, utility research and coordination and storm drain improvements. In addition to the street rehabilitation plans, signing and striping, traffic signal and traffic control plans were prepared in support of the street plans and include as part of the construction documents. Mr. Cramsie as prepared specifications, quantity take-off and cost estimates.

Citywide Pavement Rehabilitation and Resurfacing, Laguna Beach, CA

Served as the Project Engineer, responsible for supervising field reconnaissance, agency coordination, preparation of PS&E and construction support serviced for resurfacing of 4.2 million square-feet of pavement throughout the city.

Citywide Pavement Rehabilitation and Resurfacing, La Habra Heights, CA

Served as the Project Engineer, responsible for supervising field reconnaissance, agency coordination, preparation of PS&E and construction support serviced for resurfacing of 900,000 square-feet of pavement in maintenance Zone 2 of the city.



Upendra L. Joshi, P.E.*Utilities & Drainage*

35% Availability

Title: Civil Engineer**Office Location:** Industry, CA**Years of Experience:** 19

Registration(s):Registered Professional Engineer, State of California,
#C72535, 2007M.S. Civil Engineering, Pavement Design, University of
Mississippi, 2002**Education:**B.S. Civil Engineering, Bapuji Institute of Engineering
and Technology, Davangere, India, 1996**Professional Affiliations:**

American Public Works Association (APWA)

Chi Epsilon Society

Overview

Mr. Joshi has over 20 years of experience in the field of civil engineering. His background includes serving as the project engineer for a wide variety of projects. He has experience in civil engineering for transportation including site grading, drainage, erosion control, roadway design, interchange improvements and preparation of SWPPP.

RELEVANT EXPERIENCE**Proctor Avenue Improvements, City of Industry, CA.**

Overlay and reconstruction of approximately 5000 feet of existing 5 lanes with curb & gutter, sidewalk. Responsible for design, preparation of typical sections, profile, construction cost and bidding documents. Coordination with utility companies and geotechnical team.

Gale Avenue Improvements, City of Industry, CA.

Overlay and reconstruction of approximately 10,500 feet of existing 5 lanes with curb & gutter, sidewalk. Responsible for design, preparation of typical sections, profile, construction cost and bidding documents. Coordination for utility relocation and geotechnical team.

Puente Hills Mazda, City of Industry, CA.

Construction of 28,000 square feet two story building with 100 parking spaces in 3.1 acres commercial land. In addition construction of 400 ft long retaining wall with wrought iron fence around the perimeter of the property. Responsible for construction management, engineering cost verification, design verification and implementation of site and parking areas, sub-consultants and general contractor coordination, verification and implementation of project schedule.

Varner Rd./ Monterey Ave. Improvements, Thousand Palms, CA.

Widening and reconstruction of approximately 7100 feet of existing 2 lanes to proposed 5 lanes with curb & gutter, sidewalk, sound wall and concrete barrier with glare screen at Caltrans right of way. Responsible for geometric design, preparation of typical sections, plan/profile, construction cost and bidding documents. Coordination for utility relocation, CALTRANS fact sheets and CALTRANS permitting, agencies coordination.

I-215/Scott Road Interchange Improvements, Riverside, CA.

Responsible for the design and improvements of I-215/Scott Road interchange on-ramps and off-ramps, including additional lanes. Preparation of SWPPP. Also responsible for Haun Road/Scott Road intersection improvements. Preparation and coordination for CALTRANS fact sheets.



Vladislav Skrejev, P.L.S.

Survey Manager

35% Availability

Title: Survey Manager

Office Location: Industry, CA

Years of Experience: 16

Registration(s):

Licensed Land Surveyor, State of California, #8363,
2006

Professional Affiliations:

California Land Surveyors Association (State and Local
Chapters in Los Angeles and Orange County)

Education:

Master of Science in Geodesy, University of
Architecture, Civil Engineering and Geodesy, Sofia,
Bulgaria, 2000

Overview

Mr. Skrejev has 16 years of experience in the survey industry. He has performed topographic, boundary, A.L.T.A., construction and control surveys. Throughout his career he has been involved in preparation of legal descriptions, final maps, survey data processing and calculation, and supervision of multitask projects involving application of various survey techniques. As a project manager he is proficient of preparing cost estimates of diverse projects, has directed and trained teams of technicians in doing research, abstracting, surveying field procedures and data processing. He is familiar with the latest trends in survey instruments and software, including static and RTK GPS, total stations, digital leveling, advance knowledge of survey data collection and processing, adjustment software and CADD.

RELEVANT EXPERIENCE**Surveying****Harbor Blvd. and Adams Ave. Intersection Improvement, Costa Mesa, CA.**

Served as the Survey Manager responsible for cross section survey of approximately ½ mile of Harbor Blvd. and Adams Avenue as well as setting aerial targets and coordination with the aerial photogrammetrist for aerial mapping of the project site.

Broadway Improvements from Main St. to Alondra Blvd, Carson, CA.

Served as the Survey Manager responsible for cross section survey of a 2-mile segment of this heavily traveled arterial.

Joann Street Bike Trail, Costa Mesa, CA.

Served as the Survey Manager responsible for cross section survey of 5,000 lineal feet of Joann Street bike trail along Harbor Blvd. and the east-west leg of the trail.

Topographic Survey of Four Intersections for the Rosedale Traffic Mitigation, Azusa, CA.

Served as the Survey Manager responsible for topographic survey mapping of four major arterial intersections. Design survey and mapping consisted of cross section at 50-ft intervals along approximately 7,000 feet of Foothill Blvd, Citrus Ave, San Gabriel Ave and Todd Ave. Work was completed on schedule.

Boundary Survey – 600 Acres, City of Industry, CA.

Responsible for the design and the establishment of a GPS network for horizontal survey control. Performed research, data processing, calculations and boundary analysis. Supervised and directed boundary map preparation.

Kobata Associates, Inc.

Roger Kobata, L.A.

Landscape Design

50% Availability

Office Location: Artesia, CA

Years of Experience: 44/ **Years with Firm:** 44

Registration(s):

Landscape Architect

California, No. 1219

Education:

California Polytechnic University, Pomona

B.S. Landscape Architecture, 1967

Overview

Mr. Kobata has acted as lead Landscape Architect for landscape and irrigation PS&E and construction support on numerous projects. Recent examples include Sunset Boulevard Streetscape in the City of West Hollywood, Bolsa Avenue Beautification in the City of Westminster, Downey Avenue Beautification in the City of Downey and landscape, site furnishing, and hardscape design on a ½-mile segment of East 17th Street within the commercial zone in the City of Costa Mesa.

RELEVANT EXPERIENCE

Red Hill Avenue Median Improvements, Costa Mesa, CA

Mr. Kobata was responsible for preparation of multiple conceptual planting plan alternatives, attendance at a public workshop and preparation of construction documents for landscape/hardscape improvements within new medians on 1.2 miles of Red Hill Avenue.

Downtown Gateway Landscape Improvement on SR-55, Costa Mesa, CA

Mr. Kobata was responsible for design of an entry monument sign and landscape improvements along ¼ mile segment of SR-55. His responsibilities included development of alternative design concepts, meetings with the City staff and City Council members to discuss various concepts and preparation of the final construction documents for landscape and monument improvements.

Joann Street Bike Trail, Costa Mesa, CA.

Mr. Kobata was responsible for design of an entry monument sign and landscape and monument signage for 5,000 lineal feet of bike trail. He developed multiple design concepts for planting and signage, attended a workshop at the City, prepared the final construction documents and provided construction support services.

Indio Boulevard Median Improvement, Indio, CA.

Mr. Kobata was responsible for design of conceptual planting, construction documents and construction support services for landscape improvements on new and existing raised center medians along a 3.6-mile segment of this busy arterial. Construction was completed in 2005.

Commonwealth Avenue Widening and Median Improvements, Buena Park, CA.

Mr. Kobata prepared the construction documents for median landscape improvements along a 0.5 mile segment of the roadway and provided assisted with construction support services. Construction was completed in 2003.



29970 Technology Drive, Suite 108
Murrieta, CA 92563
P: (951) 600-0032
F: (951) 600-0036

Shawn Lothrop, P.E.

Structural Design
50% Availability

Education:

Bachelor of Science, Civil Engineering, Structural Emphasis, June 2000 : California State University, Long Beach

Certificate of Completion, Professional Engineer Review Course, July 2003 (96 Hours) : Dr. Chilepati, Irvine, CA

Certificate of Completion, Structural Engineer Review Course, September 2007 (96 Hours) : BYA Publications, Inc., Ben Youseffi, La Palma, CA

Completed Various Continuing Education Seminars since 2004 (Approximately 180 Hours)

Mr. Lothrop is the President of Innovative Structural Engineering, Inc. (ISE). He provides structural design & construction support services and is responsible for the operations of the company including engineers, drafters & office staff. Designs include the use of Wood, Masonry, Concrete, Light Gauge Steel, Hot Rolled Steel, SIP Panels & other Alternative building materials. His past and current projects include Residential Single Family & Multifamily Buildings, Multi-story Concrete buildings (Mixed-Use), Podium Style Buildings, Masonry Commercial Buildings, Educational, Religious & Municipal Buildings.

Relevant Experience:

Harbor Blvd/Adams Avenue Intersection Improvements, Costa Mesa, CA

Mr. Lothrop prepared the structural calculations and construction drawings for construction of security light pole foundations and CMU wall along a car dealership fronting the new widened portion of Harbor Blvd.

Fire Department Training Center, Vernon, CA

Mr. Lothrop prepared the structural calculations and construction drawings for a modified CMU wall footing to straddle an existing underground utility pipe.

17 West Business Park, Costa Mesa, CA

Mr. Lothrop prepared the structural calculations and construction drawings for an eight foot high truck dock ramp, consisting of reinforced concrete retaining walls and slab.

Accomplishments:

Licensed California Professional Structural Engineer, 2011, License #S5627

Licensed California Professional Civil Engineer, 2004, License #C66069

Licensed Arizona Professional Civil Engineer, 2005, License #42332

Licensed Colorado Professional Civil Engineer, 2005, License #40582

Licensed Oregon Professional Civil Engineer, 2005, License #76847PE

Licensed Nevada Professional Civil Engineer, 2007, License # 19318

Licensed Utah Professional Civil Engineer, 2008, License # 7000375-2202

Licensed Montana Professional Civil Engineer, 2009, License # 19140

Licensed Washington Professional Structural Engineer, 2012, License # 49854

Licensed Idaho Professional Engineer, 2012, License # 15634



S. Niranjanan, PE, GE
Geotechnical Manager

50% Availability

Emphasis

- Retaining Walls
- Pavement Rehabilitation
- Slope Stability
- Bridges
- Project Management

Education

2000/Master of Civil Engineering/Civil
Engineering/Washington State University

1997/Bachelor of Science/Civil Engineering/University of
Peradeniya Sri Lanka

Professional Registration

2009/Geotechnical Engineer/CA/2819

2004/Professional Engineer/CA/67023

Relevant Experience

Camarillo Santa Rosa Road Widening and Retaining Wall, Camarillo, CA – Mr. Niranjanan was responsible for geotechnical investigations for 40-wide widening of the roadway that encroached onto an existing 1H:1V slope. Scope of geotechnical services included studies and recommendations regarding seismic and geologic hazards, retaining wall types, retaining wall design parameters, foundation type and allowable bearing capacity, estimated total and differential foundation settlements, temporary and permanent slope stability, lateral earth pressures, pavement thickness design, and soil corrosion potential. Due to subsequent changes the California Building Code seismic design criteria, an additional report was prepared for a 5- to 23-foot-high retaining wall, approximately 550 feet long.

Irvine Avenue/Mesa Drive Retaining Walls, Newport Beach, CA – Geotechnical project engineer for a supplemental investigation at project site to determine possible new retaining wall types or locations. Mr. Niranjanan was responsible for the data review, engineering analyses, and assisted with the report.

Gisler Avenue Rehabilitation, Costa Mesa, CA – Geotechnical manager for the reconstruction of an approximately 4,500-foot-long reach of Gisler Avenue, from Harbor Boulevard to 100 feet west of Nebraska Place. Soil conditions, tree roots, and utility work contributed to the deterioration of sections of pavement, curb and gutter, and sidewalk. The project consisted of roadway reconstruction and storm drain replacement. DYA conducted a subsurface investigation and performed laboratory testing and engineering analyses to provide geotechnical input for the design of the project. Mr. Niranjanan provided project direction and developed conclusions and recommendations regarding pavement thickness, site preparation and grading, and corrosion potential.

Perris Boulevard Improvements, Ramona Avenue to Cactus Avenue, Moreno Valley, CA – Geotechnical manager for project to widen Perris Boulevard to two lanes in each direction from Cactus Avenue to Perris Valley Storm Drain Lateral “A,” approximately 2.5 miles. DYA provided non-destructive pavement testing (NDP), a geotechnical investigation and recommendations for overlay thickness design, new flexible pavement structural section design, site preparation and grading, and corrosion potential. Mr. Niranjanan developed and coordinated the field investigation and analyses and prepared the geotechnical report with recommendations.



KEY PERSONNEL

NAME, TITLE AND AVAILABILITY	BRIEF BIOGRAPHY	EDUCATION, LICENSES AND AFFILIATIONS	RELEVANT PROJECT EXPERIENCE
TERI KAHLER Project Manager 50% Availability	Teri Kahler is a licensed professional Land Surveyor with experience in the right of way acquisition industry with emphasis on interpreting and preparing legal descriptions for public agencies at the city, county and state levels and in the private sector for large engineering/land surveying firms in Southern California. Her previous experience includes working in the right of way engineering department for the County of Orange and Caltrans District 8, large civil engineering and land surveying firms as the project surveyor providing services to public agencies that include Caltrans, various counties and cities, flood control districts, and transportation agencies such as San Bernardino Associated Governments (SANBAG), Riverside County Transportation Commission (RCTC) and Orange County Transportation Agency (OCTA). With more than 15 years of right of way experience, Mr. Wellcome is a well-rounded agent knowledgeable of federal and state regulations relating to acquisition, relocation assistance and property management. He is experienced in property negotiations on behalf of the private and public sectors to obtain right of way, easements, permits, leases, temporary work space agreements and land acquisitions; inspect and review appraisals and title reports; use engineering plans and parcel maps to determine the location and alignment of various roads and utilities. Other responsibilities include preparation of right of way certifications per Caltrans guidelines; and the ability to prepare and present board items that go before the County Board of Supervisors.	- Professional Land Surveyor, California, No. LS8746 - Registered Land Surveyor - Licensed Real Estate Salesperson, No. 01803422 - Member, IRWA - Member, California Land Surveyor's Association - Member, WTS	- Fullerton Road Grade Separation Alameda Corridor-East Construction Authority - Lakewood Boulevard Improvements City of Downey - I-15/Ranchero Road Interchange City of Hesperia - I-15/40 Interchange, San Bernardino County and I-15 at Lenwood Caltrans - Roosevelt Park Drain Los Angeles County
JEFF WELLCOME SR/WA, R/W-RAC Principal Acquisition Agent 50% Availability	With more than 15 years of right of way experience, Mr. Wellcome is a well-rounded agent knowledgeable of federal and state regulations relating to acquisition, relocation assistance and property management. He is experienced in property negotiations on behalf of the private and public sectors to obtain right of way, easements, permits, leases, temporary work space agreements and land acquisitions; inspect and review appraisals and title reports; use engineering plans and parcel maps to determine the location and alignment of various roads and utilities. Other responsibilities include preparation of right of way certifications per Caltrans guidelines; and the ability to prepare and present board items that go before the County Board of Supervisors.	- Long Beach City College - IRWA SR/WA Designation - IRWA, R/W-RAC - Licensed Bureau Real Estate Salesperson, No. 01313731 - California Notary Public - Signing Agent Certificate - Member, IRWA	- Atlanta Avenue Widening Project City of Huntington Beach - SR-138 5th to 10th Street East Improvement Project City of Palmdale - Avenue S Street Widening Project, Phase II City of Palmdale - A.C. Warnick Nature Park Project City of Palmdale - Monterey Avenue Widening Project City of Rancho Mirage - SR-22 Expansion Project OCTA - Sierra Highway Bridge Project City of Santa Clarita - Prado Dam Project County of Orange
STEVE HJELMSTROM ASA-MTS Certified Appraiser Hjelmstrom & Associates 50% Availability	Steve Hjelmstrom has more than 10 years of appraisal experience in machinery and equipment, real property and improvements to the realty and is a certified machinery and technical services appraiser. He has been qualified by the Superior Court of Los Angeles, Orange County, and the U.S. Bankruptcy as an Expert Witness. He has significant experience in California Code of Civil Procedure 1263.310-330 compliant appraisals on projects involving eminent domain for the Los Angeles, Orange, San Bernardino, Riverside, Fresno and Madera counties. Throughout his career, Steve was directly responsible for the purchase and liquidation of machinery, equipment, and facilities providing extensive knowledge of machinery, office equipment, and furniture values under normal and distress procurement and liquidation conditions.	- Bachelor's Degree, Industrial Technology, California State University Long Beach - Graduate School of Business, Product Development and Manufacturing Strategy, Stanford University - ASA Disciplinary Courses - Certified General Real Estate Appraiser - USPAP Certification - American Society of Appraisers	- Avenue S Street Widening Project, Phase II City of Palmdale - Frank Sinatra Drive Street Widening Project City of Rancho Mirage - LAX/Crenshaw Metro Line and Station Improvements on Aviation Boulevard LA Metropolitan Transportation Authority - San Francisco Creek Trail ADA Access Ramp Upgrade City of Santa Clarita - Water Main Replacement Project, Phase II City of Pomona - Appraisal and Consulting Services City of Big Bear Lake - Multiple Projects Riverside County Flood Control District
CHRIS MAZAR Assistant Vice President/ Title Officer Commonwealth Land Title 50% Availability	Chris Maziar is a Title Officer with 29 years of experience in the title industry. He works effectively with property owners, attorneys, lenders and right of way firms. Mr. Maziar has an extensive background in commercial and industrial title searching and examining; he has overseen the completion of thousands of full- and partial-takes throughout the past 10 years. In addition, Mr. Maziar has excellent communication, leadership and time management skills. As a Title Officer, he makes underwriting decisions and resolves challenges with items that may cloud title. Mr. Maziar often foresees potential issues and presents ways in which to remedy them with little or no additional cost or time to the client.	- Mt. San Antonio - Community College - CLTA/ALTA Underwriting - Guidelines and Procedures - Fraud, Forgery, Foreclosures, Bankruptcy Certificates - Member, IRWA - California Land and Title Association	- Various major office structures in the Los Angeles and Orange Counties with liabilities up to \$100 million - Right of way title officer for projects including various Caltrans freeway expansions, contracts with county offices and bonds with liabilities as high as \$267 million - Lakeview Avenue Grade Separation OCTA - Raymond Avenue Grade Separation City of Fullerton - Tustin-Rose Grade Separation OCTA - Vineyard Avenue Grade Separation City of Ontario

**PROJECT SCHEDULE
CITY OF LAGUNA HILLS
LA PAZ ROAD SIDEWALK WIDENING, CIP 171**

ID	Task Name	Duration	Start	Finish	February	March	April	May	June
					E B M	E B M	E B M	E B M	E B M
1	Notice to Proceed	0 days	Wed 2/24/16	Wed 2/24/16					
2	Kick Off Meeting	1 day	Wed 2/24/16	Wed 2/24/16					
3	Research & Data Collection	2 days	Thu 2/25/16	Fri 2/26/16					
4	Survey & Mapping	5 days	Mon 2/29/16	Fri 3/4/16					
5	Utility Investigation	20 days	Thu 2/25/16	Wed 3/23/16					
6	Soils Investigation	25 days	Thu 2/25/16	Wed 3/30/16					
7	Obtain Title Reports	15 days	Thu 2/25/16	Wed 3/16/16					
8	75% PS&E	15 days	Mon 3/7/16	Fri 3/25/16					
9	75% PS&E Plan Check Submittal	0 days	Fri 3/25/16	Fri 3/25/16					
10	City Review of 75% PS&E	10 days	Mon 3/28/16	Fri 4/8/16					
11	Address 75% PS&E Comments	15 days	Mon 4/11/16	Fri 4/29/16					
12	Legal Descriptions & Plats	10 days	Mon 4/11/16	Fri 4/22/16					
13	90% PS&E & R/W Engineering Submittal	0 days	Fri 4/29/16	Fri 4/29/16					
14	City Review of 90% PS&E & R/W Engineering	10 days	Mon 5/2/16	Fri 5/13/16					
15	Address 90% PS&E & R/W Engineering Comments	15 days	Mon 5/16/16	Mon 6/6/16					
16	Final PS&E & R/W Engineering Submittal	0 days	Mon 6/6/16	Mon 6/6/16					
17	Right-of-Way Appraisals	15 days	Thu 3/17/16	Wed 4/6/16					
18	Right-of-Way Negotiations	17 days	Thu 4/7/16	Fri 4/29/16					
19	Property Acquisition Offers	0 days	Fri 4/29/16	Fri 4/29/16					

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of CNC Engineering (Consultant) the following:

CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Name: Shahab (Sean) Nazarie

Title: Director of Engineering

Signature: 

Date: 2/3/16

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: CNC Engineering

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

-none-

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

-none-

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

Signed this 3rd day of February, 2016, at 2121 Alton Parkway, Ste 200
Irvine, California.

