



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY/PIC
REGULAR MEETING AGENDA
FEBRUARY 11, 2014**

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

Andrew Blount, Mayor

**Dore J. Gilbert, M.D., Mayor Pro Tempore
Randal Bressette, Council Member**

**Melody Carruth, Council Member
Barbara Kogerman, 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.

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

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)
Public Employee Title: City Manager - Annual Performance Evaluation
(Continued)

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BRESSETTE

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

1.1 PRESENTATION REGARDING TRAUMA INTERVENTION PROGRAM SERVICES TO THE COMMUNITY

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM WAYNE FORTIN, FOUNDER AND CEO, AND JANICE MORELAND AND SUSIE GIONVINAZZO, LAGUNA HILLS' RESIDENTS AND VOLUNTEERS, REGARDING TRAUMA INTERVENTION PROGRAM SERVICES TO THE COMMUNITY.

1.2 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM SONIA TERWISKE, COMMUNITY AMBASSADOR FOR CALIFORNIA PIZZA KITCHEN, LAGUNA HILLS MALL.

1.3 PRESENTATION AND REQUEST FOR FINANCIAL SUPPORT FOR LAGUNA HILLS HIGH SCHOOL PTSA "EVERY FIFTEEN MINUTES" PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE A PRESENTATION BY KAREN HEFFERNAN AND/OR JOSEPHINE AFSHAR, LHHS PTSA, REGARDING THE "EVERY FIFTEEN MINUTES" PROGRAM

AND THEIR REQUEST FOR A DONATION TO THE LHHS PTSA IN THE AMOUNT OF \$2,500 TO HELP UNDERWRITE THE COST OF THE PROGRAM; AND (2) PROVIDE STAFF WITH DIRECTION REGARDING THE PREPARATION OF AN AUTHORIZING RESOLUTION FOR COMMUNITY ASSISTANCE FUNDING IN THE AMOUNT DETERMINED BY THE CITY COUNCIL.

1.4 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

1.5 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN UPDATE FROM CHAIR KAREN ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

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 JANUARY 28, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE JANUARY 28, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDING
FEBRUARY 11, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT
REGISTER IN THE AMOUNT OF \$248,459.24.

3.4 SECOND QUARTER FINANCIAL AND TREASURER'S REPORT FOR
FISCAL YEAR 2013/14

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE
SECOND QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL
YEAR 2013/14

3.5 PERIODIC REVIEW OF DEVELOPMENT AGREEMENT NO. 12-11-
2137 (ORDINANCE NO. 2012-4) BETWEEN THE CITY OF LAGUNA
HILLS AND LAGUNA HILLS INVESTMENT COMPANY: OAKBROOK
VILLAGE SHOPPING CENTER MIXED USE PROJECT

RECOMMENDATION: THAT THE CITY COUNCIL : (1) RECEIVE AND FILE A
REPORT DEMONSTRATING THE PROPERTY OWNER'S GOOD FAITH
COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE
DEVELOPMENT AGREEMENT; AND (2) FIND AND DETERMINE THAT THE
LAGUNA HILLS INVESTMENT COMPANY HAS COMPLIED IN GOOD FAITH
WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT
AGREEMENT FOR THE 12-MONTH PERIOD OF JANUARY 2013 TO
JANUARY 2014.

3.6 AWARD OF PROFESSIONAL SERVICES AGREEMENT TO HALL &
FOREMAN, INC., FOR GEOGRAPHIC INFORMATION SYSTEM
TECHNICAL SUPPORT CONSULTING SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE
PROFESSIONAL SERVICES AGREEMENT WITH HALL & FOREMAN, INC.,
FOR GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT
CONSULTING SERVICES AND AUTHORIZE THE MAYOR TO EXECUTE THE
AGREEMENT

3.7 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR
COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A

RECOMMENDATION: THAT THE CITY COUNCIL ACCEPT THE COMMUNITY
CENTER BUILDING REFURBISHMENT PROJECT, CIP NO. 513A, AS
COMPLETE, AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION
AND RELEASE OF RETENTION IN 35 DAYS IF NO LIENS HAVE BEEN
FILED.

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 JANUARY 28, 2014

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE JANUARY 28, 2014, REGULAR MEETING.

4.4 PLANNING AGENCY PUBLIC HEARINGS

- 4.4.1 SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, AND VARIANCE NO. 11-13-2737, A REQUEST BY LYNN RICE ON BEHALF OF WILLIAM JORDAN ASSOCIATES TO AMEND THE MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 23046 AVENIDA DE LA CARLOTA IN THE (MXU) MIXED USE ZONING DISTRICT

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, AND VARIANCE NO. 11-13-2737; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, AND VARIANCE NO. 11-13-2737, A REQUEST BY LYNN RICE ON BEHALF OF WILLIAM JORDAN ASSOCIATES TO AMEND THE MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 23046 AVENIDA DE LA CARLOTA IN THE (MXU) MIXED USE ZONING DISTRICT."

- 4.4.2 ADOPTION OF A RESOLUTION AMENDING RESOLUTION NO. PA2012-11-13-1 TO MODIFY CERTAIN CONDITIONS OF APPROVAL RELATED TO SITE DEVELOPMENT PERMIT/ MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/ VESTING TENTATIVE TRACT MAP/ PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137 RELATED TO THE EARLY ISSUANCE OF BUILDING PERMITS AND OTHER PROJECT SEQUENCING MATTERS, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR PROPOSED MODIFICATIONS TO SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. PA2012-11-13-1 TO MODIFY CERTAIN CONDITIONS OF APPROVAL RELATED TO SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137 RELATED TO THE EARLY ISSUANCE OF BUILDING PERMITS AND OTHER PROJECT SEQUENCING MATTERS, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA."

PLANNING AGENCY ADJOURNMENT

PUBLIC IMPROVEMENT CORPORATION

ROLL CALL OF PUBLIC IMPROVEMENT CORPORATION

ELECTION OF PUBLIC IMPROVEMENT CORPORATION OFFICERS

RECOMMENDATION: THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE LAGUNA HILLS PUBLIC IMPROVEMENT CORPORATION, LAGUNA HILLS, CALIFORNIA, ELECTING OFFICERS FOR 2014.

APPROVAL OF MINUTES FOR FEBRUARY 12, 2013

RECOMMENDATION: THAT THE BOARD OF DIRECTORS APPROVE THE MINUTES OF THE FEBRUARY 12, 2013, ANNUAL MEETING.

PUBLIC IMPROVEMENT CORPORATION ADJOURNMENT

RECONVENE CITY COUNCIL MEETING

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.2 Assistant City Manger

6.2.1 DISSOLUTION OF THE CIVIC CENTER MANAGEMENT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DISSOLVING THE CIVIC CENTER MANAGEMENT COMMITTEE AND RESCINDING RESOLUTION NOS. 2005-11-22-7, 2007-03-13-1, 2011-02-08-3, AND 2013-06-25-1."

6.3 Deputy City Manager/Community Services**6.3.1 ONE-YEAR EXTENSION OF THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF THE UPPER HIGH SCHOOL FIELD AND AN ARTIFICIAL TURF FIELD FOR THE UPPER HIGH SCHOOL FIELD**

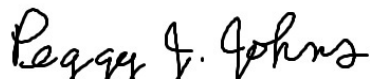
RECOMMENDATION: THAT THE CITY COUNCIL: (1) AUTHORIZE THE CITY MANAGER TO EXTEND THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR ONE YEAR; AND (2) DIRECT STAFF TO CONTINUE IN CONVERSATIONS WITH SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT ABOUT AN ARTIFICIAL TURF FIELD RENOVATION PROJECT FOR THE LAGUNA HILLS HIGH SCHOOL UPPER FIELD AND TO NEGOTIATE THE TERMS AND CONDITIONS FOR SUCH A PROJECT FOR CITY COUNCIL APPROVAL.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR**8. CITY COUNCIL MEMBER COMMENTS****9. CLOSED SESSION****ADJOURNMENT**

The next Regular Meeting of the City Council will be February 25, 2014, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, 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 7, 2014, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

February 7, 2014**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.

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



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: PEGGY J. JOHNS
CITY CLERK**

**ISSUE: PRESENTATION REGARDING TRAUMA INTERVENTION PROGRAM
SERVICES TO THE COMMUNITY**

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION
FROM WAYNE FORTIN, FOUNDER AND CEO, JANICE MORELAND AND SUSIE
GIONVINAZZO, LAGUNA HILLS' RESIDENTS AND VOLUNTEERS, REGARDING
TRAUMA INTERVENTION PROGRAM SERVICES TO THE COMMUNITY.**

SUMMARY:

Staff was contacted by Wayne Fortin, Founder of Trauma Intervention Program (TIP) Inc., to give a presentation to the City Council on the services TIP provides to the community. Mr. Fortin will include in his presentation a review of the statistics for Laguna Hills for calendar year 2013. Janice Moreland and Susie Gionvinazzo, Laguna Hills' residents and volunteers with TIP, will also give a presentation on their perspective on serving as a TIP volunteer.

ATTACHMENTS:

- Laguna Hills' Statistics for Calendar Year 2013



**Trauma
Intervention
Programs,
Inc.**

Orange County Chapter
24301 Airporter Way
Laguna Niguel, CA 92677
(714)314-0744
www.tiporangecounty.org

"Citizens helping citizens in crisis"

Date: January 9, 2014

To: Laguna Hills City Officials

From: Wayne Fortin, Founder and CEO

Re: Statistics for the City of Laguna Hills for Calendar Year 2013 (12-Month Period)

- a. # of Laguna Hills residents served (including at local hospitals) = 198
- b. # of crisis services provided = 260
- c. # of TIP volunteers serving Laguna Hills = 105
- d. # of volunteer "ready alert" hours contributed by TIP volunteers = 17,520
- e. Average response time = 20 minutes
- f. Reliability: TIP responded to 100% of requests for service from emergency responders

Awards

Recipient – Paul H. Chapman Award from the Foundation for Improvement of Justice (2009)
2000 National Crime Victim Service Award
Innovations in State and Local Government Award (1991)



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: PRESENTATION AND REQUEST FOR FINANCIAL SUPPORT FOR LAGUNA HILLS HIGH SCHOOL PTSA "EVERY FIFTEEN MINUTES" PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE A PRESENTATION BY KAREN HEFFERNAN AND/OR JOSEPHINE AFSHAR, LHHS PTSA, REGARDING THE "EVERY FIFTEEN MINUTES" PROGRAM AND THEIR REQUEST FOR A DONATION TO THE LHHS PTSA IN THE AMOUNT OF \$2,500 TO HELP UNDERWRITE THE COST OF THE PROGRAM; AND (2) PROVIDE STAFF WITH DIRECTION REGARDING THE PREPARATION OF AN AUTHORIZING RESOLUTION FOR COMMUNITY ASSISTANCE FUNDING IN THE AMOUNT DETERMINED BY THE CITY COUNCIL.