Name: Shahab (Sean) Nazarie

Title: Director of Engineering

Signature: 



Mr. Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

February 12, 2016

Subject: ***Amendment to Proposal for Professional Engineering Services- CIP 171***

Dear Mr. Rosenfield,

CNC Engineering is very excited at the prospect of providing our services to the City of Laguna Hills for the subject project. Per your request, we have reevaluated the scope of work and our fee for the performance of the work in our original proposal dated February 4, 2016. If selected by the City of Laguna Hills, CNC team is prepared to provide all of the geotechnical and real property services and complete the final construction documents for this project consisting of approximately fifteen (15) sheets of construction plans, special provisions and opinion of probable construction cost for a total fee of **\$102,870**. The hourly breakdown and sub-consultant fees for each task are shown in **Attachment A**.

We were able to successfully negotiate with our Paragon Partners (Real Estate Acquisition Services) and Kobata Associates (Landscape Design) to lower their fees, without modifying the original scope of work. We would also like to point out that paragon intends to obtain all preliminary title reports through **Commonwealth Land Title**.

However, our fee negotiations with the original geotechnical consultant failed to produce the desired results. Therefore, we would like to request the City's approval to use the services of the geotechnical consulting firm of Hushmand Associates, Inc. (HAI). The scope of work for geotechnical services will consist of marking locations for the proposed borings; coordinating with Dig Alert to clear potential conflicts with underground utilities; perform only two (2) borings along the northerly side of La Paz Road through the existing sidewalk to a maximum depth of 25-feet below ground surface or depth of refusal and perform all necessary laboratory testing for the design of the retaining wall, remedial grading and soil corrosion potential. Mr. Jorge Turbay, P.E. will oversee all geotechnical investigation on behalf of HAI. We have attached a copy of Mr. Turbay's resume for your approval.

Per your request, we have also attached a completed and signed copy of Caltrans LAPM Exhibit 10-O2 for Consultant Contract DBE Commitment.

Should you have any questions about any portion of our proposal, please contact me at any time.

Respectfully Submitted,

CNC Engineering

A handwritten signature in blue ink that reads "S. Nazarie".

Sean Nazarie, P.E.
Director of Engineering

Attachments

ATTACHMENT A
LA PAZ ROAD SIDEWALK WIDENING, CIP 171
PREPARED FOR CITY OF LAGUNA HILLS
PREPARED BY: CNC ENGINEERING
DATE: FEBRUARY 12, 2016

TASK	DESCRIPTION	PROJ MGR \$150	QA/QC MGR \$150	SURVEY MGR \$125	PROJ ENGR \$125	DESIGN ENGR \$110	SURV CREW \$165	Admin	SUB CONTRACT LUMP SUM	OTHER DIRECT COSTS	EST TOTAL HRS	TOTAL NTE AMOUNT
1	Meetings & Coordination	24						\$60			28	\$3,840
2	Research & Data Collection			2	8			2			12	\$1,370
3	Survey Services											
	Topographic Mapping			8			14				22	\$3,310
	Boundary Survey			16							16	\$2,000
4	Utility Investigation & Coordination	2	2		8	12		4		\$500	28	\$3,660
5	Soils Investigation	2	2					2	\$10,380		6	\$11,100
6	PS&E											
	Title Sheet		1		2	4					7	\$840
	Roadway Plans		1		2	8					11	\$1,280
	Drainage Plans	2	2		4	8					16	\$1,980
	Grading Plans, Details & Wall Profiles		4		16	32					52	\$6,120
	Signing & Striping		1		4	8					13	\$1,530
	Construction Traffic Control Plans		2		8	12					22	\$2,620
	Landscape	2			2			2	\$8,780		6	\$9,450
	Structural	2			2			2	\$1,500		6	\$2,170
	Cross Sections		2		4	24					30	\$3,440
	Special Provisions	2	4		16			4			26	\$3,140
	Opinion of Probable Construction Cost		2		4	16		2			24	\$2,680
	Subtotal										213	\$35,250
7	RW Acq./ Appraisals/ Title Reports	2			4			2	\$35,800		8	\$36,720
8	Right-of-Way Engineering	2	4	20				2			28	\$3,520
9	Bidding Services											
	Bidding Phase RFI	2			6						8	\$1,050
	Construction Phase RFI	2			6						8	\$1,050
	Subtotal										16	\$2,100
ESTIMATED LABOR HOURS												
TOTAL NOT-TO-EXCEED AMOUNT												
		44	27	46	96	124	14	26	\$56,460	\$500	341	\$102,870



JORGE TURBAY, M.S., P.E.
SENIOR PROJECT ENGINEER

PROFESSIONAL EXPERIENCE

Mr. Turbay has over 15 years of experience working in geotechnical engineering projects for water resources, highways, bridges and electric power plants. Mr. Turbay has been involved in geotechnical investigations, drilling, soil testing, construction field inspections, management of construction quality assurance projects, dynamic soil properties characterization and one-dimensional soil response analysis, and analysis of field and laboratory data to characterize subsurface soil layering and properties for use in engineering analyses to develop geotechnical design parameters for foundation design, pavement design, slope stability analysis and design. Mr. Turbay has worked in seismic micro-zoning projects; seismic retrofit for both pedestrians and vehicular bridges; static and dynamic slope stability analyses; asphalt and concrete pavement design for roads, streets and alleys; shoring and sheetpiling design; retaining wall design; and shallow and deep foundation design. Mr. Turbay is a registered professional engineer with the State of California.

Registration

- Civil Engineer, CA No. C73141
- Civil Engineer, Colombia
- 40-Hour OSHA Trained, 29 CFR 1910.120 (e)(2)/8 CCR 5192
- Radiation Safety and Use on Nuclear Gauges Certificate

Education

- M.S. Civil Engineering, Los Andes University, Colombia, 2000
- B.S. Civil Engineering, Del Norte University, Colombia, 1998

Year of Experience:

- Over 15 Years
- Over 12 Years with HAI

PROJECT EXPERIENCE

Sidewalk Retaining Wall along east side of Huntington Dr between Topaz St and Esmeralda St, Los Angeles, CA

Project Engineer during the geotechnical investigation consisting of conducting a field exploration, performing laboratory testing and engineering analyses, and preparing a report presenting our findings, and design recommendations for the proposed retaining wall. Client: City of Los Angeles/Tetra Tech, 2016.

Berkshire Drain & Foothill Drain Improvements, Pasadena, CA

Project Engineer during the geotechnical investigation for two (2) sites, Berkshire Drain and Foothill Drain, located within the Hahamongna Watershed Park in Pasadena, CA. HAI provided the following information for Site 1 (Berkshire Drain): 1) Foundation and lateral earth pressure recommendations for design of a new reinforced concrete box (RCB) culvert, 2) Pavement recommendations for widening the existing road, 3) Grading recommendations for raising the existing road and dirt trail, and 4) Classification of the existing creek bottom and side slopes soils for erosion control design. Similarly, HAI provided classification of the existing relatively flat creek soils for erosion control design for Site 2 (Foothill Drain). Client: City of Pasadena/JMDiaz, 2016.



R1 & R2 Reservoir Management System, Laguna Hills, CA

Project Engineer providing geotechnical engineering recommendations during construction. The scope of work included 1) site reconnaissance and file review, 2) observe the 6-foot vertical cut (excavated by the contractor) to inspect the bedrock formation characteristics, 3) perform laboratory testing on the backfilling materials to evaluate their compaction characteristics, 4) observe the 2-foot-thick over-excavation, 5) test the scarified soils after compaction efforts, and 6) test the different layers of the proposed over-excavated soil pad after compaction efforts. Client: El Toro Water District (ETWD), 2015.

Disinfection CT Credit Improvements Project at the Earl Schmidt Filtration Plant, Castaic, CA

Project Engineer during the geotechnical investigation to provide recommendations to enhance the disinfection system at the facility and improve disinfection CT credit to meet all regulatory requirements for all operational conditions. The project consists of a chlorine contact basin supported on a reinforced concrete mat foundation, two (2) 54-inch diameter steel pipes that connect the chlorine contact basin with the existing piping system, and appurtenant structures. Provided mat foundation recommendations and lateral earth pressures for the design of the chlorine contact basin walls. Client: RBF / CLWA, 2014.

Wildwood Canyon Park Flood Control Improvements & Creek Restoration, Burbank, CA

Project Engineer during the geotechnical investigation to evaluate geological and geotechnical conditions and to provide recommendations for the repair of a substantially damaged wood-log retaining wall located along the west-northwest side of Wildwood Canyon Road within the Wildwood Canyon Park, and two wash-outs along a fire access dirt road which leads uphill to water tanks. The retaining walls will have a dual purpose: erosion protection and flood control. The park, which is used for hiking and outdoor activities, was damaged by a large fire in October 2005 and subsequently by floods which followed rainfalls in fall of 2005 and winter of 2006. The park includes a 2-mile trail system for hiking which traverses the Burbank side of the Verdugo Mountains, and well-maintained park areas off of Wildwood Canyon Road that provide picnic and open-grass areas. It is also the starting point of Link Trail which connects the park to the Verdugo Mountain way. Second stage of the project included drilling along the existing creek to evaluate soil conditions for design and construction of energy dissipator structures. HAI also provided CQA during the construction of three (3) retaining walls to replace an old timber retaining wall and to repair two (2) slope washout areas along an unpaved fire access road. Client: City of Burbank, 2006-2011.

Phase I, II and III – San Juan Creek Channel Improvements, San Juan Capistrano, CA

Project Engineer during the geotechnical investigation to provide recommendations for proposed improvements of approximately 4,000 feet of the westerly embankment of the channel. The investigation's main purpose was to provide recommendations for design and construction of a sheet pile wall to protect the channel's west levee from erosion and possible failure during major future flood events. The scope of services consisted of reviewing available published geological and geotechnical reports, conducting field explorations (drilling soil borings), performing laboratory tests on selected samples obtained from the borings, conducting geotechnical engineering and seismic hazard evaluations, and preparing a certified report containing our findings, conclusions, and recommendations. Client: County of Orange, 2006-2007.

EXHIBIT “B”

CITY REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL CIVIL ENGINEERING AND RIGHT OF WAY ACQUISITION CONSULTING SERVICES

**DATED: JANUARY 5, 2016
With Addendum No. 1 Dated January 18, 2016**

REQUEST FOR PROPOSAL

January 5, 2016

City of Laguna Hills La Paz Road Sidewalk Widening, CIP No. 171

The City of Laguna Hills plans to widen the pedestrian sidewalk on specific segments of La Paz Road, easterly of Paseo de Valencia, in order to improve school age pedestrian access to Valencia Elementary School. This project is a part of the State funded Active Transportation Program. This Request for Proposal is seeking a qualified Civil Engineering Consultant to perform Land Surveying, Civil Engineering Design, Right of Way Engineering, Appraisal of partial takes of private properties, Property Acquisition Services, Specifications and Estimates and Bid Process Support to effectuate the project in a timely manner.

The location of the work, in segments as depicted on the attached vicinity map, is: 1) on the northerly side of La Paz Road from Paseo de Valencia to Grissom Road (an approximate distance of 400') and 2) on the southerly side of La Paz Road from Paseo de Valencia easterly, across the frontage of Valencia Elementary School, to a point westerly of Champlain Road (an approximate distance of 800').

The objective of this project is to establish an eight foot wide sidewalk within the project limits consistent with the Primary Arterial Highway design standards. Within Segment 1, northerly side of La Paz Road, it will be necessary to acquire right of way easements from four private property owners, along with temporary construction easements. Within Segment 2, southerly side of La Paz Road, it will be necessary to acquire a right of way easement from the Saddleback Valley Unified School District (SVUSD), along with temporary construction easements. The Consultant Team shall include the services of an experienced MAI and State licensed appraiser with specific work history with Public Agency property acquisition services. All acquisition services shall strictly adhere to State standards, regulations and laws.

The expansion of the La Paz Road right of way into the four private properties and into the SVUSD property will require the construction of retaining walls. In Segment 1, the retaining wall shall be a CMU wall of variable height and shall be topped with a six foot free standing CMU wall with stucco finish to match existing. In Segment 2, the retaining wall shall be a Type 1 Caltrans standard retaining wall with a City specified formliner; colored finish with pilasters and cap stones. In both Segment 1 and Segment 2, tree wells and trees with irrigation shall be provided as directed. In addition, any private or SVUSD landscaping disturbed by the project shall be restored.

The successful completion of this project is dependent upon the making of property acquisition offers by April 29, 2016. This timeframe is necessary in order to meet the requirements of the California Transportation Commission on the allocation of Construction Funds for the project. Consultant shall schedule their work to meet this schedule. The City's funding application is available for review upon request.

January 5, 2015

Request for Proposal – La Paz Road Sidewalk Widening, CIP No. 171

Page 2

PROPOSAL MINIMUM REQUIREMENTS

1. The Proposal is to include a Transmittal Letter signed by a corporate official that is designated to execute Agreements; a brief overview of the Consultant's Experience demonstrating similar work for other public agencies; a Scope of Work description for each service proposed; a summary of Key Personnel and availability; Three References; Certificate of Non-Discrimination (City form attached); Disclosure of Employee Relationships and Financial Interests (City form attached); and a letter, on Consultant's letterhead, stating the Consultant is ready and willing to execute the City's form draft Professional Services Agreement. Note that the City's Professional Services Agreement will be provided under separate cover approximately 10 days prior to the Proposal Due Date.
2. Limit the Proposal to twenty pages, not including covers, Transmittal Letter, or the three required City documents. Provide five bound copies and one unbound copy of the Proposal including an original signature of a Corporate Officer.
3. One copy of the Consultant Fee and Hourly Rate schedules shall be provided in a separate sealed envelope. The Consultant Fee and Hourly Rates shall remain unchanged for the duration of the project. The fee submitted shall be on the basis of a Fixed Fee for the defined Scope of Work, inclusive of incidental costs.
4. Consultant shall demonstrate the majority of their current and annual work is provided to public agencies and they have sufficient personnel with specific public agency experience to meet the project needs.
5. Once the Consultant executes the Professional Services Agreement, they shall not provide services to any other public or private entities within the City of Laguna Hills for the duration of this Agreement.
6. All costs incurred by Consultant in the preparation of a Proposal and information to clarify the Proposal, prior to the award of a Professional Services Agreement, shall not be compensable.
7. This Request for Proposal and the Consultant Proposal shall be incorporated as a part of the Professional Services Agreement.
8. The term of the Professional Services Agreement is anticipated to be two years to allow for Consultant availability during the construction phase for Submittal reviews.

January 5, 2015

Request for Proposal – La Paz Road Sidewalk Widening, CIP No. 171

Page 3

9. To the extent that this project is modified or completely cancelled after the initiation of the Scope of Work, no demobilization fee shall be due or payable by City.
10. The Land Surveying work shall be at Prevailing Wages at rates as determined by the State of California Department of Industrial Relations.

SCOPE OF WORK

Consultant shall, at a minimum, provide the following services. Consultant is invited to offer additional services at their discretion.

1. Perform plan research, field investigations and utility research.
2. Perform Land Surveying, including but not limited to, Horizontal Control, Vertical Control, and Boundary Survey as necessary for Right of Way Engineering, cross-sections at 50' on center, and topography.
3. Prepare base sheets, cover sheet, layout sheets and detail sheets. Plans to be limited to 24" x 36" size at 1"= 40' scale, or as needed. Final plans shall be submitted on Mylar.
4. Design retaining walls, sidewalk construction details, access ramps, irrigation and landscaping improvements and construction traffic control plans. The City aesthetic detail for the Segment 2 retaining wall is attached. Protect in place the existing traffic signal at the intersection of La Paz Road at Paseo de Valencia and protect in place the existing Moulton Niguel Water District pump station at the southeasterly corner of this same intersection. Protect in place all utilities. Incorporate the existing concrete staircase from the Valencia Elementary School field, to the southerly side of La Paz Road, into the design of the retaining wall.
5. Prepare Right of Way Engineering. Provide Legal Descriptions and Plats for the partial acquisition of Highway Easements on each parcel and the necessary Temporary Construction Easements.
6. Provide Title Reports with Litigation Guarantees granted to City for each parcel to be acquired.
7. Prepare appraisals of each parcel to be acquired. Upon City approval of the fair market purchase price for each parcel, make an acquisition offer to each owner. This work shall be carefully coordinated with the City and the City Attorney.