SUMMARY:

Every two years the Laguna Hills High School PTSA presents a two-day program held on campus which focuses on junior and senior high school students to challenge them to think about the dangers associated with drinking and driving. The program is designed to bring together a broad coalition of interested local agencies, with the goal of reducing alcohol-related incidents among our youth.

This statewide effort is funded in part by a State of California grant. Although the PTSA has been approved to receive reimbursements allowed by the grant, this year they are again seeking community partners to assist with other program-related expenses which are not covered by the grant.

In February 2012, the City Council adopted Resolution No. 2012-02-28-1, which identified that the expenditure would be used for a public purpose within the jurisdiction and authorized Community Assistance Funding in the amount of \$2,500 for the 2012 Laguna Hills High School PTSA "Every Fifteen Minutes" Program.

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
JANUARY 28, 2014**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

ROLL CALL

Present: Mayor Blount, Council Member Bressette, Council Member Carruth, and Council Member Kogerman

Absent: Mayor Pro Tempore Gilbert

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of
Government Code Section 54956.9: (1 potential case).

PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no Public Comments.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - RECONVENING AT 7:00 PM

CALL TO ORDER

Mayor Blount called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:01 PM in the Laguna Hills City Council Chamber, 24305 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Carruth

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Blount, Council Member Bressette, Council Member Carruth, and Council Member Kogerman

Absent: Mayor Pro Tempore Gilbert

CLOSED SESSION REPORT

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Mayor Blount stated that there was no reportable action taken in Closed Session.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 SPOTLIGHT ON LOCAL BUSINESS

THE CITY COUNCIL RECEIVED A PRESENTATION FROM KEVIN AKASH, OWNER/GENERAL MANAGER, COMFORT INN, 23061 AVENIDA DE CARLOTA, LAGUNA HILLS, CALIFORNIA.

1.2 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON KERSTYN GONZALES.

1.3 CERTIFICATE OF RECOGNITION, KERSTYN GONZALES, LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON FOR THE FALL 2013 SEMESTER

MAYOR BLOUNT PRESENTED A CERTIFICATE TO KERSTYN GONZALES RECOGNIZING HER SERVICE AS THE LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, WITH MAYOR BLOUNT REMOVING ITEMS NO. 3.4 AND NO. 3.5 FOR DISCUSSION, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER KOGERMAN.
APPROVED BY A VOTE OF 4-0-1, (MAYOR PRO TEMPORE GILBERT ABSENT).**

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 APPEARED ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR JANUARY 14, 2014

THE CITY COUNCIL APPROVED THE MINUTES OF THE JANUARY 14, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED JANUARY 28, 2014

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$1,049,248.80.

3.6 PROGRESS PAYMENT NO. 1 FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$188,098.93, TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.4 STOP SIGN INSTALLATION ON RED CORRAL ROAD AT MUSTANG DRIVE

Mayor Blount removed this item from the Consent Calendar to allow for public input and discussion on this item.

Jennifer Tullis, Laguna Hills, spoke in favor of the stop sign on Red Corral Road.

Jack Noenickx, Laguna Hills, spoke in opposition of the stop sign on Red Corral Road.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-01-28-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DESIGNATING THE INTERSECTION OF RED CORRAL ROAD AND MUSTANG DRIVE AS A STOP INTERSECTION AND AUTHORIZING THE INSTALLATION OF A STOP SIGN ON RED CORRAL ROAD AND MUSTANG DRIVE, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0-1 (MAYOR PRO TEMPORE GILBERT ABSENT).

3.5 ON-STREET PARKING ON STOCKPORT STREET

Mayor Blount removed this item from the Consent Calendar to allow for public input and discussion on this item.

Mike Sanders, Laguna Hills, spoke in favor of the additional parking on Stockport Street.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-01-28-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NO STOPPING ANYTIME ZONES ON PORTIONS OF STOCKPORT STREET, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 3-1-1, (COUNCIL MEMBER BRESSETTE VOTING NO, MAYOR PRO TEMPORE GILBERT ABSENT).

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:45 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Agency Member Bressette, Agency Member Carruth, and Agency Member Kogerman

Absent: Vice Chair Gilbert

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JANUARY 14, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JANUARY 14, 2014, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.

APPROVED BY A VOTE OF 3-0-1-1 (AGENCY MEMBER CARRUTH ABSTAINED, VICE CHAIR GILBERT ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council meeting at 7:54 PM. All Council Members were present, with the exception of Vice Chair Gilbert.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 CITY APPLICATION FOR FY 2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE FLORENCE SYLVESTER SENIOR CENTER

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

THE CITY COUNCIL CONFIRMED STAFF'S SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE 2014/2015 FISCAL YEAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0-1 (MAYOR PRO TEMPORE GILBERT ABSENT).

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager made no reports.

6.2 Deputy City Manager/Community Services

6.2.1 HOLIDAY AND PATRIOTIC BANNER PROGRAM RECOMMENDATIONS FROM THE PARKS AND RECREATION COMMISSION

Karen Robbins, Laguna Hills, spoke in favor of the Holiday and Patriotic Banner Program honoring the 25 fallen 3/5 Battalion Marines and agreed that the shortened display time would have the greatest impact in the community.

Mike Bland, Laguna Hills, spoke in favor of the Patriotic Banners, and supported the use of the official military picture as opposed to a family picture. He also stated that Team Dark Horse Committee will pay for the banners and installation costs.

THE CITY COUNCIL APPROVED THE USE OF THE CITY'S EXISTING PATRIOTIC BANNERS FOR THE COVERAGE AREA IDENTIFIED IN OPTION 2 IN THE STAFF REPORT AND TO DISPLAY THEM PRIOR TO THE 2014 MEMORIAL DAY RACE EVENT AND REMOVE THEM SHORTLY AFTER THE 4TH OF JULY EVENT; AND APPROVED THE INCLUSION OF TEAM DARK HORSE BANNERS TO HONOR THE TWENTY-FIVE FALLEN 3/5 BATTALION MARINES OF OPERATION ENDURING FREEDOM INTO THE 2014 PATRIOTIC BANNER DISPLAY, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER BRESSETTE.

APPROVED BY A VOTE OF 4-0-1 (MAYOR PRO TEMPORE GILBERT ABSENT).

6.2.2 2014 LAGUNA HILLS MEMORIAL HALF MARATHON, 10K, AND 5K EVENT

THE CITY COUNCIL RECEIVED AND FILED THE REPORT, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 4-0-1 (MAYOR PRO TEMPORE GILBERT ABSENT).

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

7.1 MAYOR BLOUNT

7.1.1 DIRECTION TO STAFF TO AMEND THE LAGUNA HILLS MUNICIPAL CODE TO ELIMINATE CERTAIN PARKING RESTRICTIONS ON RESIDENTIAL PARCELS

THE CITY COUNCIL DIRECTED STAFF TO INITIATE A ZONE TEXT AMENDMENT, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 4-0-1 (MAYOR PRO TEMPORE GILBERT ABSENT).

8. CITY COUNCIL MEMBER COMMENTS

There were no City Council comments.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount declared the meeting adjourned at 8:52 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

ANDREW BLOUNT, MAYOR

APPROVED AT MEETING OF _____.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: FEBRUARY 11, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
FEBRUARY 11, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$248,459.24.

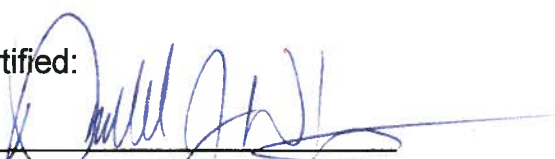
SUMMARY:

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

2-4-14
DATE

FISCAL IMPACT:

The warrant register total is \$248,459.24.

ATTACHMENTS:

1. **Warrant Register**

CITY OF LAGUNA HILLS
WARRANT REGISTER
February 11, 2014

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:			
ALICEA, MIA	Contract Instructor Fee, Dancing Winter Session, Community Services	8806693	\$ 17,728.00
AT&T	Communication Expense, Administrative Services Fax Line, Jan '14	8806694	75.06
AT&T- CALNET 2	Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, Jan '14	8806711	1,943.05
AT&T MOBILITY	Wireless Service, Jan '14	8806710	60.92
AUTOMOBILE CLUB OF SOUTHERN CA	Membership, Public Works, 2014	8806695	73.00
BUILDRITE, INC.	Refund C&D Deposit, CR# 47201	8806696	1,686.65
COX COMMUNICATION	Wi-Fi Service, City Hall, Feb '14	8806720	130.00
CYBERSOURCE CORPORATION	eCommerce Payment Gateway Service, Online Permits, Community Development, Dec '13	8806721	29.00
ECHEVARRIA, LUCY	Mileage Reimbursement, Community Services, Oct '13 - Jan '14	8806724	103.96
EVERBANK COMMERCIAL FINANCE	Lease - Copier, City Hall, Jan '14	8806697	221.55
IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Dec '13	8806698	166.36
LITTLE DIVERSIFIED ARCHITECTURAL	Refund, Fire Fees, CR# 46627	8806738	2,052.60
MARTIN-RUSK, DINA	Contract Instructor Fee, Zumba Fall Session, Community Services	8806699	117.60
MOBILE MINI, INC.	Storage Rental Fee, Community Services, Jan '14	8806700	83.16
OFFICE TEAM	Staffing Services, Community Development, Jan '14	8806701	911.54
RALPHS GROCERY COMPANY	Program Supplies, Community Services, Dec '13	8806702	89.80
REFUND, FACILITY RENTAL DEPOSIT	L. Olmos, V# 2003008.002	8806703	200.00
REFUND, FACILITY RENTAL DEPOSIT	C. Jaime, V# 2003014.002	8806704	250.00
REFUND, FACILITY RENTAL DEPOSIT	J. Metzger, V# 2003034.002	8806749	500.00
REFUND, FACILITY RENTAL DEPOSIT	Sunset Place HOA, V# 2003028.002	8806750	250.00
REFUND, FACILITY RENTAL DEPOSIT	J. An, V# 2003010.002	8806751	250.00
REFUND, FACILITY RENTAL DEPOSIT	Camden Park Service Corporation, V# 2003022.002	8806752	10.00
REFUND, FACILITY RENTAL DEPOSIT	Pacific Theatre Ballet Inc., V# 2003037.002	8806753	500.00
REFUND, FACILITY RENTAL FEE	J. Metzger, V# 2003033.002	8806747	300.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
February 11, 2014**

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
REFUND, FACILITY RENTAL FEE		Church of God, V# 2003012.002	8806748	135.10
REYES, JANICE MATEO		Petty Cash Replenishment, Departmental Operating Expenditures, Dec '13 - Jan '14	8806705	589.60
SAN DIEGO GAS & ELECTRIC		Electric Usage, Community Center, Traffic Control and Street Lights, Dec '13	8806706	20,743.77
SANTA MARGARITA FORD		City Vehicle, 2014 Ford Passenger Van	8806757	29,580.00
SOCAL OFFICE TECHNOLOGIES-LEAS		Lease - Copier, Community Services, Jan '14	8806691	877.94
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights and Traffic Control, Dec '13	8806707	1,097.73
SOUTHERN CALIFORNIA EDISON		Electric Usage, Street Lights and Traffic Control, Jan '14	8806759	837.96
SPARKLETT'S		Operating Supplies, Community Services, Jan '14	8806760	80.04
WESTMINSTER PRESBYTERIAN		Memorial Contribution, J. Goss	8806692	100.00
Total Prepaid Warrants:				\$ 81,773.89
REGULAR WARRANTS:				
A. C. LANDSCAPE, INC.		Water Management Services, Irrigation Repairs, Jan '14	8806708	\$ 795.31
ALL CITY MANAGEMENT, INC.		Crossing Guard Services, 01/05/14 - 01/18/14	8806709	3,504.00
BANK OF NEW YORK, THE		Trust Administration Fee, 2010 Certificates of Participation, Jan '14 - Dec '14	8806712	1,955.00
BRAME, MARILYN		Contract Instructor Fee, Drawing Winter Session, Community Services	8806713	294.00
C2 REPROGRAPHICS		Printing Services, Engineering, Jan '14	8806714	55.34
CDW GOVERNMENT, INC.		Computer Software and Hardware, Jan '14	8806715	1,227.45
CHARLES ABBOTT ASSOCIATES, INC.		Professional Services, Plan Checking and Building & Safety Services, Dec '13	8806716	15,676.73
CODE PUBLISHING COMPANY, INC.		Online Municipal Code Update, City Clerk, Jan '14	8806717	1,253.40
COMPLETE OFFICE OF CALIFORNIA		Office, Program and Operating Supplies, Community Center, Jan '14	8806718	573.94
COUNTY OF ORANGE\PF&RD		Remittance, CARITS & Moulton Parkway Fees Collected, Oct - Dec '13	8806719	19,236.00
DELL COMPUTER CORPORATION		Computer Hardware, Administrative Services, Jan '14	8806722	1,642.02
DUNBAR ARMORED, INC.		Courier Fee, Armored Transport, Jan '14	8806723	119.94
ECLIPSE MESSENGER SERVICE, INC.		Delivery Service, Jan '14	8806725	25.25
ECONOMICS, INC.		Professional Services, Recycling Program, Dec '13	8806726	6,664.66

**CITY OF LAGUNA HILLS
WARRANT REGISTER
February 11, 2014**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
EISENBERG, DALE	Contract Instructor Fee, Aikido Winter Session, Community Services	8806727	609.00
ELKINS, CHRISTINA	Contract Instructor Fee, Dancing Winter Session, Community Services	8806728	1,805.30
FIVE STAR TROPHIES	Office Supplies, Jan '14	8806729	23.76
HARRINGTON GEOTECH ENGINEERING	Professional Services, Ridge Route Pavement Rehabilitation CIP # 172	8806730	500.00
HARTZOG & CRABILL, INC.	Professional Services, Traffic Signal Improvement Coordination CIP # 168 and Traffic Engineering, Dec '13	8806731	4,256.24
INTL COUNCIL OF SHOPPING	Membership, Administrative Services, 2014	8806732	50.00
JAMEY CLARK, INC.	Janitorial Services, Park Repairs, Graffiti Removal and Safety Inspections, Parks, Nov - Jan '14	8806733	5,267.34
JCTEES.COM CORPORATION	Program Supplies, Community Services, Jan '14	8806734	214.92
JOE A. GONSALVES & SON	Professional Services, Legislative Services, Feb '14	8806735	2,900.00
KNIGHT, LORNA ANGELA	Contract Instructor Fee, Yoga Winter Session, Community Services	8806736	2,175.60
LINDY OFFICE PRODUCTS	Operating Supplies, Jan '14	8806737	49.14
LUCY, STEVEN	Program Expense, Community Services, Jan '14	8806739	650.00
LUCY, STEVEN	Program Expense, Community Services, Feb '14	8806740	450.00
MARTIN-RUSK, DINA	Contract Instructor Fee, Zumba Winter Session, Community Services	8806741	543.90
MIGLIACCIO, JENNIFER	Contract Instructor Fee, Early Childhood Winter Session, Community Services	8806742	5,040.00
MYERS, JOHN	Contract Instructor Fee, Tennis Classes Winter Session, Community Services	8806743	780.00
OFFICE SOLUTIONS	Office and Operating Supplies, Jan '14	8806744	438.36
ORANGE COUNTY TREASURER	Parking Fee Surcharge, Dec '13	8806745	1,312.50
ORANGE COUNTY TREASURER	Road Maintenance, Dec '13	8806755	32,113.15
RALPH ANDERSEN & ASSOCIATES	Professional Services, Management Evaluation, Jan '14	8806746	8,477.22
RICHARD FISHER ASSOCIATES	Professional Services, General Park Renovations CIP # 241 and La Paz Open Space	8806754	10,706.44
SALISBURY, ELENA	Riparian Habitat CIP # 615		
SOCAL OFFICE TECHNOLOGIES	Contract Instructor Fee, Music Classes Winter Session, Community Services	8806756	1,928.40
STUDIO TWO BLACK DIAMOND	Printer Usage and Lease and Maintenance - Copier, Community Services, Nov '13 - Feb '14	8806758	1,775.00
	Printing Services, Administrative Services, Jan '14	8806761	113.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
February 11, 2014**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
STV INCORPORATED	<i>Professional Services, Paseo de Valencia Widening CIP # 145</i>	8806762	3,013.54
SUNSET PROPERTY SERVICES	<i>Graffiti Removal, Jan '14</i>	8806763	675.00
WEST COAST ARBORISTS, INC.	<i>Tree Trimming, Jan '14</i>	8806764	1,600.00
WILLDAN	<i>Professional Services, Engineering, Nov - Dec '13</i>	8806765	7,395.00
WOODRUFF, SPRADLIN & SMART	<i>Professional Services, Legal, Dec '13</i>	8806766	18,312.37
XEROX CORPORATION	<i>Lease - Copier, City Hall, Jan '14</i>	8806767	486.63
Total Regular Warrants:			166,685.35
**WARRANT REGISTER TOTAL **			\$ 248,459.24



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: FEBRUARY 11, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: SECOND QUARTER FINANCIAL AND TREASURER'S REPORT FOR
FISCAL YEAR 2013/14**

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE
SECOND QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR
2013/14**

SUMMARY:

Staff is submitting to the City Council the Quarterly Financial Highlights for the Second Quarter of Fiscal Year 2013/14. The financial statements show the planned use of reserves during the second quarter of the fiscal year, due to revenues and expenditures that are unevenly received and expended over the course of the fiscal year. The City's total fund balance as of December 31, 2013, is \$10,559,555.

BACKGROUND:

Attached to this report is a pamphlet entitled "City of Laguna Hills Quarterly Financial Highlights, Second Quarter, Fiscal Year 2013/14." The information presented in the pamphlet provides the City Council and City Management with the results of the City's financial operations for the six months ended December 31, 2013, and its fund balance as of the same period.

The pamphlet also contains a condensed Treasurer's Investment Report. The City's total cash and investments as of December 31, 2013, is \$8,842,507. Compared with the same period of the previous fiscal year, total cash and investments are up by roughly \$29,000.

The Laguna Hills Civic Center section in the pamphlet includes an abridged balance sheet and income statement summary for the Laguna Hills Civic Center leasing operation. Essex Realty, the management company for the property, reported a net loss of \$6,162 for the six months of leasing activity from July 1, 2013 to December 31, 2013. After adding back

contra rent revenue associated with the City's occupied spaces, the effective net income is \$292,954. The balance sheet shows equity of \$17,155,871 as of December 31, 2013.

ATTACHMENTS:

- City of Laguna Hills Quarterly Financial Highlights Second Quarter FY 2013/14

CITY OF LAGUNA HILLS

Quarterly Financial Highlights



2nd Quarter, Fiscal Year 2013-14

December 31, 2013

Honorable Mayor and City Council Members:

At the end of the second quarter, the City's year-to-date funding sources were approximately \$8.8 million and funding uses for the same period were approximately \$9.2 million, resulting in the anticipated use of reserves by quarter end December 31, 2013. This is attributed to the timing in funding of capital improvement projects, which typically lag behind spending, and the prior fiscal year accrual of tax revenues received within the first 60-days of the current fiscal year. Approximately 57% of general fund revenues is expected to be recorded in the second half of the fiscal year.

A Summary of Funding Sources and Uses for the six months ended December 31, 2013 is presented in the following table:

FY 2013/14, Quarter End 12/31/13 Highlights

	YTD ACTUAL (million)	BUDGET (million)	YTD % OF BUDGET
Funding Sources	\$ 8.8	\$ 22.6	39%
Funding Uses	9.2	23.7	39%
Net Change	(\$.4)	(\$ 1.1)	

REPORT VARIANCES

There are various revenues and expenditures which are received or expended unevenly during the fiscal year. In accordance with Government Accounting Standards Board Statement No. 22, revenues from taxpayer-assessed taxes, such as sales tax and franchise tax, received in the first two months of this fiscal year were accrued in the prior fiscal year. There are also certain expenditures, such as annual insurance premiums, that are expensed in full during the first quarter. Therefore, when comparing the budget with actual data, one cannot expect that exactly 50% of the fiscal year's revenues and

expenditures would have been received or expended by the second half of the fiscal year. Thus, the YTD as a percentage of budget shown in this report does not necessarily indicate a material deviations or budget variances.

FUND BALANCE

Included in this pamphlet, on page 5, is a report on the City's Fund Balance as of December 31, 2013. City-managed short-term idle funds, as well as bond funds, are invested in approved securities. An abridged balance sheet, which itemizes the City's assets and liabilities, is included on page 4.

Continued on page 2

LAGUNA HILLS CIVIC CENTER

The abridged Balance Sheet and Income statement for the Laguna Hills Civic Center leasing operation is shown below:

Abridged Balance Sheet As of December 31, 2013

ASSETS

Total Current Assets	\$ 195,697
Total Fixed Assets	17,009,944
TOTAL ASSETS	\$ 17,205,641

LIABILITY & EQUITY

Total Current Liabilities	\$ 49,770
Total Equity	17,155,871
TOTAL LIABILITIES & EQUITY	\$ 17,205,641

Income Statement Summary For the 6 Months Ended December 31, 2013

TOTAL INCOME	\$ 230,972
TOTAL EXPENSES	237,134
NET INCOME/(LOSS)	\$ (6,162)

Funding Sources

The City's total funding sources comprise of general fund revenues, special fund revenues, and other financing sources. At the end of the second quarter, total funding sources were approximately \$8.8 million, or 39% of budget.