January 5, 2015

Request for Proposal – La Paz Road Sidewalk Widening, CIP No. 171

Page 4

8. Submit 75% complete plans for first plan check.
9. Provide a probable estimate of the construction cost and right of way acquisition cost.
10. Prepare specifications in Greenbook and City format. Submit with the 90% complete plans for second plan check.
11. Assist City Staff to complete any and all Caltrans forms for Local Assistance approval of the plans, specifications and estimate.
12. Assume one major plan check at 75% complete, a second plan check at 90% complete, and one final plan check. Make all required revisions. Provide two sets of prints for each plan check, calculations and one set of final Mylars and Specifications for approval by the City Engineer.
13. Assume six meetings with City Staff during the duration of Design and Right of Way Acquisition work.
14. The Consultant shall begin work with the issuance of the Notice To Proceed, anticipated to be issued on February 24, 2016, see Proposal Selection Process. By April 29, 2016, Consultant shall have completed the 90% design, all Right of Way Engineering, all Appraisal Services and shall have made property acquisition offers by that date. Final plans, specifications and estimates shall be complete by June 30, 2016, or sooner.
15. Consultant shall include the services of providing responses to Requests for Information (RFI's) in the estimated time of eight hours during the bidding process and shall provide responses to Submittals during the Construction Phase in the estimated time of eight hours.

PROPOSAL SELECTION PROCESS

Issue RFP	January 5, 2016
Proposal's Due	February 4, 2016 by 12 noon
Consultant interviews	February 10, 2016 (Time to be determined)
Award of Contract	February 23, 2016
Notice to Proceed	February 24, 2016

January 5, 2015

Request for Proposal -- La Paz Road Sidewalk Widening, CIP No. 171

Page 5

SELECTION CRITERIA

Proposals will be selected based upon a combination of the following five criteria:

- Qualification of the firm
 - Project understanding and approach.
- Qualification of team members
 - Qualification of the project team and key individuals who will be significantly involved in the project and their experience with the specific elements involved in this project.
- Demonstrated record of success
 - Demonstrated record of success (include references) by the consultant for work previously performed for the City of Laguna Hills and/or other agencies, especially work similar to this project.
- Completeness of Scope of Work and level of effort
 - Degree of responsiveness with regard to specific items/information requested in the RFP.
- Project schedule
 - Provide a project schedule which is well-conceived and meets the strict time schedule described in this RFP.

Submit Proposal to:

Kenneth H. Rosenfield, P.E.
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

Contact Information: Telephone: (949) 707-2655; Email: krosenfield@lagunahillsca.gov

Attachments

- Employment Relationships and Financial Interests Disclosure
- Certificate of Non-discrimination
- Vicinity Map
- Retaining Wall Aesthetic Treatments

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: _____

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

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

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

Signed this _____ day of _____, at _____
_____, California.

Name: _____

Title: _____

Signature: _____

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of _____ (Consultant) the following:

CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Name: _____

Title: _____

Signature: _____

Date: _____



20m

Date: 12/17/15

LA PAZ ROAD SIDEWALK PROJECT, CIP NO. 171, VICINITY MAP



Plan View (Not to Scale)



PART 2 - CONSTRUCTION MATERIALS

SECTION 201- CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.2.6 Formliner Walls

Poured-in-place wall with precast cap. Form liner for wall to be "Kwik Form" Fieldstone Pattern # 061801 available from Belarde Company, P.O. Box 684, Woodinville, WA 98072, (425) 376-2500. Follow manufacturer's directions. Upon stripping of forms, stain all Fieldstone pattern surfaces per these Specifications. Stain and seal to be applied by Trademark Concrete Systems Inc. 4561 East Eisenhower Circle, Anaheim Ca. 714-970-8200, (Contact: Chris Cannon) and must match City Sample Board, to the satisfaction of the City Engineer.

Concrete cap shall be pre-cast C-1 natural color concrete, T-2 Light Sandblast Texture, available from Quick Crete Products, 731 Parkridge Ave, Norco, CA 92860 (866) 703-3434.

PART 3 - CONSTRUCTION METHODS

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-7 Formliner Walls [Add new Subsection]:

Walls shall be constructed as indicated on Plans.

Color staining process shall follow the following process:

Rock coloring achieved with Dunn-Edwards paints, using the following colors:

20% of rock:	DE 6151 Warm Butterscotch
20% of rock:	DE 6136 Terracotta Sand
20% of rock:	DE 6109 Kraft Paper
20% of rock:	DE 6381 Silver Bullet
20% of rock:	DE 6241 Lunar Landing

1. Apply colors as full-strength color base; not diluted color mixes (to maintain color accuracy).
2. Use the 20% ratio for each of the 5-colors, as follows:
 - a. On each wall section (between pilasters)
 - i. Determine total number of rocks formed by formliner mold
 - ii. Calculate actual number of rocks as 20% of that total
 - iii. This quantity will be each of the 5-color treatment
 - b. To avoid the appearance of a "grid"

- i. Allow some areas to have 2 of same color rocks adjacent to each other,
 - ii. But maintain even quantity of each color per wall section
- 3. Apply speckled color treatment
 - a. Apply shading treatment of fine mist of Black in limited areas of stone surfaces
 - b. Apply light dusting of DE 6136 Terracotta Sand
 - c. Apply light dusting of DE 6241 Lunar Landing
 - d. Apply varied dusting of Black speckles
 - i. Light speckles of Black
 - ii. Medium speckles of Black
 - iii. Limited heavy speckles of Black

Payment for Formliner Walls shall be the contract price per each, square foot, linear foot as indicated on the bid sheet, including all labor, material, equipment and subcontracted services for stain and seal as specified and no other payment shall be allowed.



CITY OF LAGUNA HILLS

January 18, 2016

To all Proposers:

**SUBJECT: ADDENDUM NO. 1 TO REQUEST FOR PROPOSAL (1/5/16)
LA PAZ ROAD SIDEWALK WIDENING, CIP NO. 171**

All Proposers shall take note of the following two changes to the subject Request For Proposal:

- 1) The Request for Proposal is amended to include the following paragraph:
"Consultant is encouraged to use Disadvantaged Business Enterprises ("DBEs"), as defined in 49 Code of Federal Regulations, Part 26, in the performance of this Agreement. Consultant shall ensure that DBEs can fairly compete for and perform on any subcontracts authorized by City pursuant to this Agreement. Consultant shall ensure nondiscrimination in the award and administration of the City's contracts. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement."
- 2) The City's Draft Professional Services Agreement for the La Paz Road Sidewalk Improvements Project, CIP No. 171, is attached and consists of 29 pages. In accordance with the Request for Proposal, Page 2, Consultant shall provide a letter, on Consultant's letterhead, stating the Consultant is ready and willing to execute the City's form draft Professional Services Agreement and provide the letter with the Proposal.

Sincerely,

Kenneth H. Rosenfield, P.E.
Director of Public Services

EXHIBIT “C”

**CITY OF LAGUNA HILLS
ADMINISTRATIVE ORDER NO. 23
Procurement Activities – Conflict of Interest**

**DATED: JANUARY 18, 2016
Amended and Restated**

CITY OF LAGUNA HILLS

ADMINISTRATIVE ORDER NO. 23 EFFECTIVE DATE: JANUARY 18, 2016

General Subject: Procurement Activities

Specific Subject: Conflict of Interest Policy for Procurement Activities

Purpose:

The purpose of this policy is to ensure that all individuals who are involved the City's Purchasing and Procurement of any goods and supplies, equipment, materials, and both nonprofessional and professional services (hereinafter "goods or services") conduct business in an honest and ethical manner. This includes avoiding conflicts of interest and appearances of impropriety. Conflicts of interest occur when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. This policy is intended to supplement but not replace any applicable local, State and Federal laws governing conflicts of interest.

Statement of Policy:

The City Manager hereby directs, in the implementation of the City's Purchasing and Procurement of any goods or services, the following:

- No City employee who participates in the procurement, management or administration of local, State or Federal funded contracts or subcontracts shall have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract.
- No person or entity performing services for the City in connection with a local, State or Federal funded project shall have, directly or indirectly, any financial or other personal interest, other than employment or retention by the City, in any contract or subcontract in connection with such project.
- No person or entity performing services for the City in connection with a local, State or Federal funded project shall have, directly or indirectly, any financial or other personal interest in any real property acquired for the project.
- Subgrantees of the City shall ensure that all employees, agents, contractors and subcontractors of subgrantees who are engaged in the award, administration or performance of any local, State or Federal funded contracts conduct themselves in compliance with this policy. If a subgrantee is engaged in the award, administration or performance of a Federal-aid highway funded contract,

1134904.1

subgrantee shall develop and maintain a written code of conduct governing the performance of its employees, agents, contractors and subcontractors engaged in the award and administration of Federal-aid highway funded contracts, including the prevention of conflicts of interest.

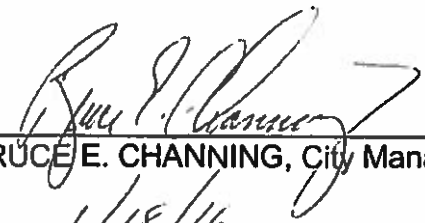
- Procurement procedures shall comply with Laguna Hills Municipal Code Chapter 3-08, Purchasing, and any Administrative Orders issued by the City Manager.
- The City Engineer, a position filled by a full-time City employee, shall serve in responsible charge of State or Federal-aid funded construction projects.

Procedure:

1. Any employee who participates in the procurement, management, or administration of local, State or Federal funded contracts or subcontracts shall review and comply with this policy.
2. A copy of this policy shall be provided to any subgrantee of the City.
3. Any subgrantee of the City shall review and comply with this policy and provide a copy of this policy to any employee, agent, contractor and subcontractor of subgrantee engaged in the award, administration or performance of any local, State or Federal funded contract.
4. Upon request, the City Attorney shall advise a City employee and his or her supervisor regarding whether it is appropriate for the City employee to participate in a decision involving a possible conflict of interest.

Approval:

Administrative Order No. 23 shall be effective on the date set forth for the City of Laguna Hills.



BRUCE E. CHANNING, City Manager
1/18/16

Date

Approved as to Form:



GREGORY E. SIMONIAN, City Attorney
1/13/16

Date

0100-70/CityClerk/Administrative Orders/x x

EXHIBIT “D”

CONSULTANT CONTRACT DBE COMMITMENT Local Assistance Procedures Manual

DATED: FEBRUARY 12, 2016

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Laguna Hills 2. Contract DBE Goal: None
 3. Project Description: La Paz Road Sidewalk Widening, CIP 171
 4. Project Location: From Paseo De Valencia to Grissom Rd on the north and about 700' on the south
 5. Consultant's Name: CNC Engineering 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$102,870
 8. Total Dollar Amount for ALL Subconsultants: \$56,080 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Landscape Design Services	42952	Kobata Associates; Tel: (562) 860-1021	\$8,780
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 8,780
20. Local Agency Contract Number: <u>CIP NO. 171</u> 21. Federal-Aid Project Number: <u>N/A</u> 22. Contract Execution Date: <u>2-23-16</u>			8.5 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. <u>Kenneth H. Rosenfield</u> 2-17-16 23. Local Agency Representative's Signature 24. Date <u>Kenneth H. Rosenfield</u> 949-707-2655 25. Local Agency Representative's Name 26. Phone <u>CITY ENGINEER</u> 27. Local Agency Representative's Title		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <u>S. Nazarie</u> 2/12/16 15. Preparer's Signature 16. Date <u>Shahab (Sean) Nazarie</u> (949) 863-0588 17. Preparer's Name 18. Phone <u>Director of Engineering</u> 19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3680 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 23, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER

ISSUE: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY."

SUMMARY:

In response to Governor Brown's declared state of emergency due to severe conditions and Executive Order B-29-15 to update the State's Model Water Efficient Landscape Ordinance, cities throughout California are required to update their landscape ordinances. Consequently, at its February 9, 2016 meeting, the City Council introduced the proposed Ordinance amending and restating Chapter 9-47 of the Laguna Hills Municipal Code, entitled "Landscape Water Efficiency." The proposed Ordinance creates increased water efficiency standards for new and retrofitted landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf.

A copy of the proposed Ordinance and the staff report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 4-1 (Council Member Blount voting no). It is in order to adopt the Ordinance.

ATTACHMENTS:

- Proposed Ordinance
- February 9, 2016, Introduction of Ordinance Staff Report and Attachments

ORDINANCE NO. 2016-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY

WHEREAS, in 1992, the State of California enacted the Water Conservation in Landscaping Act, (AB 325) requiring cities and counties throughout the state to adopt water efficient landscape ordinances. To assist local agencies, the Department of Water Resources (DWR) developed a model water efficient landscape ordinance (MWELO) that established water efficient landscape design standards for urban landscapes; and

WHEREAS, in 2006, Governor Schwarzenegger signed Assembly Bill 1881 (Laird, Water Conservation) amending the Water Conservation in the Landscape Act directing DWR to update the original MWELO and required cities and counties to update local landscape ordinances by January 1, 2010; and

WHEREAS, the City of Laguna Hills adopted Ordinance No. 2009-7 codified as Chapter 9-47 of the Laguna Hills Municipal Code to comply with AB 1881, and adopted guidelines implementing Ordinance No. 2009-7; and

WHEREAS, due to the on-going drought conditions within California, Governor Brown issued Executive Order (EO B-29-15) on April 1, 2015, directing DWR to update the MWELO by July 15, 2015 to increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture and limiting the portion of landscaping that can be covered in turf; and

WHEREAS, on July 15, 2015, the California Water Commission (CWC) adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7 "Model Water Efficient Landscape Ordinance", which requires cities and counties to adopt local or regional water efficient landscape ordinances that are at least as effective as the updated MWELO; and

WHEREAS, the Association of California Cities – Orange County (ACC-OC), the Municipal Water District of Orange County (MWDOC) and Building Industry Association, Orange County (BIAOC) formed a stakeholder group that developed a regional ordinance that is at least effective as the updated MWELO that includes a greater degree of local data than the state MWELO, provides a checklist and online worksheet to make the process and calculations to enhance the implementation effectiveness of the revised MWELO,

and adds guidelines and definitions that provide a greater level of certainty for applicants and staff; and

WHEREAS, the proposed Ordinance No. 2016-X is consistent with the model regional ordinance developed under the guidance of the ACC-OC, MWDOC, and BIAOC; and

WHEREAS, the State Legislature has found that:

- (a) The waters of the state are of limited supply and are subject to ever increasing demands;
- (b) The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (c) It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (d) Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (e) Landscape design, installation, maintenance, and management can and should be water efficient; and
- (f) Article X, Section 2 of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served, and the right does not and shall not extend to waste or unreasonable method of use of water.

WHEREAS, Orange County has an established, large reclaimed water infrastructure system; and

WHEREAS, allocation-based and tiered water rate structures allow public agencies to document water use in landscapes; and

WHEREAS, incentive-based water use efficiency programs have been actively implemented within Orange County since before 1991; and

WHEREAS, current local design practices in new landscapes strive to achieve the intent of the state MWELO water use goals; and

WHEREAS, all water services within the City are metered and billed based on volume of use; and

WHEREAS, Orange County is a leader in researching and promoting the use of smart irrigation controllers with more than 12,900 installations as of June 2009 and promotion of sustainable landscape transformation with more than 30 million square feet of turf removal; and

WHEREAS, all new irrigation controllers sold after 2012 within Orange County were smart irrigation controllers; and

WHEREAS, landscape plan submittal and review has been a long standing practice in Laguna Hills; and

WHEREAS, the average rainfall in Orange County is approximately 12 inches per year; and

WHEREAS, the El Toro Water District and the Moulton Niguel Water District are the water utility districts serving the City of Laguna Hills and both districts implement a budget-based tiered-rate billing and/or enforcement of water waste prohibitions for all existing metered landscaped areas throughout its service area, which includes the City of Laguna Hills in its entirety; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Ordinance pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information presented on the proposed Ordinance by City Staff, the public, and other interested parties at a Public Hearing held on February 9, 2016.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Consistent with the above recitals, the purpose of the City's Water Efficient Landscape Ordinance is to establish an alternative model acceptable under Governor Brown's April 1, 2015 Drought Executive Order (EO-B-19-25) as being at least as effective as the state MWELO in the context of conditions in the City in order to:

1. Promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;

2. Promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible;
3. Establish a structure for planning, designing, installing, and maintaining and managing water efficient landscapes in new construction and rehabilitated projects;
4. Establish provisions for water management practices and water waste prevention for existing landscapes;
5. Use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount; and
6. Encourage the use of economic incentives that promote the efficient use of water, such as implementing a budget-based tiered-rate structure, providing rebate incentives and offering educational programs.

SECTION 3. The proposed Ordinance No. 2016-X is exempt from environmental review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), because pursuant to Section 15307 of the state's CEQA Guidelines (14 Cal. Code Regs., § 15307), this Ordinance is covered by the CEQA Categorical Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for the protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environmental impacts. It is therefore exempt from the provisions of CEQA.

SECTION 4. In accordance with Section 9-92.080 of the Laguna Hills Municipal Code, the required findings by the City for approval of the proposed Zone Text Amendment have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

The City's Conservation and Open Space Element of the General Plan adopted July 2009 includes Goals and Policies that support the management of natural resources, including water. Goal 1 of the Conservation and Open Space Element provides the following:

Goal COS-1: Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer.

Goal COS-1 is supported by the following policies under Water Supply and Quality:

Policy COS-1.1: Reduce water consumption by encouraging the use of low water use landscaping, water efficient plumbing, and water reclamation techniques in public and private projects.

Policy COS-1.2: Coordinate with regional water service providers to plan for emergency water services and drought.

Policy COS-1.3: Encourage the use of natural drainage improvements to retain and detain stormwater runoff, minimizing volume and pollutant concentrations.

Policy COS-1.4: Promote the use of LID standards in the design of new development and redevelopment.

Policy COS-1.5: Support the expansion of reclaimed water for irrigation of public and private landscaping.

The proposed zoning text amendment incorporates elements of each policy by limiting water use in certain new or rehabilitated landscapes and encouraging alternative methods of landscape and irrigation. The proposed Ordinance encourages the use of drought tolerant plant material, provides for the use of “greywater” and recycled water as part of project’s irrigation design, provides for the incorporation of LID, and other stormwater management techniques in landscape design to minimize the use of potable water, thus conserving and managing the City’s limited water resources. While the goals and policies of the Conservation and Open Space Element directly address water conservation, other policies contained in various elements of the general plan also support concepts of sustainable development, conservation, and resource management including:

Policy LU-3.7: Support the upgrade of existing buildings and landscapes for energy efficiency, water conservation, and runoff reduction.

Policy LU-4.5: Continue to plant and maintain attractive drought tolerant and native landscaping that enhances the character of Laguna Hills.

Policy COS-3.1: Continue to preserve important native trees and plant new low water use landscaping and trees.

Policy CSF-5.1: Work closely with local and regional water suppliers and distributors to ensure that high-quality water is available for the community.

Policy CSF-5.2: Actively promote water conservation by residents, businesses and organizations.

Policy S-6.2: Require that new development and redevelopment minimize stormwater and urban runoff into drainage facilities by incorporating on-site design features such as detention basins, water features, or other suitable strategies. Where feasible, support the use of common detention facilities serving more than one development.

Therefore, the proposed zoning text amendment is consistent with the General Plan.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses.

The proposed zoning text amendment adopts regulations approved on July 15, 2015 by the California Water Commission revising the state's MWELO in response to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15). The amendment provides for the reduction of water use in landscapes consistent with the new regulations found in 23 CCR 490.1 *et al.* The regulations ensure the City is implementing the requirements set forth by the state.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The proposed zoning text amendment adopts regulations approved on July 15, 2015 by the California Water Commission revising the state's MWELO in response to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15). The amendment provides for the reduction of water use in landscapes consistent with the new regulations found in 23 CCR 490.1 *et al.* The regulations ensure the City is implementing the requirements set forth by the state. The proposed ordinance and guidelines do not diminish the development rights of any property, but rather implement landscape and irrigation requirements that ensure the efficient use of water resources.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category.

The proposed zoning text amendment revises the City's water efficient landscape requirements that were adopted in 2010, adopting the state's regulations as set forth in AB 1881 enacted in 2006 (Laird, Water Conservation). The proposed amendment is necessary to update the newer water efficient landscape standards adopted by the state on July 15, 2015.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole.

The proposed zoning text amendment requires the use of certain water conservation methods and techniques in landscape and irrigation design to conserve the City's water supply.

SECTION 5. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), is hereby revised by amending and restating Chapter 9-47 in its entirety with a new Chapter 9-47 as set forth in Exhibit "A" which is attached to this Ordinance.

SECTION 6. This Ordinance shall take effect on March 25, 2016, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 7. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 23rd day of February, 2016.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2016-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 9th day of February, 2016, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 23rd day of February, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2016-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, AMENDING AND RESTATING
CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS
MUNICIPAL CODE REGARDING LANDSCAPE
WATER EFFICIENCY

on the 14th day of February, 2016, was published in summary in The Orange County Register and on the 4th day of March, 2016, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 3rd day of March, 2016, caused to be posted in three places in the City of Laguna Hills, to wit:

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

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

EXHIBIT A

Chapter 9-47

Landscape Water Efficiency

Sections:

- 9-47.010 Purpose.
- 9-47.020 Applicability.
- 9-47.030 Implementation Procedures.
- 9-47.040 Landscape Water Use Standards.
- 9-47.050 Delegation.
- 9-47.060 Definitions.

9-47.010 Purpose.

The State Legislature has found that:

- a) The waters of the state are of limited supply and are subject to ever increasing demands;
- b) The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- c) It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- d) Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- e) Landscape design, installation, maintenance, and management can and should be water efficient; and
- f) Article X, Section 2 of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served, and the right does not and shall not extend to waste or unreasonable method of use of water.

9-47.020 Applicability.

- A. This chapter shall apply to the following landscape projects:

1. New landscape projects with an aggregate landscape area equal to or greater than 500 square feet, requiring a building or landscape permit, plan check or design review;
 2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet, requiring a building or landscape permit, plan check or design review;
 3. New or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter or conform to the prescriptive measures contained in Appendix A of the Guidelines;
 4. New or rehabilitated projects using treated or untreated graywater or rainwater capture on site, any lot or parcels within the project that has less than 2,500 square feet of landscape area and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with the treated or untreated graywater or through stored rainwater capture on site is subject only to Appendix A of the Guidelines.
- B. Section 9-47.040(B) of the Landscape Water Use Standards of this Water Efficient Landscape Ordinance shall apply to:
1. All landscaped areas, whether installed prior to or after January 1, 2010; and
 2. All landscaped areas installed after February 1, 2016 to which Section 9-47.020(A) is applicable.
- C. This chapter shall not apply to:
1. Registered local, state, or federal historical sites;
 2. Ecological restoration projects that do not require a permanent irrigation system;
 3. Mined-land reclamation projects that do not require a permanent irrigation system; or
 4. Plant collections, as part of botanical gardens and arboretums open to the public.

9-47.030 Implementation Procedures.

- A. Prior to installation, a Landscape Documentation Package shall be submitted to the City for review and approval of all landscape projects subject to the provisions of this chapter. Any Landscape Documentation Package submitted to the City shall comply with the provisions of the Guidelines.

B. The Landscape Documentation Package shall include a certification by a professional appropriately licensed in the State of California stating that the landscape design and water use calculations have been prepared by or under the supervision of the licensed professional and are certified to be in compliance with the provisions of this chapter and its Guidelines.

1. Landscape and irrigation plans shall be submitted to the City for review and approval with appropriate water use calculations. Water use calculations shall be consistent with calculations contained in the Guidelines and shall be provided to the local water purveyor, as appropriate, under procedures determined by the City.

2. Verification of compliance of the landscape installation with the approved plans shall be obtained through a Certification of Completion in conjunction with a Certificate of Use and Occupancy or permit final process, as provided in the Guidelines.

9-47.040 Landscape Water Use Standards.

A. For applicable landscape installation or rehabilitation projects subject to Section 9-47.020(A) of this chapter, the Estimated Applied Water Use allowed for the landscaped area shall not exceed the MAWA calculated using an ET adjustment factor of 0.55 for residential areas and 0.45 for non-residential areas, except for special landscaped areas where the MAWA is calculated using an ET adjustment factor of 1.0; or the design of the landscaped area shall otherwise be shown to be equivalently water-efficient in a manner acceptable to the City; as provided in the Guidelines.

B. Irrigation of all landscaped areas shall be conducted in a manner conforming to the rules and requirements, and shall be subject to penalties and incentives for water conservation and water waste prevention as determined and implemented by the local water purveyor or as mutually agreed by local water purveyor and the local agency.

9-47.050 Delegation.

The City may delegate to, or enter into a contract with, a local agency to implement, administer, and/or enforce any of the provisions of this chapter on behalf of the City.

9-47.060 Definitions.

As used in this chapter:

“Aggregate landscape areas” pertains to the areas undergoing development as one project or for production home neighborhoods or other situations where

multiple parcels are undergoing development as one project, but will eventually be individually owned.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Budget-based tiered-rate structure” means tiered or block rates for irrigation accounts charged by the retail water agency in which the block definition for each customer is derived from lot size or irrigated area and the evapotranspiration requirements of landscaping.

“Community Aesthetics Evaluation” – While not subject to a permit, plan check or design review, the Community Aesthetics Evaluation may be performed to ensure the aesthetic standards of the community and irrigation efficiency intent is maintained.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Estimated Applied Water Use” means the average annual total amount of water estimated to be necessary to keep plants in a healthy state, calculated as provided in the Guidelines. It is based on the reference evapotranspiration rate, the size of the landscape area, plant water use factors, and the relative irrigation efficiency of the irrigation system.

“Evapotranspiration adjustment factor” or “ETAF” of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Area shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Guidelines” refers to the Guidelines for Implementation of Chapter 9-47, as adopted by the City, which describes procedures, calculations, and requirements for landscape projects subject to this Water Efficient Landscape Ordinance.

“Hardscapes” means any durable material or feature (pervious and non-pervious) installed in or around a landscaped area, such as pavements or walls. Pools and other water features are considered part of the landscaped area and not considered hardscapes for purposes of this chapter.

“Irrigation efficiency” means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this Water Efficient Landscape Ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

“Landscaped area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance and Estimated Applied Water Use calculations. The landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Documentation Package” means the documents required to be provided to the City for review and approval of landscape design projects, as described in the Guidelines.

“Landscape project” means total area of landscape in a project, as provided in the definition of “landscaped area,” meeting the requirements under Section 9-47.020 of this chapter.

“Local agency” means a local water purveyor or city or county, including a charter city or charter county, that is authorized to implement, administer, and/or enforce any of the provisions of this chapter. The local agency may be responsible for the enforcement or delegation of enforcement of this chapter, including, but not limited to, design review, plan check, issuance of permits, and inspection of a landscape project.

“Local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

“Maximum Applied Water Allowance” or “MAWA” means the upper limit of annual applied water for the established landscaped area as specified in Section 2.2 of the Guidelines. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“New construction” means, for the purposes of this Water Efficient Landscape Ordinance, a new building with a landscape or other new landscape such as a park, playground, or greenbelt without an associated building.

“Non-pervious” means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscape.

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, that estimates the amount of water needed by plants. For purposes of this Water Efficient Landscape Ordinance, the plant factor range for very low water use plants is 0 to 0.1; the plant factor range for low water use plants is 0 to 0.3; the plant factor range for moderate water use plants is 0.4 to 0.6; and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this Water Efficient Landscape Ordinance are derived from the publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Recycled water” or “reclaimed water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is given expressed in inches per day, month, or year as represented in Appendix A of the Guidelines, and is an estimate of the evapotranspiration of a large field of four-to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances.

“Rehabilitated landscape” means any re-landscaping project that meets the applicability criteria of Section 9-47.020 where the modified landscape area is greater than 2,500 square feet.

“Smart irrigation controller” means an automatic irrigation controller utilizing either evapotranspiration or soil moisture sensor data with non-volatile memory that shall be required for irrigation scheduling in all irrigation systems, recommending U.S. EPA WaterSense labeled devices as applicable.

“Special landscape area” means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens, areas irrigated with recycled water, water features using recycled water, and recreational areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in an irrigation system.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscaped area. Constructed wetlands used for on-site wastewater treatment, habitat protection or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not water features and, therefore, are not subject to the water budget calculation.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 9, 2016

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
COMMUNITY DEVELOPMENT DIRECTOR**

ISSUE: ZONING TEXT AMENDMENT NO. 1-16-3425, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY AND ADOPTION OF UPDATED GUIDELINES FOR THE IMPLEMENTATION OF THE CITY OF LAGUNA HILLS WATER EFFICIENT LANDSCAPE ORDINANCE

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; (2) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING OF AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY;" AND (3) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING THE 2016 GUIDELINES FOR IMPLEMENTATION OF THE CITY OF LAGUNA HILLS WATER EFFICIENT LANDSCAPE ORDINANCE."

SUMMARY:

In response to Governor Brown's declared state of emergency due to severe drought conditions and his Executive Order (EO B-29-15) to update the state's Model Water Efficient Landscape Ordinance (MWELO), cities throughout California are required to update their landscape ordinances. The revised model ordinance creates increased water efficiency standards for new and retrofitted landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscapes that can be covered in turf. It also requires reporting on the implementation and enforcement of the new requirements to the state.

Major changes from the current ordinance include a reduction in the square footage above which landscape projects are subject to the ordinance. The threshold size was reduced from 2,500 square feet to 500 square feet for new residential, commercial, industrial, and institutional projects. Projects will be subject to the new requirements if landscape

renovations are included as part of property improvements subject to a building permit, or if landscape renovations are part of a zoning approval such as a Site Development Permit. Attachment 3 contains a summary of the proposed changes from the current MWELO requirements.

BACKGROUND:

In 1992, the State of California enacted the Water Conservation in Landscaping Act (AB 325) requiring the adoption of a water efficient landscape ordinance by cities and counties throughout the state. In response, the City adopted Ordinance No. 2009-7, which established the City's requirements for water efficiency in landscape design in line with the model provided in AB 325. These requirements are codified in Chapter 9-47 of the Laguna Hills Municipal Code (LHMC).

With the drought conditions at emergency levels, Governor Brown issued an Executive Order (EO B-29-15) on April 1, 2015, directing the Department of Water Resources (DWR) to update the State Model Water Landscape Ordinance to increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture, and by limiting the portion of landscaping that can be covered in turf. On July 15, 2015, the California Water Commission (CWC) adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7 "Model Water Efficient Landscape Ordinance." In this approval, the CWC also adopted the requirement that cities adopt an ordinance being at least as effective as the new MWELO.

Staff is recommending City Council adopt the regional approach which was crafted by ACC-OC and its stakeholder group which included the Orange County Building Industry Association, local water purveyors, south Orange County cities, and other interested stakeholders. The proposed revisions are "at least as effective as" the state MWELO. In this regard, the ACC-OC process has resulted in the development of highly detailed climate information that landscape and irrigation designers could use in preparing their project plans. In addition, the ACC-OC approach provides a checklist and online worksheet to make the process and calculations to enhance the implementation effectiveness of the revised MWELO, and adds guidelines and definitions that provide a greater level of certainty for applicants and staff.

The following describes the significant revisions to the MWELO adopted by the state which are also included in the ACC-OC's work effort:

- **Project Size Applicability:** Landscape area thresholds that trigger compliance with the Ordinance have been reduced. New residential, commercial, industrial, and public development projects that include landscape areas of 500 square feet or more are subject to the Ordinance. The previous landscape size threshold for new development projects was 2,500 square feet. The size threshold for existing

landscapes remains unchanged at 2,500 square feet. Only rehabilitated landscapes that are associated with a building permit or part of a zoning approval are subject to the new provisions.

- **Prescriptive Compliance Option:** A simplified landscape plan submittal is offered as an option for projects with landscape areas between 500 square feet and 2,500 square feet or for projects that use greywater. The Prescriptive Compliance checklist is outlined in "Appendix A" of the "Guidelines for Implementation of the Landscape Ordinance," which is included in Attachment 2.
- **Definitions:** Clarified and expanded definitions of technical terms have been incorporated into the Ordinance and Guidelines.
- **Water Budget:** The maximum amount of water that can be applied to the total project landscape area is reduced. This reduction limits the amount of high water use plants, such as cool season turf/grass, that can be used in projects. The water limit effectively reduces the amount of turf to approximately 25% of the residential landscape areas and makes the use of turf in nonresidential projects infeasible. Special function areas such as active recreation landscapes, edible gardens, and landscapes that use recycled water are given an increased water allowance.
- **Landscape Design Plan:** Prior to planting, 4 yards of compost must be incorporated per 1,000 square feet of permeable area. Compacted soils must be transformed to a friable state. The depth of mulch was increased from 2 to 3 inches.
- **Irrigation Design Plan:** Dedicated landscape water meters or submeters are required for residential landscapes over 5,000 square feet and for nonresidential landscapes over 1,000 square feet. The minimum width of areas that can be overhead irrigated was increased from 8 feet to 10 feet. Landscape areas less than 10 feet wide must be irrigated with subsurface drip or other alternative system that does not produce spray or runoff. The revised Ordinance requires the irrigation auditor to be a local agency auditor or third party auditor to reduce conflicts of interest.
- **Public Education:** New model homes that are required to provide water efficient landscapes are also required to provide signage demonstrating low water use approaches to landscaping.
- **Reporting:** Local agencies are required to report on their ordinance implementation and enforcement efforts to DWR on an annual basis.

CONCLUSION:

DWR estimates that a typical California landscape will use 12,000 gallons less a year or 20 percent less than allowed by the 2009 ordinance. Commercial landscapes will cut water use by 35%. Over the next three years, it is predicted that 472,000 new homes associated with 20,000 acres of landscape will be built in California. With proper implementation and enforcement by local agencies, the state anticipates that the new MWELO will lead to substantial water savings.

FISCAL IMPACT:

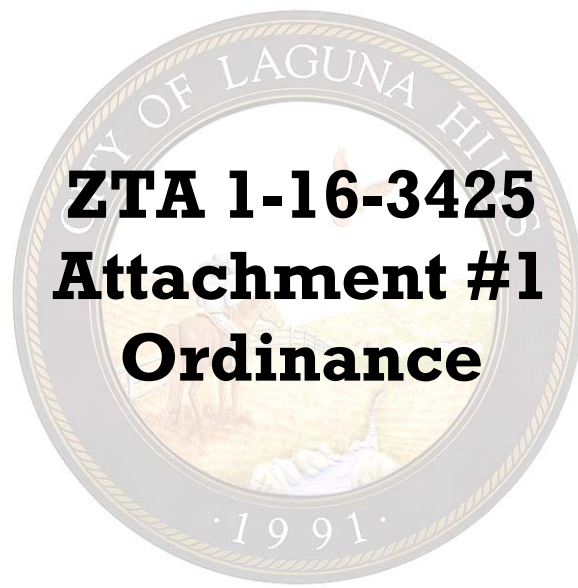
None

CEQA FINDINGS:

The adoption of the proposed Ordinance and Resolution approving the associated guidelines are exempt from environmental review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), because pursuant to Section 15307 of the state's CEQA Guidelines (14 Cal. Code Regs., § 15307), the Ordinance and Resolution approving the associated Guidelines are covered by the CEQA Categorical Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for the protection of the environment. The adoption of the Ordinance and associated guidelines will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environmental impacts.