- **General Fund Revenues**

General Fund Revenues are utilized primarily to finance the City's general governmental activities. At quarter end, general fund revenues totaled 8,100,016, or 43% of budget. The recording of these revenue sources comply with GASB 22, which addresses the timing of recognition of non-exchange transactions, e.g. taxes and fines.

Receipts of Property Tax, which are concurrent with the County's tax collection schedule, came in at \$4,524,037, or 52% of budget. Intergovernmental Revenues, which includes sales tax revenue, were \$2,110,046, or 38% of budget. Franchise fees from utility companies and transient occupancy tax comprise Franchise Tax revenues, which came in at \$656,820, or 26% of budget. These receipts lag behind from actual point of sales and no accrual was made at quarter end. Revenues from Licenses & Permits, \$369,033, and Charges for Services, \$372,071, are dependent upon development activities and came in at 52% and 39% of budget respectively. Fines and Forfeitures, which includes parking and vehicle fines, ended the quarter at 21% of budget, at \$68,009.

- **Special Revenues and Grants**

Many of the Special Revenue funding sources are tied in with the City's Capital Improvement Plan. The receipts of funding sources for certain capital projects typically lag behind the spending on the projects, as the claims are applied for during construction or after project-completion. At the end of the second quarter, special revenues receipts totaled \$688,650, or 19% of budget.

- **Other Funding Sources**

In accordance with GAAP, not all increases in governmental fund financial resources can be classified as revenue. Certain increases instead are reported as other financing sources, such as sales of general capital assets, proceeds of general long-term debt, and financial inflows from other funds.

Funding Uses

The City's total funding uses consist of the City's Operating Expenditures, outlay for Capital Improvement projects, debt charges and expenditures for grant related programs. At the end of the second quarter, total funding uses were approximately \$9.2 million, which was 39% of the annual budget.

Operating Expenditures

At the end of the second quarter, operating expenditures totaled roughly \$8 million, which represents 46% of the total operating budget. The spending levels for all the functional areas were below 50%, even as payments for certain expenditures, such as annual software maintenance contracts, were expensed in full at the beginning of the fiscal year.

Capital Improvement Plan

All budgeted capital improvement projects automatically re-appropriate each fiscal year until the

project is completed. The amended budget of approximately \$4.2 million includes \$395,114 in budget carry-overs from the re-appropriation of capital improvement projects, namely the La Paz Widening at I-5 Project and the Paseo de Valencia Widening Project. At the end of the second quarter, total capital expenditures were \$410,337, or 46% of budget.

The following table lists the City's capital projects by major expenditure categories as of the end of this reporting period.

Capital Improvement Program For the 6 Months Ended, December 31, 2013		
Streets, Signals & Lighting	\$	228,030
Flood Control & Water Quality		103,143
Parks		20,581
Public Facilities		23,325
Trails & Open Space		35,258
Total	\$	410,337

CITY OF LAGUNA HILLS
COMPARATIVE STATEMENT OF OPERATION - GOVERNMENTAL FUNDS
FOR THE 6 MONTHS ENDED, DECEMBER 31, 2013

	FY 2013/14			FY 2012/13		
	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET
FUNDING SOURCES						
General Fund Revenues						
Property Taxes	\$ 4,524,037	\$ 8,719,005	52%	\$ 4,303,964	\$ 8,680,357	50%
Intergovernmental Revenues	2,110,046	5,559,000	38%	1,883,033	5,738,434	33%
Franchise Taxes	656,820	2,557,080	26%	639,737	2,422,641	26%
Licenses and Permits	369,033	710,000	52%	268,101	910,000	29%
Charges for Current Services	372,071	944,888	39%	386,876	1,125,413	34%
Fines & Forfeitures	68,009	325,000	21%	99,855	500,000	20%
Total General Fund Revenues	<u>8,100,016</u>	<u>18,814,973</u>	43%	<u>7,581,567</u>	<u>19,376,845</u>	39%
Special Revenue Funds						
Gas Tax Fund	430,796	987,179	44%	234,870	932,707	25%
Measure M2 Fair Share	162,777	533,235	31%	152,709	497,908	31%
Measure M - Competitive	-	338,741	0%	-	245,709	0%
AB 2766 Fund	9,784	40,000	24%	9,191	40,000	23%
CDBG	-	80,000	0%	-	215,000	0%
ARRA	-	-	-	-	71,400	0%
Quimby Act Fees	-	977,000	0%	-	-	-
Housing Set-aside	-	-	-	-	22,850	0%
AB 939 Surcharge Grant	-	3,133	0%	-	-	-
Beverage Recycling Fund	-	44,710	0%	-	8,826	0%
CR&R Recycling Fees	20,000	20,000	100%	20,000	20,000	100%
C&D Forfeited Deposits	-	68,450	0%	3,505	50,000	7%
Senior Mobility Program	14,456	31,500	46%	9,339	34,226	27%
Grants and Contributions	-	418,000	0%	-	1,630,967	0%
Law Enforcement Grants	50,836	100,000	51%	58,174	-	-
Total Special Revenue Funding	<u>688,650</u>	<u>3,641,948</u>	19%	<u>487,788</u>	<u>3,769,593</u>	13%
Other Funding Sources						
Sale of capital assets	-	-	-	2,952,352	-	-
Interest Income	11,039	50,000	22%	14,359	170,000	8%
Distribution from Enterprise Fund	-	150,000	0%	-	150,000	0%
Total Other Funding Sources	<u>11,039</u>	<u>200,000</u>	6%	<u>2,966,710</u>	<u>320,000</u>	927%
TOTAL FUNDING SOURCES	<u>\$ 8,799,705</u>	<u>\$ 22,656,921</u>	39%	<u>\$ 11,036,065</u>	<u>\$ 23,466,438</u>	47%
FUNDING USES						
Operating Expenditures						
City Council/Manager	\$ 548,644	1,144,980	48%	\$ 497,638	\$ 1,078,024	46%
City Clerk	163,446	363,605	45%	159,393	386,623	41%
Administrative Services	637,359	1,388,782	46%	651,256	1,358,338	48%
Information Technology	131,261	326,829	40%	131,624	356,174	37%
Community Development	497,176	1,114,828	45%	476,764	1,366,580	35%
Public Services	1,853,629	4,213,571	44%	1,823,492	4,171,057	44%
Community Services	827,205	1,789,971	46%	796,396	1,856,480	43%
Public Safety	3,387,320	6,984,979	48%	3,357,284	6,891,205	49%
Total Operating Expenditures	<u>8,046,040</u>	<u>17,327,545</u>	46%	<u>7,893,847</u>	<u>17,464,481</u>	45%
Capital Improvement Program	<u>410,337</u>	<u>4,207,115</u>	10%	<u>3,457,580</u>	<u>5,187,609</u>	67%
Other Funding Uses						
Debt Charges	299,794	1,804,587	17%	311,594	1,803,187	17%
Use of Reserves	12,249	142,454	9%	28,269	50,000	57%
Distribution to Enterprise Fund	293,691	-	-	-	101,237	-
Special Revenue Fund Expenditures						
Tax Increment Fund	-	-	-	-	20,000	0%
Housing Set Aside Fund	-	-	-	-	22,850	0%
CDBG Fund Expenditures	80,132	80,000	100%	-	215,000	0%
Senior Mobility Program	5,703	31,500	18%	1,210	34,226	4%
Beverage Recycling	10,912	44,710	24%	592	19,500	3%
CR&R Recycling Fund	16,767	20,000	84%	12,385	20,000	62%
Forfeited C&D Deposits	-	68,450	0%	-	54,731	0%
AB 939 Surcharge Grant	2,453	3,133	78%	2,831	2,669	106%
Law Enforcement Fund Expenditures	-	-	-	2,547	-	-
Total Other Funding Uses	<u>721,700</u>	<u>2,194,834</u>	33%	<u>359,427</u>	<u>2,343,400</u>	15%
TOTAL FUNDING USES	<u>\$ 9,178,077</u>	<u>\$ 23,729,494</u>	39%	<u>\$ 11,710,854</u>	<u>\$ 24,995,490</u>	47%
NET CHANGE IN FUND BALANCE	<u>\$ (378,373)</u>	<u>\$ (1,072,573)</u>		<u>\$ (674,789)</u>	<u>\$ (1,529,052)</u>	

CITY OF LAGUNA HILLS
ABRIDGED BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2013

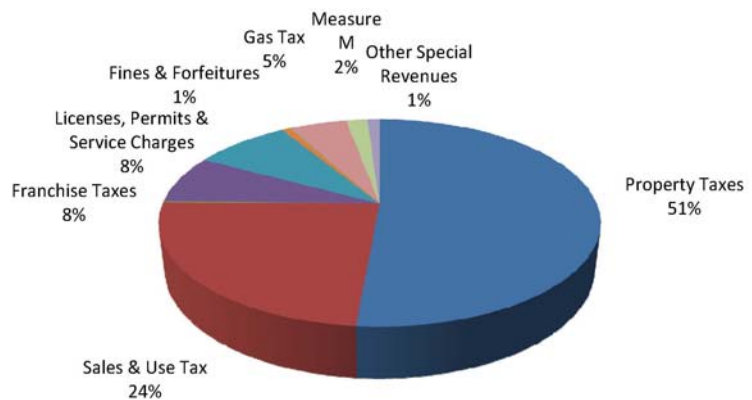
ASSETS

Cash and investments	\$ 8,784,252
Receivables:	
Taxes	1,910,967
Accounts	181,034
Interest	5,194
Due from other governments	791,511
Prepaid items	<u>78,766</u>
Total assets	\$ <u><u>11,751,725</u></u>

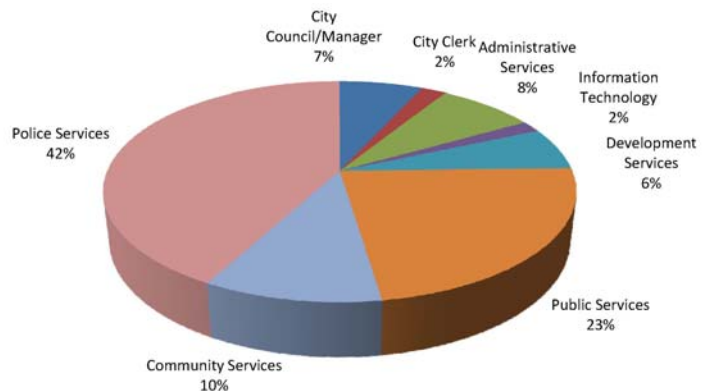
LIABILITIES AND FUND BALANCES

Liabilities:	
Accounts payable	\$ 518,703
Payroll and benefits	49,767
Refundable deposits to contractors	265,847
Deferred revenue	346,782
Trust accounts	<u>11,070</u>
Total liabilities	1,192,169
Fund balances:	<u>10,559,555</u>
Total liabilities and fund balances	\$ <u><u>11,751,725</u></u>

REVENUES -
General Fund &
Special Revenue Funds
FY 2013/14,
As of 12/31/13



OPERATING
EXPENDITURES
FY 2013/14,
As of 12/31/13



CITY OF LAGUNA HILLS
GOVERNMENTAL FUNDS
STATEMENT OF WORKING FUNDS
AS OF DECEMBER 31, 2013

Fund Balance

General Fund	\$ 8,369,339
Measure M Fairshare & Competitive	88,640
CARITS	644,208
Senior Mobility Program	48,773
Beverage Recycling	44,796
CR&R Recycling	26
C&D Forfeited Deposits	36,453
AB 939 Surcharge Grant	2,891
Public Art Fund	(245,214)
Law Enforcement Special Revenue Funds	6,549
Grants & Contributions	126,391
Debt Service	1,815,076

Total Beginning Fund Balance, as of July 1, 2013**10,937,928**

Net Change in Fund Balance, as of December 31, 2013

(378,373)

Total Fund Balance, as of December 31, 2013**\$ 10,559,555****Disposition of Working Funds**

Total Cash and Demand Deposits	\$ 778,266
Total Investments	8,005,986
Total Cash and Investments (for details see Treasurer's Report)	8,784,252
Receivables Net of Liabilities	1,775,303

Total Fund Balance, as of December 31, 2013**\$ 10,559,555**

The Quarter End Financial Management Report for the 2nd Quarter of Fiscal Year 2013-14 is hereby submitted. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. To the best of our knowledge and belief, the above information is reported in a manner that presents fairly the financial position and results of operation of the governmental funds of the City of Laguna Hills as of December 31, 2013.