ATTACHMENTS:

- Attachment 1 – Ordinance No. 2016-02-09-_____
- Attachment 2 – Resolution Approving the 2016 Guidelines for Implementation of City of Laguna Hills Water Efficient Landscape Ordinance
- Attachment 3 –Summary of Changes



**ZTA 1-16-3425
Attachment #1
Ordinance**

ORDINANCE NO. 2016-____

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, AMENDING AND RESTATING
CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS
MUNICIPAL CODE REGARDING LANDSCAPE
WATER EFFICIENCY

WHEREAS, in 1992, the State of California enacted the Water Conservation in Landscaping Act, (AB 325) requiring cities and counties throughout the state to adopt water efficient landscape ordinances. To assist local agencies, the Department of Water Resources (DWR) developed a model water efficient landscape ordinance (MWELO) that established water efficient landscape design standards for urban landscapes; and

WHEREAS, in 2006, Governor Schwarzenegger signed Assembly Bill 1881 (Laird, Water Conservation) amending the Water Conservation in the Landscape Act directing DWR to update the original MWELO and required cities and counties to update local landscape ordinances by January 1, 2010; and

WHEREAS, the City of Laguna Hills adopted Ordinance No. 2009-7 codified as Chapter 9-47 of the Laguna Hills Municipal Code to comply with AB 1881, and adopted guidelines implementing Ordinance No. 2009-7; and

WHEREAS, due to the on-going drought conditions within California, Governor Brown issued Executive Order (EO B-29-15) on April 1, 2015, directing DWR to update the MWELO by July 15, 2015 to increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture and limiting the portion of landscaping that can be covered in turf; and

WHEREAS, on July 15, 2015, the California Water Commission (CWC) adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7 "Model Water Efficient Landscape Ordinance", which requires cities and counties to adopt local or regional water efficient landscape ordinances that are at least as effective as the updated MWELO; and

WHEREAS, the Association of California Cities – Orange County (ACC-OC), the Municipal Water District of Orange County (MWDOC) and Building Industry Association, Orange County (BIAOC) formed a stakeholder group that developed a regional ordinance that is at least effective as the updated MWELO that includes a greater degree of local data than the state MWELO, provides a checklist and online worksheet to make the process and calculations to enhance the implementation effectiveness of the revised MWELO,

and adds guidelines and definitions that provide a greater level of certainty for applicants and staff; and

WHEREAS, the proposed Ordinance No. 2016-___ is consistent with the model regional ordinance developed under the guidance of the ACC-OC, MWDOC, and BIAOC; and

WHEREAS, the State Legislature has found that:

- (a) The waters of the state are of limited supply and are subject to ever increasing demands;
- (b) The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- (c) It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- (d) Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- (e) Landscape design, installation, maintenance, and management can and should be water efficient; and
- (f) Article X, Section 2 of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served, and the right does not and shall not extend to waste or unreasonable method of use of water.

WHEREAS, Orange County has an established, large reclaimed water infrastructure system; and

WHEREAS, allocation-based and tiered water rate structures allow public agencies to document water use in landscapes; and

WHEREAS, incentive-based water use efficiency programs have been actively implemented within Orange County since before 1991; and

WHEREAS, current local design practices in new landscapes strive to achieve the intent of the state MWELO water use goals; and

WHEREAS, all water services within the City are metered and billed based on volume of use; and

WHEREAS, Orange County is a leader in researching and promoting the use of smart irrigation controllers with more than 12,900 installations as of June 2009 and promotion of sustainable landscape transformation with more than 30 million square feet of turf removal; and

WHEREAS, all new irrigation controllers sold after 2012 within Orange County were smart irrigation controllers; and

WHEREAS, landscape plan submittal and review has been a long standing practice in Laguna Hills; and

WHEREAS, the average rainfall in Orange County is approximately 12 inches per year; and

WHEREAS, the El Toro Water District and the Moulton Niguel Water District are the water utility districts serving the City of Laguna Hills and both districts implement a budget-based tiered-rate billing and/or enforcement of water waste prohibitions for all existing metered landscaped areas throughout its service area, which includes the City of Laguna Hills in its entirety; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Ordinance pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information presented on the proposed Ordinance by City Staff, the public, and other interested parties at a Public Hearing held on February 9, 2016.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Consistent with the above recitals, the purpose of the City's Water Efficient Landscape Ordinance is to establish an alternative model acceptable under Governor Brown's April 1, 2015 Drought Executive Order (EO-B-19-25) as being at least as effective as the state MWELO in the context of conditions in the City in order to:

1. Promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;

2. Promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible;
3. Establish a structure for planning, designing, installing, and maintaining and managing water efficient landscapes in new construction and rehabilitated projects;
4. Establish provisions for water management practices and water waste prevention for existing landscapes;
5. Use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount; and
6. Encourage the use of economic incentives that promote the efficient use of water, such as implementing a budget-based tiered-rate structure, providing rebate incentives and offering educational programs.

SECTION 3. The proposed Ordinance No. 2016-__ is exempt from environmental review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), because pursuant to Section 15307 of the state's CEQA Guidelines (14 Cal. Code Regs., § 15307), this Ordinance is covered by the CEQA Categorical Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for the protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environmental impacts. It is therefore exempt from the provisions of CEQA.

SECTION 4. In accordance with Section 9-92.080 of the Laguna Hills Municipal Code, the required findings by the City for approval of the proposed Zone Text Amendment have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

The City's Conservation and Open Space Element of the General Plan adopted July 2009 includes Goals and Policies that support the management of natural resources, including water. Goal 1 of the Conservation and Open Space Element provides the following:

Goal COS-1: Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer.

Goal COS-1 is supported by the following policies under Water Supply and Quality:

Policy COS-1.1: Reduce water consumption by encouraging the use of low water use landscaping, water efficient plumbing, and water reclamation techniques in public and private projects.

Policy COS-1.2: Coordinate with regional water service providers to plan for emergency water services and drought.

Policy COS-1.3: Encourage the use of natural drainage improvements to retain and detain stormwater runoff, minimizing volume and pollutant concentrations.

Policy COS-1.4: Promote the use of LID standards in the design of new development and redevelopment.

Policy COS-1.5: Support the expansion of reclaimed water for irrigation of public and private landscaping.

The proposed zoning text amendment incorporates elements of each policy by limiting water use in certain new or rehabilitated landscapes and encouraging alternative methods of landscape and irrigation. The proposed Ordinance encourages the use of drought tolerant plant material, provides for the use of “greywater” and recycled water as part of project’s irrigation design, provides for the incorporation of LID, and other stormwater management techniques in landscape design to minimize the use of potable water, thus conserving and managing the City’s limited water resources. While the goals and policies of the Conservation and Open Space Element directly address water conservation, other policies contained in various elements of the general plan also support concepts of sustainable development, conservation, and resource management including:

Policy LU-3.7: Support the upgrade of existing buildings and landscapes for energy efficiency, water conservation, and runoff reduction.

Policy LU-4.5: Continue to plant and maintain attractive drought tolerant and native landscaping that enhances the character of Laguna Hills.

Policy COS-3.1: Continue to preserve important native trees and plant new low water use landscaping and trees.

Policy CSF-5.1: Work closely with local and regional water suppliers and distributors to ensure that high-quality water is available for the community.

Policy CSF-5.2: Actively promote water conservation by residents, businesses and organizations.

Policy S-6.2: Require that new development and redevelopment minimize stormwater and urban runoff into drainage facilities by incorporating on-site design features such as detention basins, water features, or other suitable strategies. Where feasible, support the use of common detention facilities serving more than one development.

Therefore, the proposed zoning text amendment is consistent with the General Plan.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to ensure compatibility and integrity of those uses with other established uses.

The proposed zoning text amendment adopts regulations approved on July 15, 2015 by the California Water Commission revising the state's MWELO in response to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15). The amendment provides for the reduction of water use in landscapes consistent with the new regulations found in 23 CCR 490.1 *et al.* The regulations ensure the City is implementing the requirements set forth by the state.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The proposed zoning text amendment adopts regulations approved on July 15, 2015 by the California Water Commission revising the state's MWELO in response to Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15). The amendment provides for the reduction of water use in landscapes consistent with the new regulations found in 23 CCR 490.1 *et al.* The regulations ensure the City is implementing the requirements set forth by the state. The proposed ordinance and guidelines do not diminish the development rights of any property, but rather implement landscape and irrigation requirements that ensure the efficient use of water resources.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category.

The proposed zoning text amendment revises the City's water efficient landscape requirements that were adopted in 2010, adopting the state's regulations as set forth in AB 1881 enacted in 2006 (Laird, Water Conservation). The proposed amendment is necessary to update the newer water efficient landscape standards adopted by the state on July 15, 2015.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole.

The proposed zoning text amendment requires the use of certain water conservation methods and techniques in landscape and irrigation design to conserve the City's water supply.

SECTION 5. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), is hereby revised by amending and restating Chapter 9-47 in its entirety with a new Chapter 9-47 as set forth in Exhibit "A" which is attached to this Ordinance.

SECTION 6. This Ordinance shall take effect on _____, 2016, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 7. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of _____,
2016.

BARBARA KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _____ day of _____, 2016, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the _____ day of _____, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

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

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

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, AMENDING AND RESTATING
CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS
MUNICIPAL CODE REGARDING LANDSCAPE
WATER EFFICIENCY

on the ____ day of _____, 2016, was published in summary in The Register and on the ____ day of _____, 2016, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. _____, on the ____ day of _____, 2016, caused to be posted in three places in the City of Laguna Hills, to wit:

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

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

EXHIBIT A

Chapter 9-47

Landscape Water Efficiency

Sections:

- 9-47.010 Purpose.
- 9-47.020 Applicability.
- 9-47.030 Implementation Procedures.
- 9-47.040 Landscape Water Use Standards.
- 9-47.050 Delegation.
- 9-47.060 Definitions.

9-47.010 Purpose.

The State Legislature has found that:

- a) The waters of the state are of limited supply and are subject to ever increasing demands;
- b) The continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;
- c) It is the policy of the state to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;
- d) Landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;
- e) Landscape design, installation, maintenance, and management can and should be water efficient; and
- f) Article X, Section 2 of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served, and the right does not and shall not extend to waste or unreasonable method of use of water.

9-47.020 Applicability.

- A. This chapter shall apply to the following landscape projects:

1. New landscape projects with an aggregate landscape area equal to or greater than 500 square feet, requiring a building or landscape permit, plan check or design review;
 2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet, requiring a building or landscape permit, plan check or design review;
 3. New or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this chapter or conform to the prescriptive measures contained in Appendix A of the Guidelines;
 4. New or rehabilitated projects using treated or untreated graywater or rainwater capture on site, any lot or parcels within the project that has less than 2,500 square feet of landscape area and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with the treated or untreated graywater or through stored rainwater capture on site is subject only to Appendix A of the Guidelines.
- B. Section 9-47.040(B) of the Landscape Water Use Standards of this Water Efficient Landscape Ordinance shall apply to:
1. All landscaped areas, whether installed prior to or after January 1, 2010; and
 2. All landscaped areas installed after February 1, 2016 to which Section 9-47.020(A) is applicable.
- C. This chapter shall not apply to:
1. Registered local, state, or federal historical sites;
 2. Ecological restoration projects that do not require a permanent irrigation system;
 3. Mined-land reclamation projects that do not require a permanent irrigation system; or
 4. Plant collections, as part of botanical gardens and arboretums open to the public.

9-47.030 Implementation Procedures.

- A. Prior to installation, a Landscape Documentation Package shall be submitted to the City for review and approval of all landscape projects subject to the provisions of this chapter. Any Landscape Documentation Package submitted to the City shall comply with the provisions of the Guidelines.

B. The Landscape Documentation Package shall include a certification by a professional appropriately licensed in the State of California stating that the landscape design and water use calculations have been prepared by or under the supervision of the licensed professional and are certified to be in compliance with the provisions of this chapter and its Guidelines.

1. Landscape and irrigation plans shall be submitted to the City for review and approval with appropriate water use calculations. Water use calculations shall be consistent with calculations contained in the Guidelines and shall be provided to the local water purveyor, as appropriate, under procedures determined by the City.

2. Verification of compliance of the landscape installation with the approved plans shall be obtained through a Certification of Completion in conjunction with a Certificate of Use and Occupancy or permit final process, as provided in the Guidelines.

9-47.040 Landscape Water Use Standards.

A. For applicable landscape installation or rehabilitation projects subject to Section 9-47.020(A) of this chapter, the Estimated Applied Water Use allowed for the landscaped area shall not exceed the MAWA calculated using an ET adjustment factor of 0.55 for residential areas and 0.45 for non-residential areas, except for special landscaped areas where the MAWA is calculated using an ET adjustment factor of 1.0; or the design of the landscaped area shall otherwise be shown to be equivalently water-efficient in a manner acceptable to the City; as provided in the Guidelines.

B. Irrigation of all landscaped areas shall be conducted in a manner conforming to the rules and requirements, and shall be subject to penalties and incentives for water conservation and water waste prevention as determined and implemented by the local water purveyor or as mutually agreed by local water purveyor and the local agency.

9-47.050 Delegation.

The City may delegate to, or enter into a contract with, a local agency to implement, administer, and/or enforce any of the provisions of this chapter on behalf of the City.

9-47.060 Definitions.

As used in this chapter:

“Aggregate landscape areas” pertains to the areas undergoing development as one project or for production home neighborhoods or other situations where

multiple parcels are undergoing development as one project, but will eventually be individually owned.

“Applied water” means the portion of water supplied by the irrigation system to the landscape.

“Budget-based tiered-rate structure” means tiered or block rates for irrigation accounts charged by the retail water agency in which the block definition for each customer is derived from lot size or irrigated area and the evapotranspiration requirements of landscaping.

“Community Aesthetics Evaluation” – While not subject to a permit, plan check or design review, the Community Aesthetics Evaluation may be performed to ensure the aesthetic standards of the community and irrigation efficiency intent is maintained.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Estimated Applied Water Use” means the average annual total amount of water estimated to be necessary to keep plants in a healthy state, calculated as provided in the Guidelines. It is based on the reference evapotranspiration rate, the size of the landscape area, plant water use factors, and the relative irrigation efficiency of the irrigation system.

“Evapotranspiration adjustment factor” or “ETAF” of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Area shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Guidelines” refers to the Guidelines for Implementation of Chapter 9-47, as adopted by the City, which describes procedures, calculations, and requirements for landscape projects subject to this Water Efficient Landscape Ordinance.

“Hardscapes” means any durable material or feature (pervious and non-pervious) installed in or around a landscaped area, such as pavements or walls. Pools and other water features are considered part of the landscaped area and not considered hardscapes for purposes of this chapter.

“Irrigation efficiency” means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this Water Efficient Landscape Ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

“Landscaped area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance and Estimated Applied Water Use calculations. The landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Documentation Package” means the documents required to be provided to the City for review and approval of landscape design projects, as described in the Guidelines.

“Landscape project” means total area of landscape in a project, as provided in the definition of “landscaped area,” meeting the requirements under Section 9-47.020 of this chapter.

“Local agency” means a local water purveyor or city or county, including a charter city or charter county, that is authorized to implement, administer, and/or enforce any of the provisions of this chapter. The local agency may be responsible for the enforcement or delegation of enforcement of this chapter, including, but not limited to, design review, plan check, issuance of permits, and inspection of a landscape project.

“Local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

“Maximum Applied Water Allowance” or “MAWA” means the upper limit of annual applied water for the established landscaped area as specified in Section 2.2 of the Guidelines. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance. $MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“New construction” means, for the purposes of this Water Efficient Landscape Ordinance, a new building with a landscape or other new landscape such as a park, playground, or greenbelt without an associated building.

“Non-pervious” means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscape.

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, that estimates the amount of water needed by plants. For purposes of this Water Efficient Landscape Ordinance, the plant factor range for very low water use plants is 0 to 0.1; the plant factor range for low water use plants is 0 to 0.3; the plant factor range for moderate water use plants is 0.4 to 0.6; and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this Water Efficient Landscape Ordinance are derived from the publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Recycled water” or “reclaimed water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is given expressed in inches per day, month, or year as represented in Appendix A of the Guidelines, and is an estimate of the evapotranspiration of a large field of four-to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances.

“Rehabilitated landscape” means any re-landscaping project that meets the applicability criteria of Section 9-47.020 where the modified landscape area is greater than 2,500 square feet.

“Smart irrigation controller” means an automatic irrigation controller utilizing either evapotranspiration or soil moisture sensor data with non-volatile memory that shall be required for irrigation scheduling in all irrigation systems, recommending U.S. EPA WaterSense labeled devices as applicable.

“Special landscape area” means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens, areas irrigated with recycled water, water features using recycled water, and recreational areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in an irrigation system.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscaped area. Constructed wetlands used for on-site wastewater treatment, habitat protection or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not water features and, therefore, are not subject to the water budget calculation.

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person riding a horse through a field. The outer ring of the seal contains the text "CITY OF LAGUNA HILLS" at the top and "1991" at the bottom, separated by small dots.

ZTA 1-16-3425
Attachment #2
Resolution & Guidelines

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, APPROVING THE 2016
GUIDELINES FOR IMPLEMENTATION OF THE CITY OF
LAGUNA HILLS WATER EFFICIENT LANDSCAPE
ORDINANCE

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

WHEREAS, in compliance with Assembly Bill 1881 (Laird, Water Conservation) the City Council adopted Ordinance 2009-7 on December 8, 2009 implementing the state Model Water Efficient Landscape Ordinance (MWELO) and adopted by minute order a document entitled: "Guidelines for Implementation of the City of Laguna Hills Water Efficient Landscape Ordinance" (hereinafter "2009 Guidelines"), which provided technical assistance to staff and the public for the purpose of implementing the City's MWELO; and

WHEREAS, due to the on-going drought conditions within California, Governor Brown issued Executive Order (EO B-29-15) on April 1, 2015, directing the California Department of Water Resources to update the MWELO to increase water efficiency standards for new and existing landscapes through more efficient irrigation systems, greywater usage, onsite storm water capture and limiting the portion of landscaping that can be covered in turf; and

WHEREAS, on July 15, 2015, the California Water Commission (CWC) adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7 "Model Water Efficient Landscape Ordinance", which requires the City to update its 2009 Guidelines to ensure consistency with the updated requirements of the state MWELO; and

WHEREAS, the proposed 2016 Guidelines for Implementation of the City of Laguna Hills Water Efficient Landscape Ordinance ("2016 Guidelines") are incorporated by reference into the updated City of Laguna Hills Water Efficient Landscape Ordinance, which has been prepared to comply with the requirements of Governor Brown's Executive Order (EO B-29-15) and the state MWELO; and

WHEREAS, the purpose of the proposed 2016 Guidelines is to provide procedural and design guidance for project applicants proposing landscape installation or rehabilitation projects that are subject to the requirements of the updated Water Efficient Landscape Ordinance.

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

SECTION 1. The Guidelines for Implementation of the City of Laguna Hills Water Efficient Landscape Ordinance adopted by the City Council by minute action on December 8, 2009 are hereby repealed in their entirety.

SECTION 2. The 2016 Guidelines for Implementation of the City of Laguna Hills Water Efficient Landscape Ordinance and their Appendices (A-H), attached hereto as Exhibit A, are hereby approved and adopted.

SECTION 3. Effective Date. This Resolution shall take effect upon the effective date of Ordinance No. 2016-____.

PASSED, APPROVED, AND ADOPTED this 9th day of February 2016.