Respectfully submitted,

original signed

Donald J. White
Assistant City Manager

February 5, 2014

Date

TREASURER'S INVESTMENT REPORT - ALL FUNDS (CONDENSED)
FOR THE 2ND QUARTER ENDED DECEMBER 31, 2013

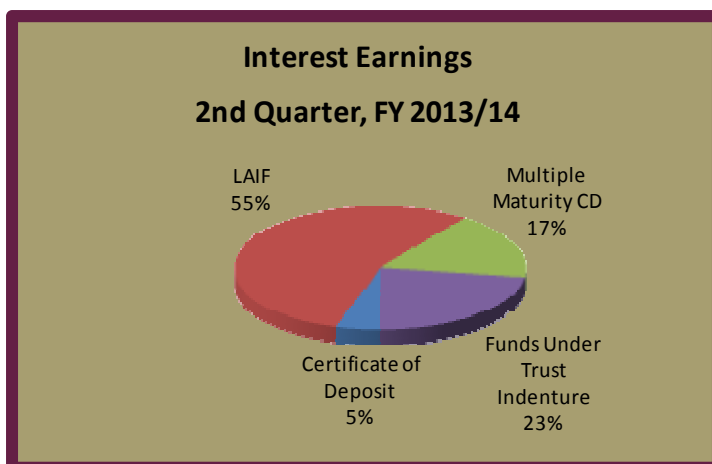
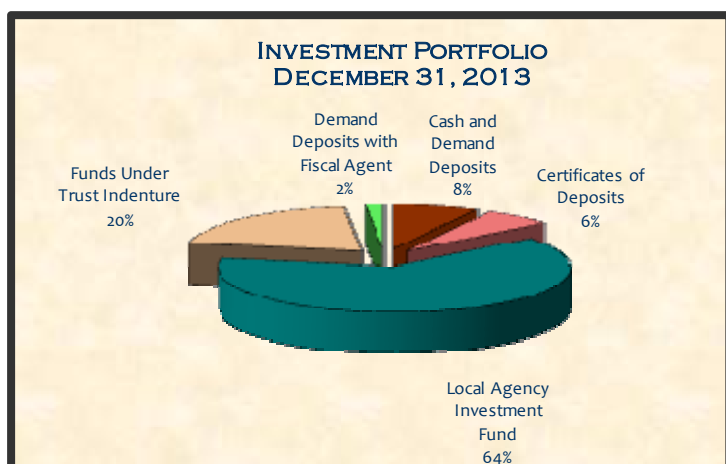
Cash and Investments by Type	2nd Quarter Beginning Book Value	Deposits	Withdrawals	2nd Quarter Ending Book Value	2nd Quarter Interest Income
Cash on Hand	\$ 1,750	\$ -	\$ -	\$ 1,750	\$ -
Demand Deposits	754,952	5,970,802	6,035,928	689,826	-
Certificates of Deposits	500,000	-	-	500,000	252
Multiple Maturity Certificates of Deposits	70,502	-	-	70,502	895
State Treasurer's Investment Fund	4,925,051	1,603,575	900,000	5,628,626	2,830
Funds Under Trust Indenture	1,805,689	1,169	-	1,806,858	1,164
Demand Deposits with Fiscal Agent	151,493	452,469	459,581	144,382	-
Deposits in Escrow	177,250	563	177,250	563	-
TOTAL	\$ 8,386,689	\$ 8,028,577	\$ 7,572,759	\$ 8,842,507	\$ 5,141

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

The following is the summary of the cash and investments for the 2nd quarter ended December 31, 2013, compared with the same period of the previous fiscal year:

	December 31, 2013	December 31, 2012
Cash on hand	\$ 1,750	\$ 1,750
Pooled Deposits:		
Demand Deposits	834,208	839,897
Certificates of Deposits	570,502	820,957
Total Pooled Deposits	1,404,710	1,160,013
Pooled Investments:		
Local Agency Investment Fund	5,628,626	5,339,379
Restricted Cash and Investments:		
Local Agency Investment Fund	1,806,270	1,811,243
Demand Deposits	1,150	
Total Cash and Investments	\$ 8,842,507	\$ 8,813,226

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





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

**ISSUE: PERIODIC REVIEW OF DEVELOPMENT AGREEMENT NO. 12-11-2137
(ORDINANCE NO. 2012-4) BETWEEN THE CITY OF LAGUNA HILLS AND
LAGUNA HILLS INVESTMENT COMPANY: OAKBROOK VILLAGE
SHOPPING CENTER MIXED USE PROJECT**

**RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE AND FILE A
REPORT DEMONSTRATING THE PROPERTY OWNER'S GOOD FAITH COMPLIANCE
WITH THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT; AND
(2) FIND AND DETERMINE THAT THE LAGUNA HILLS INVESTMENT COMPANY HAS
COMPLIED IN GOOD FAITH WITH THE TERMS AND CONDITIONS OF THE
DEVELOPMENT AGREEMENT FOR THE 12-MONTH PERIOD OF JANUARY 2013 TO
JANUARY 2014.**

SUMMARY:

The Oakbrook Village Shopping Center Mixed Use Project Development Agreement ("Agreement") between the City and the Laguna Hills Investment Company requires that the City Council annually review the extent of good faith compliance by the Laguna Hills Investment Company ("Applicant") with the terms of the Agreement. To support the City's determination, the Applicant has provided a description of the activities it has undertaken to comply with the Agreement. These activities are described in **Attachment 1**. In addition to the activities identified by the Applicant, the City received a complete building plan check submittal on December 27, 2013, which occurred after the submission of Attachment 1 by the Applicant.

Staff has reviewed the list of activities identified in the progress letter and agrees that the Applicant has complied in good faith with the Agreement. Additionally, staff has met several times with the Applicant and has been in regular contact with them during the past year to ensure that they continue to make progress in implementing the project.

AUTHORITY:

Section 9-84.060 (Periodic Review) of the Laguna Hills Municipal Code states the following:

“Each development agreement shall be reviewed annually by the City Council to determine compliance with provisions contained therein. A report of the findings of that review shall be made a part of the project record. Each developer or owner of land subject to a development agreement shall provide written data and report to the Community Development Director demonstrating compliance with the terms and conditions of the agreement.”

BACKGROUND:

On November 13, 2012, the City Council and Planning Agency approved Site Development Permit/ Master Sign Program/ Conditional Use Permit/ Parking Use Permit/ Vesting Tentative Tract Map/ Precise Plan/ Development Agreement No. 12-11-2137, a request by the Applicant (property owner of Oakbrook Village) to redevelop the Oakbrook Village Shopping Center located at 24231-24391 Avenida de la Carlota. The project consists of a two-phased, mixed-use redevelopment project of a portion of the Oakbrook Village Shopping Center. The redevelopment plan includes the development of up to 489 residential units (289 units in Phase One and up to 200 units in Phase Two). To accommodate the new construction, a total of 148,530 square feet of the existing commercial building area will be demolished under both phases. The existing retail buildings to remain at the Center will be remodeled to provide a cohesive look between the new and old portions of the Center. The project also directly implements the City's Urban Village Specific Plan (UVSP) in that it includes improvements such as a village green, several pedestrian paseos, parking lot paseos, a pedestrian trail, connectivity to the Laguna Hills Mall property, entry features, and landscaping that are all consistent with the UVSP.

Section 18 of the Agreement calls for the City to periodically review (at least every 12 months) the Applicant's good faith compliance with the terms of the Agreement. At the time of each review, the property owner is to submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of the Agreement. The City Council then determines whether or not the property owner has, for the period under review, complied in good faith with the terms and conditions of the Agreement.

Attachment 1 identifies a list of activities the Applicant believes demonstrates its good faith compliance with the terms of the Agreement. The activities include the following:

Project Design Activities:

- Completed Design Development Drawings for Phase One development.
- Kick-off Meeting with the City held on November 14, 2013, to outline design construction permit submission content.
- Processing of a Lot Line Adjustment to establish Phase One project boundaries (approval by City expected February 7, 2014).

Tenant Relocations:

- Completion of negotiation of the relocations of all of the Phase One tenants.
- Issuance of the building permit for tenant relocations; commencement of construction of Building B for three of the Phase One tenant relocations.

Phase One Development Joint Venture:

- Near completion of negotiations with an experienced joint venture partner for the development of Phase One consistent with the Development Agreement.

The following items were also provided by the Applicant to the City subsequent to the City's receipt of Attachment 1:

- Submission of the Project Rough Grading Plan for first plan check on December 27, 2013.
- Submission of a Final Map for first plan check on December 27, 2013.

Staff notes the first review of grading plan check was completed on January 31, 2014, and building plan check was substantially completed by the City on February 4, 2014. Plan check comments have been provided to the Applicant so that the correction process can move forward.

The information submitted by the Applicant in **Attachment 1**, together with the other plan submittals identified, provides the City Council with sufficient information to determine that the Applicant has complied with the terms and conditions of the Agreement for this review period.

ATTACHMENTS:

- Attachment No. 1 - December 5, 2013, Letter from Ryan Jones of the Fritz Duda Company

**ATTACHMENT 1- DECEMBER 5, 2013, LETTER FROM RYAN JONES OF THE
FRITZ DUDA COMPANY**



Real Estate Investment Builders • Developers

December 5, 2013

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

Re: Development Agreement for the Oakbrook Village Shopping Center Mixed-Use Project dated December 28, 2012 ("**Development Agreement**").