BARBARA KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____ adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

EXHIBIT A

GUIDELINES

FOR IMPLEMENTATION OF THE

CITY OF LAGUNA HILLS

WATER EFFICIENT LANDSCAPE

ORDINANCE (CHAPTER 9-47)

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1. Purpose and Applicability

1.1 Purpose

- (A) The primary purpose of these Guidelines is to provide procedural and design guidance for project applicants proposing landscape installation or rehabilitation projects that are subject to the requirements of the City's Water Efficient Landscape Ordinance found at Chapter 9-47 of the Laguna Hills Municipal Code. This document is also intended for use and reference by City staff in reviewing and approving designs and verifying compliance with Chapter 9-47. The general purpose of Chapter 9-47 is to promote the design, installation, and maintenance of landscaping in a manner that conserves regional water resources by ensuring that landscaping projects are not unduly water-needy and that irrigation systems are appropriately designed and installed to minimize water waste.
- (B) Other regulations affecting landscape design and maintenance practices are potentially applicable and should be consulted for additional requirements. These regulations include but may not be limited to:
 - (1) State of California Assembly Bill 1881;
 - (2) National Pollutant Discharge Elimination Permit for the Municipal Separate Storm Sewer System;
 - (3) Orange County Fire Authority Regulations for Fuel Modification in the Landscape;
 - (4) Water Conservation and Drought Response Regulations of the El Toro Water District or Moulton Niguel Water District;
 - (5) Regulations of the El Toro Water District and/or Moulton Niguel Water District governing use of Recycled Water;
 - (6) Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions);
 - (7) Title 10 of the Laguna Hills Municipal Code (Buildings and Construction);
 - (8) The City of Laguna Hills General Plan, and
 - (9) Conditions of approval for a specific project

1.2 Applicability

- (A) Chapter 9-47 of the Laguna Hills Municipal Code and these Guidelines apply to all of the following landscape projects:

- (1) New landscape projects with an aggregate landscape area equal to or greater than 500 square feet, requiring a building or landscape permit, plan check or design review;
 - (2) Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet, requiring a building or landscape permit, plan check or design review;
 - (3) New or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix A ;
 - (4) New or rehabilitated projects using treated or untreated graywater or rainwater capture on site, any lot or parcels within the project that has less than 2,500 square feet of landscape area and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with the treated or untreated graywater or though stored rainwater capture on site is subject only to Appendix A Section (5).
- (B) The requirements of the Guidelines may be partially or wholly waived, at the discretion of the City or its designee, for landscape rehabilitation projects that are limited to replacement plantings with equal or lower water needs and where the irrigation system is found to be designed, operable and programmed consistent with minimizing water waste in accordance with local water purveyor regulations.
- (C) Unless otherwise determined by the City, the Water Efficient Landscape Ordinance and these Guidelines do not apply to:
- (1) Registered local, state, or federal historical sites;
 - (2) Ecological restoration projects that do not require a permanent irrigation system;
 - (3) Mined-land reclamation projects that do not require a permanent irrigation system; or
 - (4) Plant collections, as part of botanical gardens, and arboretums open to the public.

2. Submittal Requirements for New Landscape Installations or Landscape Rehabilitation Projects

- (A) Discretionary approval is typically required for landscape projects that are subject to site plan reviews, or where a variance from a local building code is requested, or other procedural processes apply such that standard or special conditions of

approval may be required by the City. Discretionary projects with conditions of approval may be approved administratively by City staff, or acted on formally by the Planning Commission, City Council, or other jurisdictional authority. A typical standard condition of approval reads:

“Landscaping for the project shall be designed to comply with Chapter 9-47 of the Laguna Hills Municipal Code and with the Guidelines for Implementation of the Water Efficient Landscape Ordinance.”

Landscape or water features that typically require a ministerial permit (i.e., a building, plumbing, electrical, or other similar permit), thereby triggering compliance with the Water Efficient Landscape Ordinance requirements independently of the need for discretionary approval include, but are not limited to, swimming pools, and fountains or ponds.

2.2 Elements of the Landscape Documentation Package

- (A)** A Landscape Documentation Package is required to be submitted by the project applicant for review and approval prior to the issuance of ministerial permits for landscape or water features by the City, and prior to start of construction. Unless otherwise directed by the City, the Landscape Documentation Package shall include the following elements either on plan sheets or supplemental pages as directed by the City:
 - (1)** Project Information, including, but not limited to, the following:
 - (a)** Date;
 - (b)** Project name;
 - (c)** Project address, parcel, and/or lot number(s);
 - (d)** Total landscape area (square feet) and rehabilitated landscape area (if applicable);
 - (e)** Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
 - (f)** Water supply type (e.g., potable, recycled, or well) and identification of the local retail water purveyor if the project applicant is not served by a private well;
 - (g)** Checklist or index of all documents in the Landscape Documentation Package;
 - (h)** Project contacts, including contact information for the project applicant and property owner;

- (i) Certification of Design in accordance with **Exhibit A** of these Guidelines that includes a landscape professional's professional stamp, as applicable, signature, contact information (including email and telephone number), license number, and date, certifying the statement that "The design of this project complies with the requirements of the City's Water Efficient Landscape Ordinance" and shall bear the signature of the landscape professional as required by law; and
 - (j) Any other information the City deems relevant for determining whether the landscape project complies with the Water Efficient Landscape Ordinance and these Guidelines.
- (2) Maximum Applied Water Allowance (MAWA) and Estimated Applied Water Use (EAWU) expressed as annual totals including, but not limited to, the following:
 - (a) Water Efficient Landscape Worksheet (optional at discretion of the City) for the landscape project;
 - (b) Hydrozone information table (optional at the discretion of the City) for the landscape project; and
 - (c) Water budget calculations (optional at the discretion of the City) for the landscape project.
- (3) A soil management report or specifications, or specification provision requiring soil testing and amendment recommendations and implementation to be accomplished during construction of the landscape project.
- (4) A landscape design plan for the landscape project.
- (5) An irrigation design plan for the landscape project.
- (6) A grading design plan, unless grading information is included in the landscape design plan for the landscape project or unless the landscape project is limited to replacement planting and/or irrigation to rehabilitate an existing landscape area.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

2.3 Water Efficient Landscape Calculations and Alternatives

- (A) The project applicant shall provide the calculated Maximum Applied Water Allowance (MAWA) and Estimated Applied Water Use (EAWU) for the landscape area as part of the Landscape Documentation Package submittal to the

City. The MAWA and EAWU shall be calculated based on completing the Water Efficient Landscape Worksheets (in accordance with the sample worksheets in **Appendix C**) which contain information on the plant factor, irrigation method, irrigation efficiency and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The EAWU is calculated based on the plants used and irrigation method selected for the landscape design.

- (B) The EAWU allowable for the landscape area shall not exceed the MAWA. The MAWA shall be calculated using an evapotranspiration adjustment factor (ETAF) of 0.55 for residential areas and 0.45 for non-residential areas, except for the portion of the MAWA applicable to any Special Landscape Areas within the landscape project, which shall be calculated using an ETAF of 1.0. Where the design of the landscape area can otherwise be shown to be equivalently water-efficient, the project applicant may submit alternative or abbreviated information supporting the demonstration that the annual EAWU is less than the MAWA, at the discretion of and for the review and approval of the local agency.
- (C) Water budget calculations shall adhere to the following requirements:
 - (1) The MAWA shall be calculated using the Water Efficient Landscape Worksheets and equation presented in **Appendix C**.
 - (2) The EAWU shall be calculated using the Water Efficient Landscape Worksheet and equations presented in **Appendix C**.
 - (3) For the calculation of the MAWA and EAWU, a project applicant shall use the ETo values from the closest location listed the Reference Evapotranspiration Table in **Appendix D**. For geographic areas not covered in **Appendix D**, data from other cities, or zip codes, located nearby in the same reference evapotranspiration zone may be used.
 - (4) For calculation of the EAWU, the plant water use factor shall be determined as appropriate to the project location from the Water Use Efficiency of Landscape Species (WUCOLS) Species Evaluation List or from horticultural researchers with academic institutions or professional associations as approved by the California Department of water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water use plants, 0.1 to 0.3 for low water use plants, 0.4 to 0.6 for moderate water use plants, and 0.7 to 1.0 for high water use plants.

- (5) For calculating the EAWU, the plant water use factor shall be determined for each valve hydrozone based on the highest-water-use plant species within the zone. The plant factor for each hydrozone may be required to be further refined as a “landscape coefficient,” according to protocols defined in detail in the WUCOLS document, to reflect planting density and microclimate effects on water need at the option of the project applicant or the City.
- (6) For calculation of the EAWU, the area of a water feature shall be defined as a high water use hydrozone with a plant factor of 1.0.
- (7) For calculation of the EAWU, a temporarily irrigated hydrozone area, such as an area of highly drought-tolerant native plants that are not intended to be irrigated after they are fully established, shall be defined as a very low water use hydrozone with a plant factor of 0.1.
- (8) For calculation of the MAWA, the ETAF for Special Landscape Areas (SLA) shall be set at 1.0. For calculation of the EAWU, the ETAF for SLA shall be calculated as the SLA plant factor divided by the SLA irrigation efficiency factor.
- (9) Irrigation efficiency (IE) of the irrigation heads used within each hydrozone shall be assumed to be as follows, unless otherwise indicated by the irrigation equipment manufacturer’s specifications or demonstrated by the project applicant:

Irrigation Method	DU_{LQ}	DU_{LH} *	EU	IE**
Spray nozzles	65%	79%		71%
High efficiency spray nozzles	70%	82%		73%
Multi stream/Multi trajectory rotary (MSMT) nozzles	75%	85%		76%
Stream rotor nozzle	70%	82%		73%
Microspray	75%	85%		76%
Bubblers			85%	77%
Drip emitter			90%	81%
Subsurface drip			90%	81%

*DU_{LH} = .386 + (.614)(DU_{LQ})

** IE (spray) = (DU_{LH})(IME)

** IE (drip) = Emission uniformity (EU)(IME)

- (D) The Maximum Applied Water Allowance shall adhere to the following requirements:
 - (1) The Maximum Applied Water Allowance shall be calculated using the equation presented in **Appendix C**. The reference evapotranspiration (ET_o) values used for this calculation are from the Reference Evapotranspiration Table in **Appendix D** and are for planning purposes

only. For actual irrigation scheduling, automatic irrigation controllers are required and shall use current ETo data, such as from the California Irrigation Management Information System (CIMIS), other equivalent data, or soil moisture sensor data.

2.4 Soil and Stormwater Management

- (A)** All planted landscape areas are required to have friable soil to maximize retention and infiltration. On engineered slopes, only amended planting holes need meet this requirement.
- (B)** In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:
 - (1)** Submit soil samples to a certified agronomic soils laboratory for analysis and recommendations.
 - (a)** Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
 - (b)** The soil analysis may include, but is not limited to:
 - 1. soil texture;
 - 2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
 - 3. pH;
 - 4. total soluble salts;
 - 5. sodium;
 - 6. percent organic matter; and
 - 7. recommendations.
 - (2)** In projects with multiple landscape installations (i.e. production home developments or common interest developments that are installing landscaping) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement; evenly disbursed throughout the development. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots or approximately 15% landscape area. The project applicant, or his/her designee, shall comply with one of the following:

- (a) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or
- (b) If significant mass grading is planned, the soil analysis report shall be submitted to the City as part of the Certification of Completion.
- (c) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans in order to make any necessary adjustments to the design plans.
- (d) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with the Certification of Completion.

[Note: Authority Cited: Section 65595, Government Code.
Reference: Section 65596, Government Code.]

- (C) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from additional capacity as required by any applicable local, regional, state, or federal regulation and/or one of the following: the one inch, 24-hour rain event or the 85th percentile, 24-hour rain event.
- (D) It is recommended that storm water projects incorporate any of the following elements to improve on-site stormwater and dry weather runoff capture and use:
 - (1) Grade impervious surfaces, such as driveways, during construction to drain into vegetated areas.
 - (2) Minimize the area of impervious surfaces such as paved areas, roof, and concrete driveways.
 - (3) Incorporate pervious or porous surfaces (e.g. gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
 - (4) Direct runoff from paved surfaces and roof areas into planting beds or landscape areas to maximize site water capture and reuse.
 - (5) Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
 - (6) Incorporate infiltration beds, swales, basins, and drywells to capture stormwater and dry weather runoff and increase percolation into the soil.

- (7) Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

[Note: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

2.5 Landscape Design Plan

- (A) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. The following design criteria shall be submitted as part of the Landscape Documentation Package.
 - (1) Plant Material
 - (a) Any plant may be selected for the landscape area provided the EAWU in the landscape area does not exceed the MAWA. Methods to achieve water efficiency shall include one or more of the following:
 - (2) Protection and preservation of non-invasive water-conserving plant, tree and turf species;
 - (3) Selection of water-conserving plant, tree and turf species;
 - (4) Selection of plants based on local climate suitability, disease and pest resistance;
 - (5) Selection of trees based on applicable City and local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
 - (6) Selection of plants from local and regional landscape program plant lists.
 - (7) Selection of plants from local Fuel Modification Plan Guidelines.
- (B) Each hydrozone shall have plant materials with similar water use; with the exception of hydrozones with plants of mixed water use, as specified in Section 2.6(a)(2)(D) of these Guidelines.
- (C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:
 - (1) Use the Sunset Western Climate Zone System, or equivalent generally accepted models, which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;

- (2) Recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, and power lines); allow for adequate soil volume for healthy root growth and
 - (3) Consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (D) Turf is discouraged on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
 - (E) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
 - (F) A landscape design plan for projects in fire-prone areas and fuel modification zones shall comply with requirements of the local Fire Authority, where applicable. Refer to the local Fuel Modification Plan Guidelines. When conflicts between water conservation and fire safety design elements exist, the fire safety requirements shall have priority.
 - (G) The use of invasive plant species plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.
 - (H) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of water efficient plant species as a group.
- (1) Water Features
 - (a) Recirculating water systems shall be used for water features.
 - (b) Where available and consistent with public health guidelines, recycled water shall be used as a source for decorative water features.
 - (c) The surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.
 - (d) Pool and spa covers are highly recommended.
 - (2) Soil Preparation, Mulch and Amendments
 - (a) Prior to planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need to meet this requirement.

- (b) Soil amendments shall be incorporated according to the recommendations of the soil report and what is appropriate for plants selected.
 - (c) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.
 - (d) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5% of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (e) Stabilizing mulching products shall be used on slopes that meet current engineering standards such as those detailed in the USDA/USAID Low-Volume Roads Engineering Best Management Practices Field Guide.
 - (f) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.
 - (g) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel Modification Plan Guidelines or other applicable local ordinances.
- (I) The landscape design plan, at a minimum, shall:
- (1) Delineate and label each hydrozone by number, letter, or other method;
 - (2) Identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape area shall be included in the low water use hydrozone for the water budget calculation;
 - (3) Identify recreational areas;
 - (4) Identify areas permanently and solely dedicated to edible plants;
 - (5) Identify areas irrigated with recycled water;
 - (6) Identify type of mulch and application depth;

- (7) Identify soil amendments, type, and quantity;
- (8) Identify type and surface area of water features;
- (9) Identify hardscapes (pervious and non-pervious);
- (10) Identify location and installation details, and 24-hour retention or infiltration capacity of any applicable storm water best management practices that encourage on-site retention and infiltration of storm water. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Storm water best management practices are encouraged in the landscape design plan and examples are provided in Section 2.4(C).
- (11) Identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc.);
- (12) Contain the following statement: “I have complied with the criteria of the Water Efficient Landscape Ordinance and applied them for the efficient use of water in the landscape design plan;” and
- (13) Bear the signature of a California-licensed landscape professional.

[Note: Authority Cited: Section 65595, Reference: Section 65596, Government Code and Section 1351, Civil Code.]

2.6 Irrigation Design Plan

- (A) This section applies to landscape areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturer’s recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.
 - (1) System
 - (a) Landscape water meters, defined as either a dedicated water service meter or private sub meter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq. ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:

1. A customer service meter dedicated to landscape use provided by the local water purveyor; or
 2. A privately owned meter or sub meter.
- (b) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data with non-volatile memory shall be required for irrigation scheduling in all irrigation systems, recommending U.S. EPA WaterSense labeled devices as applicable.
- (c) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
- (d) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.
1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
 2. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (e) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable City code (i.e., public health) for additional backflow prevention requirements.
- (f) A master shutoff valve shall be as close as possible to the point of connection and is required on all projects; with the exception for landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

- (g) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all non-residential landscapes and residential landscapes of 5,000 sq. ft. or larger. The flow sensor must be in combination with a master shut-off valve.
- (h) Manual isolation valves (such as a gate valve, ball valve, or butterfly valve) shall be required downstream of the point of connection of the water supply to minimize water loss in case of an emergency (such as a main line break) or routine repair.
- (i) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.
- (j) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.
- (k) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (l) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard, All Sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASBE/ICC 802-2014.
- (m) Average irrigation efficiency (IE) for the project shall be determined in accordance with the EAWU calculation sheet in **Appendix C**. Unless otherwise indicated by the irrigation equipment manufacturer's specifications or demonstrated by the project applicant, the irrigation efficiency of the irrigation heads used within each hydrozone shall as listed in Section 2.3(C)(9).
- (n) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (o) In mulched planting areas, the use of low volume irrigation (drip or low volume overhead irrigation) is required to maximize water infiltration into the root zone; with the exception of areas with fuel modification requirements and/or those that require plant establishment to comply with local grading ordinances.

- (p) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.
- (q) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.
- (r) Swing joint components are required on all sprinklers subject to damage that are adjacent to hardscapes or in high traffic areas of turf.
- (s) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.
- (t) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
- (u) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:
 - 1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
 - 2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
 - 3. the irrigation designer for the landscape project specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates strict adherence to the irrigation system design criteria in Section 2.G (A)(1) hereof. Prevention of overspray and runoff must be confirmed during an irrigation audit.
 - 4. slopes greater than 25% shall not be irrigated with an irrigation system with a application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer of the landscape project specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

- (a)** Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
- (b)** Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.
- (c)** Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.
- (d)** Individual hydrozones that mix plants of moderate and low water use or moderate and high water use may be allowed if:
 - 1.** The plant factor calculation is based on the proportions of the respective plant water uses and their respective plant factors; or
 - 2.** The plant factor of the higher water using plant is used for the calculations.
- (e)** Individual hydrozones that mix high and low water use plants shall not be permitted.
- (f)** On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve and assign a number to each valve.
- (g)** The irrigation design plan, at a minimum, shall contain:
 - 1.** the location and size of separate water meters for landscape;
 - 2.** the location, type, and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
 - 3.** static water pressure at the point of connection to the public water supply;
 - 4.** flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;

5. irrigation schedule parameters necessary to program smart timers specified in the landscape design;
6. the following statement: “I have complied with the criteria of Chapter 9-47 of the Laguna Hills Municipal Code and applied them accordingly for the efficient use of water in the irrigation design plan;” and
7. the signature of a California-licensed *landscape professional*.