Dear Mr. Chantarangsu:

Pursuant to Section 18.2 of the Development Agreement, Laguna Hills Investment Company hereby submits the following listing of activities constituting good faith compliance with the terms of the Development Agreement:

Project Design Activities:

- Completed Design Development Drawings for Phase I development.
- Kick-off meeting with the City held on November 14, 2013 to outline Design construction permit submission content.
- Processing of the Lot Line Adjustment to establish Phase I Project boundaries (completion expected December 21, 2013).

Tenant Relocations:

- Completion of negotiation of the relocations of all of the Phase 1 tenants.
- Issuance of the building permit for tenant relocations; commencement of construction of Building B for three of the Phase I tenant relocations.

Phase I Development Joint Venture:

- Near completion of negotiations with an experienced joint venture partner for the development of Phase I consistent with the Development Agreement.

If you have any questions or require further information, please contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Jones', is written over the word 'Sincerely,'.

Ryan Jones
Vice President of Real Estate
Fritz Duda Company

Cc: Fritz L. Duda
Bruce Channing, City Manager
Donald J. White, Assistant City Manager
Greg Anderson, Shea Properties

One Galleria Tower • 13355 Noel Road, LB 3 • Suite 1315 • Dallas, TX 75240-6603 • 972.934.2244 • Fax 972.991.5184
3425 Via Lido • Suite 250 • Newport Beach, CA 92663-3929 • 949.723.7100 • Fax 949.723.1141
212 West Kinzie Street • 5th Floor • Chicago, IL 60654 • 312.222.0085 • Fax 312.222.0552
4785 Caughlin Parkway • Reno, NV 89519 • 775.332.8251 • Fax 775.827.2185

www.fritzduda.com

2/11/2014 ITEM NO. 3.5



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: MAYOR AND COUNCIL MEMBERS

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

ISSUE: AWARD OF PROFESSIONAL SERVICES AGREEMENT TO HALL & FOREMAN, INC., FOR GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT CONSULTING SERVICES

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH HALL & FOREMAN, INC., FOR GEOGRAPHIC INFORMATION SYSTEM TECHNICAL SUPPORT CONSULTING SERVICES AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

SUMMARY:

The City operates its own Geographic Information System (GIS) for improved worker efficiency and work product enhancements. The GIS requires regular maintenance of a highly technical nature and professional services for enhancements to the system. Staff issued a Request for Proposal (RFP) to attain the services of a qualified consultant to assist staff with technical support of the GIS. Four firms submitted proposals and were interviewed. The firm deemed to have the best qualifications and fit with the City was Hall & Foreman, Inc., an Orange County based multi-disciplinary Civil Engineering firm. Award of the attached Professional Services Agreement to Hall & Foreman, Inc., for Geographic Information System Technical Support Consulting Services is recommended.

BACKGROUND:

The City's GIS is an in-house hosted software program provided by Esri which allows staff to associate physical features with robust data bases to improve our work efficiency and provide enhancements to our work product. Through the GIS, staff has access to aerial photography, topography, land use and zoning, parcel information, storm drain information and property ownership records. The property ownership records are provided through monthly updates by CoreLogic, a subsidiary of First American Title Company. The GIS requires technical support for system upgrades and maintenance through consulting services.

Following the conclusion of the term of the previous consultant's Professional Services Agreement, staff issued an RFP for professional services to both aid the staff with technical support of the GIS and to enhance the data layers over time and per budget allocations. Four firms proposed on the RFP and all four firms were interviewed by a staff panel including the Public Services Department and Community Development Department. Upon completion of the proposal evaluation process, the panel selected Hall & Foreman, Inc., as the best consultant to serve the City's needs.

The full proposal of Hall & Foreman, Inc. is provided as an attachment to the attached Professional Services Agreement. This Orange County based firm is a multi-disciplinary Civil Engineering firm that offers expertise in GIS and has demonstrated that they will be able to meet the City's needs over the five year term of the Agreement.

FISCAL IMPACT:

The GIS is funded in the current Budget of the Public Services Department in the amount of \$40,000. Approximately \$18,000 of this Budget is utilized for software licensing and property ownership data updates allowing approximately \$22,000 for Consulting Services. The attached Professional Services Agreement caps the five-year compensation of the Consultant at \$150,000.

ATTACHMENTS:

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
Hall & Foreman, Inc.
(Geographic Information System Technical Support Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 11th day of February 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and HALL & FOREMAN, INC., a California Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified licensed civil engineering firm that specializes in maintaining and updating geographic information systems for the purpose of supporting and enhancing the City's GIS Server, including GIS software upgrade and maintenance, performing GIS data conversion, developing interactive GIS applications, restoring the City's inactive layers to their full functionality, and providing other geographic information system technical support consulting services (the "Project").

B. Consultant has submitted to City a proposal, dated December 4, 2013, to provide professional geographic information system technical support services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these consulting services and has agreed to provide such services to City for the Project as provided herein.

D. City desires to retain Consultant to provide such professional services.

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 the professional services set forth in the Proposal/Scope of Work, dated December 4, 2013, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, 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 service 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 and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original December 4, 2013, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply 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.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services, 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 indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant 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 warrants 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 Work or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the 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 services specifically set forth in the Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "B" and is incorporated herein by reference, but not exceeding the total maximum contract amount of one hundred fifty thousand dollars (\$150,000) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "B." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Work may be more costly and/or time-consuming than Consultant

anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "B"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the City's finance manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

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

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for five (5) years from the date hereof until February 11, 2019, except as may otherwise be provided in the Schedule of Performance (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

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 make all decisions in connection therewith: **Yazdan T. Emrani, P.E., Vice President/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 services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees,

were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by

obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

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

B. Workers’ Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers’ compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers’ compensation insurer waiving subrogation rights under its workers’ compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars

(\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.
- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.
- 5.3.5 All insurance coverage and limits provided by 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.

- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by 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.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it

pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

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

5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified

Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim “may arise out of, pertain to, or relate to Indemnified Claims” shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. 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 its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the 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 his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he 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 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or 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 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. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

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

To Consultant:

Hall & Foreman, Inc.
Attention: Yazdan T. Emrani, P.E.
Vice President/Project Manager
17782 17th Street, Suite 200
Tustin, CA 92780-1947
Telephone: (714) 665-4500
Facsimile: (714) 665-4501

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

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

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

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

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

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[SIGNATURES ON NEXT PAGE]

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

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

ANDREW BLOUNT
Mayor

ATTEST:

(SEAL)

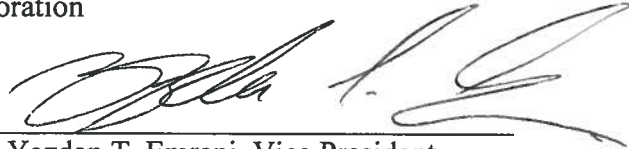
PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

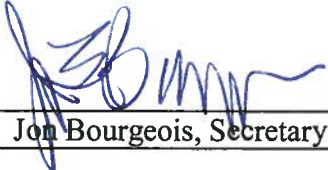
GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

Hall & Foreman, Inc., a California
corporation

By: 

Yazdan T. Emrani, Vice President

By: 

Jon Bourgeois, Secretary

EXHIBIT “A”

December 4, 2013 PROPOSAL/ SCOPE OF WORK

INCLUDING,

SCHEDULE OF PERFORMANCE



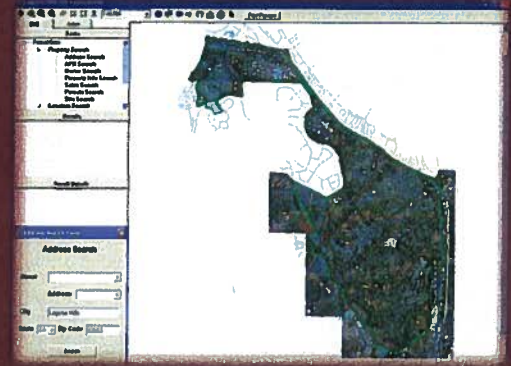
Hall & Foreman, Inc.

Engineering ■ Planning ■ Surveying

Proposal for Geographic Information System Support for the City of Laguna Hills



December 4, 2013



www.hfinc.com

Facebook: Hall and Foreman • Twitter: @hallandforeman

2/11/2014 ITEM NO. 36

Hall & Foreman, Inc. www.hfinc.com

17782 17th Street, Suite 200

Tustin, CA 92780

714.665.4500

714.665.4501

yemrani@hfinc.com



December 4, 2013

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

Subject: Proposal to Provide Geographic Information System Support

Dear Mr. Rosenfield:

Hall & Foreman, Inc. (HFI) is pleased to be able to provide a comprehensive proposal for the City of Laguna Hills' (City) Geographic Information System (GIS) Technical Support. HFI's objective for this project is to complete this project in a smooth, expeditious manner.

Let HFI provide the services needed to maintain and update your GIS so you and your staff can focus on other priorities to better leverage your areas of expertise. Benefits of the HFI system & experts include:

- You save staff time by letting us handle the GIS Server deployment tasks.
- You save money and staff time by deploying our experienced staff for all GIS data conversion and web based programming tasks.
- You have immediate access to assistance when you need it. **Our office is located only 15 minutes from City Hall** so we can be at your desk quickly. Plus, you will be supporting the local business community which helps the City promote the local economy.

Experienced Project Team: The City can be assured of the team's experience in working with GIS systems for public agencies throughout southern California. We bring to this project the programmer who developed the original server based GIS system for the City as well as our new programmer, a long time former ESRI employee, who is an expert in ArcGIS Server, SQL, and web based GIS programming among his many qualifications. I will serve as your hands-on Project Manager for this project. I have over 26 years of professional civil engineering and GIS experience. I have performed many different types of engineering and GIS projects, including the original GIS study and subsequent data conversion projects for the City of Laguna Hills.

We believe that our approach will accomplish all the goals and objectives for the City of Laguna Hills in an efficient and logical manner and we will complete our services within budget and on schedule. Our proposal is valid for 180 calendar days. We appreciate the opportunity to be of service. If you have any questions, please call me directly at (714) 665-4522.

Respectfully,

Hall & Foreman, Inc.

Yazdan T. Emrani, P.E.
Project Manager



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SECTION A: EXECUTIVE SUMMARY

City of Laguna Hills has a robust and highly advanced web based GIS system. This system was initially designed as a server based system with many active and functioning layers. During the migration of the program to version 10.1 some of the layers and functionalities did not get re-activated. Additionally there are new layers and data that the City would like to add to its GIS system, thereby making it easier and more efficient for its staff to access.

It is our understanding that there are four main components to this project:

- 1) Supporting and enhancing the City's GIS server, and its associated tasks including GIS software upgrade and maintenance**
- 2) Performing GIS data conversion tasks to add additional and needed layers to City's existing GIS system.**
- 3) Developing interactive GIS Applications, consistent with the City's existing design**
- 4) Restoring City's "Inactive" layers to their full functionality**

As shown in our Table 1, Task 1 and Task 15 occur on an annual basis and have been budgeted accordingly and on an on-going basis. Therefore we have developed a suggested prioritization and phasing for accomplishing the remaining 13 tasks over a five year period (per the RFP's mention of potential contract duration).

Our suggested prioritization assumes a minimum needed budget for the two annual tasks, distributing the remaining budget over the phased tasks. The result is shown in Table 1 in the next page. Please note that our recommendations were done for the purpose of developing both the schedule and the cost for this project. We look forward to adjusting and or refining any of the priorities in this table, at the City's direction.

HFI Team is well prepared and staffed to perform these and any additional related tasks that the City may have. **Yaz Emrani was the original Project Manager and architect of the City's server based GIS system. He is very familiar with the City's data layers, having done the data conversion for most of them.** Mr. Emrani is also very familiar with the City's departments and staff having performed a GIS Feasibility Study a few years earlier.

HFI believes we have a very strong team that includes Lihong Zhang, the original GIS programmer for the City's GIS system as well Amir Soheili, one of the premier GIS programmers and web based developers in Southern California. Mr. Soheili has extensive ESRI and private consulting experience, both qualities and qualifications that we believe will benefit this project greatly. Our team is locally based in Orange County and is within 15 minutes driving of Laguna Hills' City Hall.

HFI Team would like to have a kick-off meeting and also have individual sessions with key users of the system to ensure we are aware of all issues and concerns about the system. Before embarking on any of the tasks identified, HFI Team will present the City with a detailed work plan and a schedule of activities and deliverables. This work plan will then be edited or modified per City's direction before we initiate that particular task. HFI Team will also develop mockup of its screens and interface, for City staff to review, as the design phase for each task moves forward. This ensures that the City is well informed on all our activities and there are no surprises at the completion of the tasks for this project. We believe that we can deliver a successful product to the City utilizing this approach and **our Team will have minimal learning curve and can hit the ground running.**

HFI Team will perform on-time and within budget and we will deliver these products to your satisfaction. Being familiar with the programming aspect of the system and its associated applications affords us the ability to also provide extremely reasonable pricing for this project.



Table 1
Recommended Prioritization by Phasing

Task #	Title	Recommended Phase
1	GIS Server Deployment	Annual
2	SCAG Data	Phase I
3	Automate Installation of the Property Ownership Data	Phase I
4	Scan & Geocode Improvement Plan Sheets & Create Application	Phase I
5	Scan & Geocode Corner Record Sheets & Create Application	Phase II
6	Activate Other "Inactive" Data Layers & Create Application	Phase II
7	Enhance MicroPaver Data Application	Phase III
8	Enhance the Tree Inventory Data Layer and Develop Application	Phase III
9	Establish A City Owned Property Layer & Create Application	Phase III
10	Update the Transportation Layer & Create Application	Phase IV
11	Modify the TCDI Layer & Create an Application	Phase IV
12	Create a Traffic Signal Layer & Application	Phase V
13	Create a Parks Data Layer & Application	Phase V
14	Address Miscellaneous Functionality Issues	Phase V
15	Provide Annual Training	Annual

Position Description	"% Availability"
PM - Project Manager	100%
LGP/TA – Lead GIS Programmer/Technical Architect	100%
GA/GP – GIS Analyst/GIS Programmer	100%
CL - Clerical	100%



SECTION B: UNDERSTANDING OF THE PROJECT & GENERAL APPROACH

Project Understanding

The City currently operates its own GIS system based upon ESRI software with eight users typically accessing the system. The City also contracts with CoreLogic for monthly data updates of property ownership. The City has its own aerial photography and utilizes the free County of Orange parcel data as background information. The ESRI products in use by the City include:

- ArcGIS for Desktop Standard, Concurrent Use License, V 10.2
- ArcGIS for Desktop Basic, Single Use License, V 10.2
- ArcGIS for Server Enterprise Standard (Windows), Four Cores License, V 10.2

In addition, the City has a SCAG provided single license GIS system on a desk top PC.

City of Laguna Hills developed its server based GIS system in ArcGIS 9.3 back in 2007-2008. The system consisted of an interactive user-defined approach with many layers including storm drain system, pavement management system, and centerline ties, to name a few. The system was upgraded to version 10.0 in a few years ago and was migrated to 10.1 within the last year. However, in migrating the system to 10.1 several of the original capabilities were not re-activated.

It is our understanding that there are four main components to this project:

- 1) Supporting and enhancing the City's GIS server, and its associated tasks
- 2) Performing additional GIS data conversion tasks to add needed layers to City's existing GIS system.
- 3) Developing interactive GIS Apps., consistent with the City's existing design
- 4) Restoring City's "Inactive" layers to their full functionality

HFI Team is well prepared and staffed to perform these and any additional related tasks that the City may have. **Yaz Emrani was the original Project Manager and architect of the City's server based GIS system. He is very familiar with the City's data layers, having done the data conversion for most of them.** Mr. Emrani is also very familiar with the City's departments and staff having performed a GIS Feasibility Study a few years earlier.

HFI believes we have a very strong team that includes Lihong Zhang, the original GIS programmer for the City's GIS system as well Amir Soheili, one of the premier GIS programmers and web based developers in Southern California. Mr. Soheili has extensive ESRI and private consulting experience, both qualities and qualifications that we believe will benefit this project greatly. Our team is locally based in Orange County and is within 15 minutes driving of Laguna Hills' City Hall.

HFI Team would like to have a kick-off meeting and also have individual sessions with key users of the system to ensure we are aware of all issues and concerns about the system. However, even with this step, **our Team will have minimal learning curve and can hit the ground running.**

Our Scope of Work in Section "F" provides detail on our specific approach to this project.



SECTION C: EXPERIENCE

Similar Projects



GIS Information Management System – Laguna Hills, CA

This server based system was developed on ArcGIS Server on a modular basis and several different databases such as the City's Pavement Management System, Stormwater System, and Right of Way as-builts were programmed into various modules. Additionally, a set of planning tools such as Radius Map, Parcel Query and Identification, and a Work Order system were also developed within this single application giving City staff flexibility, speed, and efficiency in their daily work and interaction with residents of the City. The same team that worked on this project will be working on your new project including an additional programmer and web developer.

Sanitary Sewer Master Plan and GIS Applications – San Fernando, CA

The project consists of digitizing all wastewater lines, scanning of all wastewater as-builts and georeferencing them with each other as well as geocoding the wastewater lines with the City's parcel and centerline landbase. The project also involved CCTV inspection and developing a GIS based hydraulic model. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, including a rehabilitation schedule for the upgrade of its sewer lines. Additionally, the project also includes delivering a GIS application that allows users to query, and generate maps and reports in an automated and user-friendly manner.



South Coast Water District Wastewater, Water, and Recycled Water Data Conversion – Laguna Beach, CA

This was a comprehensive data conversion project which was a recommendation that was developed as part of the District's GIS Implementation Plan. The project consisted of digitizing all wastewater, water, and recycled water facilities within the District's service area which includes portions of cities of Laguna Beach, Dana Point, and San Clemente. Additionally, the project involved designing and building a comprehensive database to capture the attribute information for the aforementioned systems. The project also involved developing a series of custom GIS applications to query, generate maps and reports for the three previously mentioned systems. Additionally, HFI recently developed an iPad application to make it easier and more accessible to access the database.

Victor Valley Waste Reclamation Authority (VWVRA) – Victorville, CA

The project consisted of a CMMS implementation plan by first performing a Needs Analysis of VWVRA's operations and maintenance systems and practices. The project also consisted of developing a comprehensive database of the top 10 CMMS products and matching VWVRA's goals and objectives including its GIS system with the CMMS database products and developing an implementation plan. The implementation plan includes developing the RFP, help with the CMMS procurement, and assisting VWVRA in installation, GIS integration, and training.



San Bernardino County Special Districts (SBCSD) – Victorville, CA

The project consisted of a CMMS implementation plan by first performing a Needs Analysis of SBCSD's operations and maintenance systems and practices. The project also consisted of developing a comprehensive database of the top 10 CMMS products and matching VWVRA's goals and objectives including its GIS system with the CMMS database products and developing an implementation plan. The implementation plan includes developing the RFP, help with the CMMS procurement, and assisting SBCSD in installation, GIS integration, and training.



Similar Projects – Amir Soheili's Experience

Enterprise GIS System Implementation – Sempra Energy

This project involved bringing Enterprise GIS to Sempra Energy. This team converted CAD drawings and existing data and databases into Gas and Electric GIS geodatabases and have customized ArcGIS and ArcFM to ensure data integrity and ease using the system. Several custom applications were developed, including:



- Developing an interface to import parcel data into GIS and identify/report changes
- Integrating Customer Information system with GIS.
- Developing and maintaining nightly processes for large processes.
- Developing custom tools for ArcGIS Desktop
- Developing custom tools to improve quality and performance of geocoding processes, for ArcGIS Desktop, server and mobile devices
- Deploying, securing and administrating ArcGIS Server
- Developing custom tool for web mapping applications
- Developing an iOS (iPhone and iPad) mapping app
- Developing tools for conversion
- Developing a web site to monitor and report batch processes
- Developing a web site for user management and access requests, integrated with Active Directory.
- Customizing and configuring ArcFM on desktop and server applications

Technology:

Database: Oracle, ArcSDE and ESRI file geodatabase.

Application: ArcGIS Desktop, ArcGIS Server, ArcFM,

Platform: Citrix, Windows Desktop, Windows Server, Web and iOS

Programming Languages: C#, Silverlight and Python



Landscape Area Measurement Tool Web Based Application - City of San Diego

As part of this project a web site was developed and associated applications that calculate water consumption in any polygons within the City of San Diego was built. Computations were based on the vectorized data processed from satellite imagery of water consumption for city of San Diego. The web application provides editing and querying functionalities of water consumption data. Water consumptions were automatically recalculated every time users updated or created a consumption area in the database.

Technology:

Database: Microsoft SQL Server

Client Application: AJAX, ASP.NET, C#

Server technology: ArcGIS Server 9.2

Accident Locating and Analysis System - State of New York

Accident Locating and Analysis System web application was designed and developed for State of New York. It is a multi-tier web application that integrates with the legacy systems in the offices of State of New York: DMV, Department of Transportation, Cyber Security and Office of Technology. It has five sub-systems:

- 1) Manual accident data entry and locator
- 2) Location editing and reporting system
- 3) Map maintenance and notification system
- 4) Street Name Editor
- 5) Automatic Batch Accident Locator





This system gets accident information forms filled by police officers and tries 14 methods of locating of accidents on the map. If locating fails, it moves the accident to a queue for manual locating. Users may also notify map editors and map editors can use standard ArcGIS or Street Name Editor tool to edit the map. When the map is updated, all accidents will be relocated to match the existing street data. Considering that thousands of accidents happening in NYS and millions of accidents are already in the database waiting to be located, the challenge was to make the system quick enough to locate the accident within a reasonable amount of time. Another unique aspect of this project was the ability to edit base map data in a web browser.