[Note: Authority Cited: Section 65595, Government Code.
Reference: Section 65596, Government Code.]

2.7 Grading Design Plan

- (A) For the efficient use of water, grading of a landscape project site shall be designed to minimize soil erosion, runoff, and water waste. Finished grading configuration of the landscape area, including pads, slopes, drainage, post-construction erosion control, and storm water control Best Management Practices, as applicable, shall be shown on the Landscape Plan unless this information is fully included in separate Grading Plans for the project, or unless the project is limited to replacement planting and/or irrigation to rehabilitate an existing landscape area.
- (B) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:
 - (1) Height of graded slopes;
 - (2) Drainage patterns;
 - (3) Pad elevations;
 - (4) Finish grade; and
 - (5) Storm water retention improvements, if applicable.
- (C) To prevent excessive erosion and runoff, it is highly recommended that the project applicant:
 - (1) Grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
 - (2) Avoid disruption of natural drainage patterns and undisturbed soil; and
 - (3) Avoid soil compaction in landscape areas.
- (D) The Grading Design Plan shall contain the following statement: “I have complied with the criteria of the ordinance and applied them accordingly for the efficient

use of water in the grading design plan” and shall bear the signature of the landscape professional, as required by law.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

2.8 Certification of Completion

- (A)** Landscape project installation shall not proceed until the Landscape Documentation Package has been approved by the City and any ministerial permits required are issued.
- (B)** The project applicant shall notify the City at the beginning of the installation work and at intervals, as necessary, for the duration of the landscape project work to schedule all required inspections.
- (C)** Certification of Completion of the landscape project shall be obtained through a Certificate of Use and Occupancy or a permit final. The requirements for the Final Inspection and Permit Closure include submittal of:
 - (1)** A Landscape Installation Certificate of Completion in the form included as **Appendix E** of these Guidelines, which shall include: (i) certification by a landscape professional that the landscape project has been installed per the approved Landscape Documentation Package; and (ii) the following statement: “The landscaping has been installed in substantial conformance to the design plans, and complies with the provisions of the Water Efficient Landscape Ordinance for the efficient use of water in the landscape.”
 - (a)** Where there have been significant changes (as deemed by the local permitting agency) made in the field during construction, these “as-built” or record drawings shall be included with the certificate
 - (b)** A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.
 - (2)** Documentation of the irrigation scheduling parameters used to set the controller(s);
 - (3)** An irrigation audit report from a local agency landscape irrigation auditor or third party certified landscape irrigation auditor, documentation of enrollment in regional or local water purveyor’s water conservation programs, and/or documentation that the MAWA and EAWU information for the landscape project has been submitted to the local water purveyor, may be required at the option of the City. Example Inspection Affidavit is included as **Appendix H**.

- (a) Landscape audits shall not be conducted by the person who designed or installed the landscape.
- (b) In large projects or projects with multiple landscape installations (i.e. production home developments or common interest developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

2.9 Post-Installation Irrigation Scheduling

- (A) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
 - (1) Irrigation scheduling shall be regulated by automatic irrigation controllers.
 - (2) Overhead irrigation shall be scheduled in accordance with the local water purveyor's Water Conservation Ordinance. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

2.10 Post-Installation Landscape and Irrigation Maintenance

- (A) Landscapes shall be maintained to ensure water use efficiency in accordance with Chapter 9-47 of the Laguna Hills Municipal Code.

3. Provisions for Existing Landscapes

- (A) Irrigation of all landscape areas shall be conducted in a manner conforming to the rules and requirements and shall be subject to penalties and incentives for water conservation and water waste prevention, as determined and implemented by the local water purveyor and as may be mutually agreed by the City.
- (B) The City and/or the regional or local water purveyor may administer programs such as irrigation water use analyses, irrigation surveys and/or irrigation audits, tiered water rate structures, water budgeting by parcel, or other approaches to achieve landscape water use efficiency community-wide to a level equivalent to or less than would be achieved by applying a MAWA calculated with an ETAF of 0.8 to all landscape areas in the City over one acre in size.
- (C) The architectural guidelines of a common interest development, including apartments, condominiums, planned developments, and stock cooperatives, shall

not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

4. Public Education

- (A)** Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management, and maintenance that save water is encouraged in the community.
- (B)** Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes as described.
 - (1)** Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local ordinance; specify who designed and installed the site water efficient landscape; and demonstrate low water use approaches to landscaping such as using appropriate plants, alternative water sources, or rainwater catchment systems.
 - (2)** Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

[Note: Authority Cited: Section 65595, Government Code. Reference: Section 65596, Government Code.]

Appendix A: Prescriptive Compliance Option

PRESCRIPTIVE COMPLIANCE OPTION

- (A)** This appendix contains prescriptive requirements which may be used as a compliance option to the Ordinance.
- (B)** Compliance with the following items is mandatory and must be documented in a landscape plan in order to use the prescriptive compliance option:
 - (1)** Submit a Landscape Documentation Package which includes the following elements:
 - (a)** Date
 - (b)** Project applicant
 - (c)** Project address (if available, parcel and/or lot number (s))
 - (d)** Total landscape area (square feet), including a breakdown of turf and plant material
 - (e)** Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
 - (f)** Water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
 - (g)** Contact information for the project applicant and property owner
 - (h)** Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWELO"
 - (2)** Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);
 - (3)** Plant material shall comply with all of the following:
 - (a)** For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plan factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water

(average WUCOLS plan factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

- (b)** A minimum three inch (3”) layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf shall comply with all of the following:

- (a)** Turf shall not exceed 25% of the landscape area in residential areas, and turf shall not be planted in non-residential areas
- (b)** Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;
- (c)** Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation, or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

- (a)** Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data
- (b)** Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.
- (c)** Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
- (d)** Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
- (e)** All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC802-2014. “Landscape irrigation Sprinkler and Emitter Standard.” All Sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

- (C) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

Appendix B: Certification of Landscape Design

CERTIFICATION OF LANDSCAPE DESIGN

I hereby certify that:

(1) I am a professional appropriately licensed in the State of California to provide professional landscape design services.

(2) The landscape design and water use calculations for the property located at _____
_____ (provide street address or parcel number(s)) were prepared by me or under my supervision.

(3) The landscape design and water use calculations for the identified property comply with the requirements of the City of _____ Water Efficient Landscape Ordinance (Municipal Code Sections _____) and the City of _____ Guidelines for Implementation of the City of _____ Water Efficient Landscape Ordinance.

(4) The information I have provided in this Certificate of Landscape Design is true and correct and is hereby submitted in compliance with the City of _____ Guidelines for Implementation of the City of _____ Water Efficient Landscape Ordinance.

Print Name

Date

Signature

License Number

Address

Telephone

E-mail Address

Landscape Design Professional's Stamp
(If applicable)

Appendix C: Water Efficient Landscape Worksheet

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required item of the Landscape Documentation Package.

Reference Evapotranspiration (ET_o)^a: _____

Landscape Area Sector Type ☐ Residential
(select one): ☐ Non-Residential

	Hydrozone #/Planting Description	Location	Plant Factor ^b (PF)	Irrigation Method ^c	Irrigation Efficiency ^c (IE)	ETAF (PF/IE)	Landscape Area (sq-ft)	ETAF x Area	Estimated Total Water Use ^d (ETWU)
Regular Landscape Area									
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									

Average	Total	Total

Average ETAF for Regular In Not In
Landscape Areas^e (circle one): Compliance Compliance

Special Landscape Area

SLA-1									
SLA-2									
SLA-3									
SLA-4									
SLA-5									

Totals

Total Landscape Area

Site wide ETAF

ETWU Total

Maximum Allowed Water Allowance (MAWA)^f

WORKSHEET INFORMATION & EQUATIONS

^a Local monthly evapotranspiration rates are listed in Appendix D.

^b The following table can be used for common plant factors:

Plant Factor	PF
Very low water use plant	0.1
Low water use plant	0.2
Medium water use plant	0.5
High water use plant	0.8
Lawn	0.8
Pool, spa, or other water feature	1.0

^c *Irrigation efficiency* is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average *irrigation efficiency* for purposes of these *Guidelines* is 0.71. The following *irrigation efficiency* may be obtained for the listed irrigation heads with an *Irrigation Management Efficiency* of 90%:

Irrigation Method	IE
Spray nozzles	71%
High efficiency spray nozzles	73%
Multi stream/Multi trajectory rotary (MSMT) nozzles	76%
Stream rotor nozzle	73%
Microspray	76%
Bubblers	77%
Drip emitter	81%
Subsurface drip	81%

^d Estimated Total Water Use (ETWU) is the annual gallons required

$$\text{ETWU} = (\text{ETo}) \times (0.62) \times (\text{ETAF} \times \text{Area})$$

where, ETo = annual evapotranspiration rate in inches per year
 0.62 = factor used to convert inches per year to gallons per square foot
 ETAF = plant factor ÷ irrigation efficiency

^e Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for nonresidential areas.

^f Maximum Allowed Water Allowance (MAWA) is the annual gallons allowed

$$\text{MAWA} = (\text{ETo}) \times (0.62) \times [(\text{ETAF} \times \text{LA}) + ((1-\text{ETAF}) \times \text{SLA})]$$

where, ETo = annual evapotranspiration rate in inches per year
 0.62 = factor used to convert inches per year to gallons per square foot
 ETAF = plant factor ÷ irrigation efficiency
 LA = total (site wide) landscape area in square feet
 SLA = total special landscape area

Appendix D: Reference Evapotranspiration Table

REFERENCE EVAPOTRANSPIRATION (ET_O) TABLE

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total (inches per year)
Aliso Viejo	2.6	2.5	3.6	4.3	5.1	5.1	5.6	5.6	4.7	3.4	2.6	2.0	47.1
Anaheim	2.7	2.7	3.3	4.6	5.3	5.6	5.9	6.0	5.1	3.4	2.6	2.0	49.2
Atwood	2.7	2.8	3.5	4.9	5.6	6.2	6.5	6.5	5.5	3.6	2.7	2.0	52.5
Balboa	2.6	2.4	3.4	4.2	4.9	4.5	5.1	5.1	4.4	3.3	2.5	2.0	44.4
Balboa Island	2.6	2.4	3.4	4.2	4.9	4.6	5.2	5.2	4.5	3.3	2.5	2.0	44.7
Brea	2.7	2.8	3.4	4.8	5.5	6.0	6.4	6.4	5.4	3.6	2.7	2.0	51.8
Buena Park	2.6	2.5	3.6	4.4	5.3	5.3	6.0	5.8	4.9	3.5	2.5	2.0	48.4
Capistrano Beach	2.6	2.5	3.5	4.2	5.0	4.7	5.3	5.3	4.6	3.3	2.5	2.0	45.4
Corona Del Mar	2.6	2.5	3.4	4.2	4.9	4.6	5.2	5.2	4.5	3.3	2.5	2.0	44.9
Costa Mesa	2.6	2.5	3.5	4.2	5.0	4.8	5.4	5.3	4.6	3.3	2.5	2.0	45.6
Coto De Caza	2.6	2.5	3.7	4.5	5.5	5.6	6.2	6.1	5.1	3.6	2.6	2.0	49.8
Cypress	2.6	2.5	3.5	4.3	5.2	5.1	5.7	5.6	4.7	3.4	2.5	2.0	47.2
Dana Point	2.6	2.5	3.5	4.2	4.9	4.7	5.2	5.2	4.5	3.3	2.5	2.0	45.1
El Modena	2.7	2.7	3.4	4.7	5.4	5.9	6.2	6.2	5.3	3.5	2.7	2.0	50.7
Foothill Ranch	2.6	2.5	3.7	4.5	5.5	5.6	6.3	6.1	5.1	3.6	2.6	2.0	50.1
Fountain Valley	2.7	2.6	3.2	4.4	4.9	5.0	5.3	5.4	4.8	3.2	2.6	2.0	46.0
Fullerton	2.7	2.7	3.3	4.6	5.3	5.7	6.0	6.0	5.2	3.4	2.6	2.0	49.7
Garden Grove	2.7	2.7	3.2	4.5	5.0	5.2	5.5	5.6	4.9	3.3	2.6	2.0	47.2
Huntington Beach	2.6	2.5	3.4	4.2	4.9	4.7	5.3	5.2	4.5	3.3	2.5	2.0	45.0
Irvine (North)	2.6	2.5	3.7	4.5	5.4	5.5	6.1	6.0	5.0	3.6	2.6	2.1	49.5
Irvine (South)	2.6	2.5	3.6	4.4	5.3	5.2	5.8	5.7	4.8	3.4	2.6	2.0	47.9

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total (inches per year)
La Habra	2.6	2.5	3.7	4.5	5.6	5.6	6.4	6.2	5.1	3.6	2.6	2.0	50.4
La Palma	2.6	2.5	3.6	4.4	5.3	5.2	5.8	5.7	4.8	3.4	2.5	2.0	47.8
Ladera Ranch	2.6	2.5	3.6	4.4	5.3	5.3	5.9	5.8	4.9	3.5	2.6	2.1	48.4
Laguna (South)	2.6	2.5	3.5	4.3	5.1	4.9	5.5	5.5	4.7	3.4	2.5	2.0	46.5
Laguna Beach	2.6	2.5	3.5	4.3	5.1	4.9	5.5	5.4	4.6	3.4	2.5	2.0	48.4
Laguna Niguel	2.6	2.5	3.5	4.3	5.1	4.9	5.5	5.5	4.7	3.4	2.5	2.0	46.5
Laguna Woods	2.6	2.5	3.6	4.4	5.3	5.2	5.8	5.7	4.9	3.5	2.6	2.0	48.0
Lake Forest	2.6	2.5	3.7	4.4	5.4	5.4	6.1	5.9	5.0	3.5	2.6	2.1	49.2
Lido Isle	2.6	2.4	3.4	4.2	4.9	4.6	5.1	5.1	4.4	3.3	2.5	2.0	44.4
Los Alamitos	2.6	2.5	3.5	4.3	5.1	4.9	5.5	5.4	4.6	3.4	2.5	2.0	46.4
Midway City	2.6	2.5	3.5	4.3	5.1	4.9	5.5	5.5	4.7	3.4	2.5	2.0	46.5
Mission Viejo	2.6	2.5	3.7	4.4	5.4	5.4	6.0	5.9	4.9	3.5	2.6	2.0	48.9
Monarch Bay	2.6	2.5	3.5	4.2	4.9	4.7	5.2	5.2	4.5	3.3	2.5	2.0	45.1
Newport Beach	2.6	2.5	3.5	4.2	5.0	4.7	5.3	5.3	4.5	3.3	2.5	2.0	45.4
Orange	2.7	2.7	3.3	4.6	5.3	5.7	6.0	6.0	5.2	3.4	2.7	2.0	49.7
Placentia	2.7	2.7	3.4	4.7	5.4	5.9	6.2	6.2	5.3	3.5	2.7	2.0	50.9
Rancho Santa Margarita	2.6	2.5	3.7	4.4	5.5	5.5	6.1	6.0	5.0	3.6	2.6	2.0	49.5
Rossmoor	2.6	2.5	3.5	4.3	5.1	4.9	5.5	5.4	4.6	3.4	2.5	2.0	46.4
San Clemente	2.6	2.5	3.5	4.3	5.1	4.9	5.4	5.4	4.7	3.4	2.6	2.0	46.4
San Juan Capistrano	2.6	2.5	3.6	4.4	5.4	5.4	6.0	5.9	4.9	3.5	2.6	2.0	48.8
Santa Ana	2.6	2.6	3.4	4.5	5.2	5.3	5.7	5.7	4.9	3.4	2.6	2.0	47.8
Seal Beach	2.6	2.5	3.4	4.2	5.0	4.7	5.3	5.3	4.5	3.3	2.5	2.0	45.4
Silverado Canyon	2.6	2.5	3.7	4.5	5.6	5.8	6.5	6.3	5.2	3.6	2.6	2.0	51.0
Stanton	2.6	2.5	3.5	4.3	5.2	5.1	5.7	5.6	4.7	3.4	2.5	2.0	47.4

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total (inches per year)
Sunset Beach	2.6	2.5	3.4	4.2	5.0	4.7	5.3	5.2	4.5	3.3	2.5	2.0	45.0
Surfside	2.6	2.5	3.4	4.2	5.0	4.7	5.3	5.2	4.5	3.3	2.5	2.0	45.0
Trabuco Canyon	2.6	2.5	3.7	4.5	5.5	5.6	6.2	6.1	5.1	3.6	2.6	2.0	49.8
Tustin	2.7	2.7	3.3	4.6	5.3	5.6	5.9	5.9	5.1	3.4	2.7	2.0	49.2
Villa Park	2.7	2.7	3.4	4.7	5.4	5.9	6.2	6.2	5.3	3.5	2.7	2.0	50.8
Westminster	2.6	2.5	3.5	4.3	5.1	4.9	5.5	5.5	4.7	3.4	2.5	2.0	46.5
Yorba Linda	2.7	2.8	3.5	4.9	5.7	6.3	6.6	6.6	5.6	3.7	2.7	2.0	53.1

* The values in this table were derived from California Irrigation Management Information System (CIMIS) Spatial CIMIS data by zip code. Cities with multiple zip codes present monthly averages.

Appendix E: Certificate of Completion

LANDSCAPE INSTALLATION CERTIFICATE OF COMPLETION

I hereby certify that:

(1) I am a professional appropriately licensed in the State of California to provide professional landscape design services for: _____

(project name, mailing address and telephone).

(2) The landscape project for the property located at _____
_____ (provide street address or parcel
number(s)) was installed by me or under my supervision.

(3) The landscaping for the identified property has been installed in substantial conformance with the approved Landscape Documentation Package and complies with the requirements of the City of _____ Water Efficient Landscape Ordinance (Municipal Code Sections _____) and the City of _____ Guidelines for Implementation of the City of _____ Water Efficient Landscape Ordinance for the efficient use of water in the landscape.

(4) The following elements are attached hereto:

- a. Irrigation scheduling parameters used to set the controller;
- b. Landscape and irrigation maintenance schedule;
- c. Irrigation audit report; and
- d. Soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of the soil report recommendations.

(5) The site installation complies with the following:

- a. The required irrigation system has been installed according to approved plans and specifications and if applicable, any prior approved irrigation system alternatives.

_____ Yes _____ No

- b. Sprinklers comply with ASABE/ICC 802-2014 Landscape Irrigation Sprinkler & Emitter Standard.

_____ Yes _____ No

(6) The information I have provided in this Landscape Installation Certificate of Completion is true and correct and is hereby submitted in compliance with the City of _____ Guidelines for Implementation of the City of _____ Water Efficient Landscape Ordinance.

Print Name

Date

Signature

License Number

Address

Telephone

E-mail Address

Landscape Design Professional's Stamp
(If Appropriate)

Appendix F: Definitions

DEFINITIONS

The terms used in these Guidelines have the meaning set forth below:

“Aggregate” area pertains to production home neighborhoods, common interest developments, or other situations where multiple parcels are undergoing landscape development as one project, but may eventually be individually owned or maintained.

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Certified Landscape Irrigation Auditor” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“Certification of Design” means the certification included as Exhibit E of these Guidelines that must be included in the Landscape Documentation Package pursuant to Section 2.1 of these Guidelines.

“City” means the City of _____ or its authorized designee.

“Common interest developments” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351

“Distribution Uniformity” or “DU” is a measure of how uniformly an irrigation head applies water to a specific target area and theoretically ranges from zero to 100 percent.

“Drip” irrigation means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Emitter” means a drip irrigation emission device that delivers water slowly from the system to the soil.

“Estimated Applied Water Use” or “EAWU” means the annual total amount of water estimated to keep plants in a healthy state. It is based on factors such as reference evapotranspiration rate, the size of the landscape area, plant water use factors, and the irrigation efficiency within each hydrozone.

“Evapotranspiration adjustment factor” or “ETAF” of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Area shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

“Evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“Hardscapes” means any durable material or feature (pervious and non-pervious) installed in or around a landscape area, such as pavements or walls. Pools and other water features are considered part of the landscape area and not considered hardscapes for purposes of these Guidelines.

“Graywater” means a system intreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthy processing, manufacturing, or operating wastes. Graywater includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines. And laundry tubs, but does not include wastewater from kitchen sinks or dishwashers as per the Health and Safety Code (Section 17922.12). Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards.

“Hydrozone” means a portion of the landscape area having plants with similar water needs and typically irrigated by one valve/controller station. A hydrozone may be irrigated or non-irrigated.

“Infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“Invasive” plants species or “noxious” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive plant species may be regulated by county agricultural agencies as noxious species.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

“Irrigation Management Efficiency” or “IME” means the measurement used to calculate the irrigation efficiency of the irrigation system for a landscaped project. A 90% IME can be

achieved by using evapotranspiration controllers, soil moisture sensors, and other methods that will adjust irrigation run times to meet plant water needs.

“Irrigation efficiency” or “IE” means the measurement of the amount of water beneficially used divided by the amount of water applied to a landscape area. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of these Guidelines is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems. The following irrigation efficiency may be obtained for the listed irrigation heads with an IME of 90%:

Irrigation Method	DU_{LQ}	DU_{LH} *	EU	IE**
Spray nozzles	65%	79%		71%
High efficiency spray nozzles	70%	82%		73%
Multi stream/Multi trajectory rotary (MSMT) nozzles	75%	85%		76%
Stream rotor nozzle	70%	82%		73%
Microspray	75%	85%		76%
Bubblers			85%	77%
Drip emitter			90%	81%
Subsurface drip			90%	81%

$$*DU_{LH} = .386 + (.614)(DU_{LQ})$$

$$** IE (spray) = (DU_{LH})(IME)$$

$$** IE (drip) = \text{Emission uniformity (EU)}(IME)$$

“Landscape coefficient” (K_L) is the product of a plant factor multiplied by a density factor and a microclimate factor. The landscape coefficient is derived to estimate water loss from irrigated landscape areas and special landscape areas.

“Landscape Documentation Package” means the package of documents that a project applicant is required to submit to the City pursuant to Section 2.1 of these Guidelines.

“Landscape Installation Certificate of Completion” means the certificate included as Exhibit F of these Guidelines that must be submitted to the City pursuant to Section 2.7(a)(1) of hereof.

“Landscape professional” means a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape pursuant to Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the California Food and Agriculture Code.

“Landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance and Estimated Applied Water Use calculations. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“Low volume overhead irrigation” means aboveground irrigation heads with an upper flow limit of 0.5 GPM.

“Main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

“Manual Isolation Valve” means a valve such as a gate valve, ball valve, or butterfly valve installed downstream of the point of connection of the water supply to shutdown water flow through mainline piping for routine maintenance and emergency repair.

“Master shut-off valve” an electronic valve such as a solenoid valve installed as close as possible to the point of connection and is used in conjunction with a flow sensor and flow monitoring controller technology to automatically shutdown system wide water flow in the event of high flow conditions such as mainline pipe break.

“Maximum Applied Water Allowance” or “MAWA” means the upper limit of annual applied water for the established landscape area, as specified in Section 2.2 of these Guidelines. It is based upon the area’s reference evapotranspiration, the ETAF, and the size of the landscape area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance.

“Microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“Mulch” means any organic material such as leaves, bark, straw or compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“Non-pervious” means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.

“Operating pressure” means the pressure at which the parts of an irrigation system of sprinklers are designed to operate at by the manufacturer

“Overspray” means the irrigation water which is delivered beyond the target area.

“Person” means any natural person, firm, joint venture, joint stock company, partnership, public or private association, club, company, corporation, business trust, organization, public or private

agency, government agency or institution, school district, college, university, any other user of water provided by the City or the local water purveyor, or the manager, lessee, agent, servant, officer, or employee of any of them or any other entity which is recognized by law as the subject of rights or duties.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Plant factor” or “plant water use factor” is a factor, when multiplied by ETo, that estimates the amount of water needed by plants. For purposes of this Water Efficient Landscape Ordinance, the plant factor range for low water use plants is 0 to 0.3; the plant factor range for moderate water use plants is 0.4 to 0.6; and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in these Guidelines are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

“Precipitation rate” means the rate of application of water measured in inches per hour.

“Project applicant” means the person submitting a Landscape Documentation Package required under Section 2.1 to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

“Property owner” or “owner” means the record owner of real property as shown on the most recently issued equalized assessment roll.

“Reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is given expressed in inches per day, month, or year as represented in Appendix C of these Guidelines, and is an estimate of the evapotranspiration of a large field of four to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances.

“Recycled water” or “reclaimed water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Special Landscape Areas” or “SLA” means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens, areas irrigated with recycled water, water features using recycled water, and areas dedicated to active play such as community pools and spas, parks, sports fields, golf courses, and where turf provides a playing surface.

“Sprinkler head” means a device which delivers water through a nozzle.

“Static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

“Station” means an area served by one valve or by a set of valves that operate simultaneously.

“Swing joint” means an irrigation component that provides a leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in an irrigation system.

“Water Efficient Landscape Ordinance” means Ordinance No. _____, adopted by the City Council on February 9, 2016, and codified in the Municipal Code in Chapter 9-47 of the Laguna Hills Municipal Code.

“Water Efficient Landscape Worksheets” means the worksheets required to be completed pursuant to Section 2.2 of these Guidelines and which are included in Appendix B hereof.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment, habitat protection, or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not water features and, therefore, are not subject to the water budget calculation.

“Watering window” means the time of day irrigation is allowed.

“WUCOLS” means the Water Use Classification of Landscape published by the University of California Cooperative Extension, the Department of Water Resources, and the Bureau of Reclamation, 2000. www.owue.water.ca.gov/docs/wucols00

Appendix G: Irrigation Plan Checklist

This is a voluntary compliance tool template developed by the Irrigation Association.

IRRIGATION PLAN CHECKLIST

Please complete the following checklist by checking all appropriate categories under APPLICANT column, indicating compliance with these content requirements. All submitted plans shall contain the following information:

LANDSCAPE PLAN NUMBER: _____

NAME OF PROJECT: _____

Applicant		Plan Checker/ Inspector
☐	1. Prevailing winds	☐
☐	2. Slope aspect and degree of slope	☐
☐	3. Soil type and infiltration rate	☐
☐	4. Vegetation type	☐
☐	5. Microclimates	☐
☐	6. Expansive or hazardous soil conditions	☐
☐	7. Water harvesting potential	☐
☐	8. Available water supply, including non-potable and recycled water	☐
All pertinent system information is indicated, including:		
☐	9. Irrigation zones substantially corresponding to hydrozones on the landscape plan and labeled by precipitation rates and method of application	☐
☐	10. Water meters	☐
☐	11. Tap-in location	☐
☐	12. Static water pressure at the point of connection	☐
☐	13. System controller	☐
☐	14. Rain sensor/shut-off device	☐
☐	15. Backflow preventers	☐
☐	16. Shut-off valves and zone control valves	☐
☐	17. Main line and lateral piping	☐
☐	18. Sprinkler heads	☐
☐	19. Bubblers and drip irrigation tubing runs	☐
☐	20. Type and size of main irrigation system components	☐
☐	21. Total required operating pressure for each control valve/zone	☐
☐	22. Graphic depiction of the locations of irrigation system components	☐
☐	23. Total required operating pressure for each control valve/zone	☐
☐	24. Any supplemental stormwater and/or runoff harvesting	☐
System design is in conformance with the following standards:		
☐	25. Certification of Professional Qualifications, attached	☐
☐	26. Pedestrian surfaces located on plan	☐
☐	27. Equipment installed flush with grade for safety	☐
☐	28. Compliance with local codes	☐
☐	29. Overspray onto impervious areas minimized	☐

Appendix H: Inspection Affidavit

This is a voluntary compliance tool template developed by the Irrigation Association.

IRRIGATION INSPECTION AFFIDAVIT

(To be submitted in conformance with Code Section 309.C)

Irrigation Plan File No: _____ Name of Project: _____

Irrigation Plan Designer: _____ Inspector: _____

Date(s) of Inspection: _____

This project was inspected within the limits of customary access for compliance with the approved irrigation plan on file in City Planning. At least two (2) inspections were conducted. The findings are as follows:

	(Check One)	<u>Yes</u>	<u>No</u>
A. Inspection during construction to check main line in open trench:			
1. Location of main line conforms to as-built plan	_____	_____	_____
2. Size of main line conforms to plan	_____	_____	_____
3. Depth of main line conforms to plan	_____	_____	_____
4. Main line condition is undamaged	_____	_____	_____
5. Main line pressure tested with water and meter to check for visible leaks	_____	_____	_____
6. Specific observations attached if needed	_____	_____	_____
B. Inspection after completion of system installation prior to seeding or sodding:			
1. Settling along trenches is absent	_____	_____	_____
2. System components (i.e., controller, backflow preventer, rain sensor, etc.) installed as specified	_____	_____	_____
3. Rotary heads pressure tested	_____	_____	_____
4. System activated for observation of compliance	_____	_____	_____
5. Landscape components are not blocking application	_____	_____	_____
6. Each station complies with design / as-built plan	_____	_____	_____
7. Matched precipitation rates provided by zone	_____	_____	_____
8. As-built plan provided to owner	_____	_____	_____
9. Specific observations attached as needed	_____	_____	_____

I hereby certify that I am qualified to submit this irrigation inspection affidavit based on the qualification indicated below: (check one)

☐ Certified Irrigation Designer certified by The Irrigation Association, indicate year of certification _____

State: _____ Licensed No. _____

State Agency Phone No. (_____) _____

Name
(PRINT)

Signature

Date

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a landscape with a winding river, a bridge, and a sun rising over hills. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and "1991" is at the bottom. The text "ZTA 1-16-3425", "Attachment #3", and "Summary of Changes" is overlaid on the seal in a large, bold, black font.

ZTA 1-16-3425
Attachment #3
Summary of Changes

Applicability

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
New Development Landscape Area	500–2,500 sf: Prescriptive compliance optional (Appendix D) ≥ 2500 sf: Full compliance	2,500 sf or 5,000 sf	Increased applicability. Prescriptive compliance is easier for small projects.
Existing Development Landscape Area	≥ 2500 sf	≥ 2,500 sf	No change
Graywater or Rainwater Satisfied ETWU	Prescriptive compliance optional. Appendix D (b) (5) irrigation system requirements only.	None	Requires only the irrigation section of Appendix D instead of the entire Appendix D. StopWaste recommends adding compost and mulch requirements for graywater/rainwater landscapes.

Water Budget Changes

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
Residential ET Adjustment Factor	0.55	0.70	DWR states that high water use plants are reduced from 33% to 25% of the landscaped area. Water budget is flexible. Possible water use combinations include: • 75% low (0.3) and 25% high (0.8) • 51% very low (0.1) and 49% high (0.8) with all drip • 100% moderate (0.4)
Non-residential ET Adjustment Factor	0.45	0.70	DWR states high water use plants are reduced from 33% to infeasible. Water budget is flexible. Possible water use combinations include: • 90% low (0.3) and 10% high (0.8) • 63% very low (0.1) and 37% high (0.8) with all drip • 70% low (0.3) and 30% moderate (0.5) Unlimited special landscape areas including recreational lawns are still allowed.

Water Budget Changes Continued

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
Irrigation Efficiency	Projects can now use a different IE for each hydrozone: 0.81 for drip 0.75 for spray	0.71 average	Water budget calculations will now easily accommodate projects that install products with a mix of irrigation efficiencies.
Plant Factor Source	WUCOLS or other sources as approved by DWR	Derived from WUCOLS	More accurate representation of plant water use.
Plant Factor Range	0 to 0.1 very low 0.1 to 0.3 low	0 to 0.3 low	Separates very low and low water use designations.
Recreational Area	Excludes private single family areas	Vague for residential areas.	Residential lawn can no longer be considered a special landscape area and is therefore limited to 25% of landscape.

Landscape Design Plan

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
Medians	High water use plants, 0.7 to 1.0 are prohibited in medians.	None	No turf with a plant factor of 0.7 to 1.0 or other high water use plants in medians.
Compost	Incorporate a minimum of 4CY/1000 sf compost	None	4 CY/1000 sf compost or 1.3 inches compost required. Meets Bay-Friendly Basics requirements, although some jurisdictions have higher requirements.
Mulch Layer	3 in. mulch Recommends local recycled mulch Exemptions for 5% bee habitat	2 in. mulch	3" of mulch are required. Meets Bay-Friendly Basics requirements.
Mulch Layer Type	Organic mulch from recycled materials takes precedent over inorganic mulch	No statement on mulch type	Requires recycled content organic mulch unless there are no local feedstocks or prohibited by Local Fuel Modification Plan.

Irrigation Design Plan

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
Water Meters or Submeter	Non-residential ≥ 1,000 sf Residential ≥ 5,000 sf	All projects ≥ 5,000 sf	Lower threshold to require a meter or submeter for non-residential.
Pressure Regulators	Pressure regulating device required if pressure is under or over recommended pressure for irrigation device used.	None	Pressure regulators required if appropriate.
Flow Sensors	Required for all non-residential ≥ 5,000 sf	Recommended	Required flow sensors for non-residential.
Master Valves	Required	None	Master valves required.
Efficiency Requirements	Emission devices must meet the national standard.	None	Sprinklers must have a DU (distribution uniformity) of 0.65 or higher and meet additional national standards.
Low Volume/ Subsurface Irrigation	Subsurface irrigation required in areas less than 10 ft.	Low volume irrigation required in areas less than 8 ft.	Increased requirement from 8 ft. to 10 ft. and changed to subsurface irrigation.

Certification of Completion

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
Hydrozone Diagram	Hydrozone diagram in controller required.	None	Diagram with hydrozones shall be kept with irrigation controller.
Maintenance Schedule	Added topdressing compost.	Regular maintenance schedule.	Maintenance schedule has new requirement for topdressing compost.

Irrigation Audits

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
Irrigation Audits	Audit must be a third party. Irrigation Auditor Certification Program or Watersense program. Audit of 15% of production homes required.	Audits are required.	Increased auditor qualifications and made production home audits more reasonable.

Reporting Requirements

	NEW 2015 WELO	2009 WELO	WHAT DOES IT MEAN?
Reporting Requirements	Reports due March 1, 2016 and January 31 of each year thereafter.	None	Yearly reporting requirements. • 1st year is confirming adoption and compliance. • 2nd year and after is on implementation and includes total square feet, number and types of new and retrofit landscapes, descriptions of enforcement, barriers, and more.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2016-02-09-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE CITY'S JURISDICTION; AND AUTHORIZING RELATED ACTIONS, BY M/COUNCIL MEMBER SEDGWICK, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 3-2 (COUNCIL MEMBERS BLOUNT AND CARRUTH VOTING NO).

4. PLANNING AGENCY

Mayor Kogerman recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:22 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Kogerman, Vice Chair Sedgwick, Agency Member Blount, Agency Member Carruth, Agency Member Gilbert

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JANUARY 12, 2016

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JANUARY 12, 2016, REGULAR MEETING, BY AGENCY MEMBER GILBERT, S/AGENCY MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0 WITH AGENCY MEMBER BLOUNT ABSTAINING.

4.4 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

PUBLIC IMPROVEMENT CORPORATION

Mayor Kogerman convened the Public Improvement Corporation (PIC) at 8:23 p.m. Mayor Kogerman recessed the Public Improvement Corporation Meeting and acting in the capacity of Chair/Mayor, called the Joint Planning Agency/City Council Meeting to order at 8:25 p.m. All Agency Members/Council Members were present.

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

Present: Chair/Mayor Kogerman, Vice Chair/Mayor Pro Tempore Sedgwick, Agency/Council Member Blount, Agency/Council Member Carruth, Agency/Council Member Gilbert

PUBLIC COMMENTS

There were no Public Comments.

AMENDMENT TO A DEVELOPMENT AGREEMENT AND MODIFICATIONS TO CERTAIN CONDITIONS OF APPROVAL TO SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/CONDITIONAL USE PERMIT/PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/DEVELOPMENT AGREEMENT (SDPM/MSP/CUP/PUP/TTM/PREC/DEVA) NO. 12-11-2137 TO MODIFY THE TIMING OF THE COMMENCEMENT OF CERTAIN PHASE I IMPROVEMENTS

Chair/Mayor Kogerman opened the Public Hearing. There were no requests to speak from the audience.

THE PLANNING AGENCY AND CITY COUNCIL MADE A MOTION TO CONTINUE THE PUBLIC HEARING TO A DATE CERTAIN OF MARCH 8, 2016, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER GILBERT. APPROVED BY A VOTE OF 5-0.

JOINT PLANNING AGENCY / CITY COUNCIL MEETING ADJOURNMENT

Chair/Mayor Kogerman recessed the Joint Planning Agency/City Council Meeting and reconvened the City Council Meeting at 8:26 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 ZONING TEXT AMENDMENT NO. 1-16-3425, AMENDING AND RESTATING CHAPTER 9-47 OF TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING LANDSCAPE WATER EFFICIENCY AND ADOPTION OF UPDATED GUIDELINES FOR THE IMPLEMENTATION OF THE CITY OF LAGUNA HILLS WATER EFFICIENT LANDSCAPE ORDINANCE

Mayor Kogerman opened the Public Hearing, and upon seeing no one rise, closed the Public Hearing.