Technology:

Database: Oracle 10g.

Application Server: ArcSDE 9.1 for Oracle and ArcGIS Server 9.1

Client Application: IE 6. ASP.NET 1.1 written in VB.NET.

Scheduler: Windows service written in VB.NET

Security: Netegrity Siteminder and LDAP



SECTION D: PUBLIC AGENCY REFERENCES

References:



Contact: Ken Rosenfield, P.E., Director of Public Services/City Engineer, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92635, (949)707-2600, krosenfield@ci.laguna-hills.ca.us



Contact: Robert Dickey, P.E., Interim Director of Public Works, City of San Fernando, 117 Macneil St., San Fernando, CA 91340, (818) 898-1222 RDickey@ci.san-fernando.ca.us



Contact: Gina Cloutier, Environmental Compliance Supervisor, Victor Valley Waste Reclamation Authority, 20111 Shay Road Victorville, CA 92394, (760) 246-8638 Ext. 241, gcloutier@vwwra.com



Contact: Manuel Benitez, Deputy Director, San Bernardino County Special Districts, 12402 Industrial Center Dr., Victorville, CA 92395, (760) 962-1595 mbenitez@sdd.sbcounty.gov



Contact: Joseph Sovella, P.E., Former Chief Engineer, South Coast Water District, 31592 West St. Laguna Beach, CA 92651, (714) 606-4361 jsovella@scwd.org

Amir Soheili's References



Contact: Cheryl Benjamin, New York State Office of CSCIC, (518) 474-5212, Cheryl.benjamin@cscic.state.ny.us



Contact: Dave Lewis, ESRI Project Manager, (714) 392-6876, dlewis@esri.com (City of San Diego Project)



SECTION E: QUALIFICATIONS OF THE CONSULTANT

Firm Qualifications

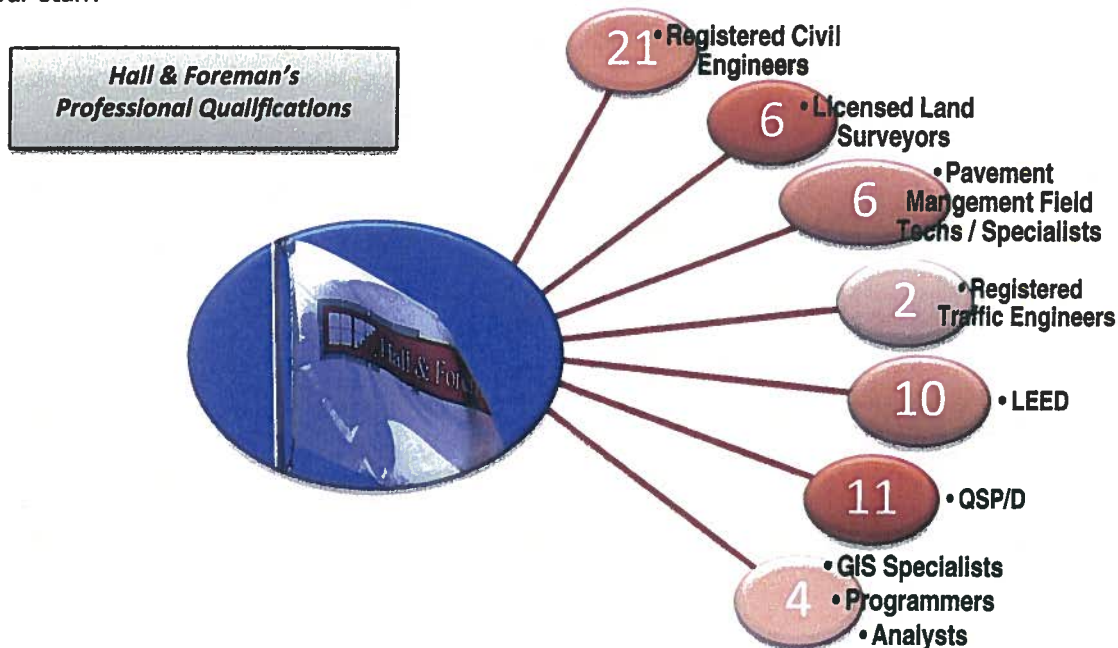


HFI knows public works. HFI was established in 1961 by engineering and surveying professionals from the public works sector, and that practice continues today as we maintain former public sector officials on our staff. In fact, our first client was a City. During the past 50+ years the firm has worked with numerous public agencies and municipalities throughout southern California. An abbreviated list includes:

Cities	Brea, Corona, Dana Point, Diamond Bar, Fontana, Hesperia, Inglewood, Irvine, Murrieta, Ontario, Orange, Pomona, Rialto, Ridgecrest, San Bernardino, San Fernando, San Juan Capistrano, Santa Clarita, Simi Valley, Stanton, Temecula, Murrieta, Upland, Victorville, Yucaipa
Counties	Orange, Los Angeles, Riverside, San Bernardino, and Ventura
Public Agencies	Caltrans, Cucamonga Valley Water District, Los Angeles World Airport, Orange County Public Works, Santa Margarita Water District, Riverside County Flood Control District, Victor Valley Wastewater Reclamation Authority, and Yorba Linda Water District.

HFI has the experience and technical expertise in the fields of streets and roads design, pavement management programs, GIS mapping, and application development. A number of our staff comes from the Public Sector. Having worked in a variety of different roles in the public sector enables us to understand your City's issues and challenges much more clearly thereby enabling us to serve you better. It is our philosophy to serve as an extension of your staff and our ultimate goal is to make you and your city look good.

The leadership of HFI promotes professional quality through dedicated training programs, resource management, and programs for staff advancement. Our project managers and team members are selected for each project assignment based on their expertise. This provides our Clients with an experienced team that has worked together ensuring cohesion and good communication. The following chart highlights the specialties of our staff:





Organization Chart





Team Resumes

YAZDAN (YAZ) T. EMRANI, P.E. **Project Manager / Daily Point of Contact**

Education & Registrations:

Syracuse University, New York
B.S - Civil Engineering

Professional Licensed Civil Engineer
CA – #61184

University of Maryland at College Park
M.S. - Civil Engineering

Professional Experience

Mr. Emrani has over 26 years of civil engineering and GIS experience in both the public and private sectors. Mr. Emrani's GIS experiences include GIS needs assessment, database design, and data conversion. Additionally, he has managed and implemented several small and large GIS projects throughout the country. He has also developed many GIS applications including state-of-the-art Predictive Performance Modeling for forecasting failure in utility pipes. Mr. Emrani has performed numerous infrastructure assessments and master plans as part of engineering analyses, GIS data conversion, and WDR and NPDES projects, for cities and municipalities. Mr. Emrani has also been

responsible for developing and implementing many maintenance management systems for roads, water, wastewater, and storm drain systems.

Prior to joining Hall & Foreman, Inc. Mr. Emrani was the Director of Public Works for Monterey County where he was responsible for managing and directing a staff of 180 and 10 divisions including Engineering Design, Road and Bridge Maintenance, Construction, Development Services, Transportation and Traffic Engineering, Special Districts (Water, Wastewater, lighting and landscaping), Stormwater Management, Facilities, Fleet, Architectural Services, and Real Estate Services with a total annual budget of \$150 M.

Project Experience

Laguna Hills GIS Needs Assessment & Implementation Plan – Laguna Hills, CA. - Mr. Emrani was the Project Manager for developing a GIS master plan for the City of Laguna Hills. As part of this project, Mr. Emrani conducted interviews with City staff, analyzed the current City needs, and developed a comprehensive GIS plan with milestones, cost, and implementation criterion. Based on the recommendations for this project Laguna Hills has moved ahead with pilot data conversion projects as well as purchasing of needed GIS data and hardware software for a City-wide implementation.

Laguna Hills GIS Information Management System – Laguna Hills, CA. Mr. Emrani served as Project Manager for this Intranet based and innovative GIS application. The application was developed on a modular basis and several different databases such as the City's Pavement Management System, Stormwater System, and Right of Way as-builts were programmed into various modules. Additionally, a set of planning tools such as Radius Map, Parcel Query and Identification, and a Work Order system were also developed within this single application giving City staff flexibility, speed, and efficiency in their daily work and interaction with residents of the City.

Citywide Pavement Management Program and GIS, Laguna Hills: Mr. Emrani was the Project Manager for both projects. In that capacity, he provided overall direction and detailed Quality Assurance/Quality Management, as well as providing all facets of the day to day management of the project including the maintenance scenario analysis and development of the final report. The specifics of the project consisted of determining the present condition status of the pavement network; producing a ranked list of streets, or segments of streets, by condition within the network; determining rehabilitation/maintenance needs of each street segment by year; determine an optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding; determining optimum annual budget levels for pavement maintenance for the current and the following seven years; predicting the future performance of the Cities pavement network and each individual street section; and development of the GIS link for the PMS. Additionally, a user-friendly GIS based PMS application that facilitated the use of PMS data and reports and linked ArcGIS and **Micro Paver** was developed and installed for the City.



Sanitary Sewer Master Plan and GIS Applications – San Fernando, CA

Mr. Emrani was the Project Manager for developing a GIS based master plan for the City of San Fernando. The project consists of digitizing all wastewater lines, scanning of all wastewater as-builts and georeferencing them with each other as well as geocoding the wastewater lines with the City's parcel and centerline landbase. The project also involves CCTV inspection and developing a GIS based hydraulic model. The final product included a comprehensive master plan that projected the City's growth and its sewer demands for the next 20 years, as per the City's General Plan, including a rehabilitation schedule for the upgrade of its sewer lines. Additionally, the project also includes delivering a GIS application that allows users to query, and generate maps and reports in an automated and user-friendly manner.

Victor Valley Waste Reclamation Authority (VWRA) – Victorville, CA

Mr. Emrani was the Project Manager for this innovative Computerized Maintenance Management System (CMMS) Implementation project. The project consisted of performing a Needs Analysis of VWRA's operations and maintenance systems and practices. The project also consisted of developing a comprehensive database of the top 10 CMMS products and matching VWRA's goals and objectives including its GIS system with the CMMS database products and developing an implementation plan. The implementation plan includes developing the RFP, help with the CMMS procurement, and assisting VWRA in installation, GIS integration, and training.

San Bernardino County Special Districts (SBCSD) – Victorville, CA

Mr. Emrani was the Project Manager for this innovative Computerized Maintenance Management System (CMMS) Implementation project. The project consisted of performing a Needs Analysis of SBCSD's operations and maintenance systems and practices. The project also consisted of developing a comprehensive database of the top 10 CMMS products and matching VWRA's goals and objectives including its GIS system with the CMMS database products and developing an implementation plan. The implementation plan includes developing the RFP, help with the CMMS procurement, and assisting SBCSD in installation, GIS integration, and training.

South Coast Water District GIS Implementation Plan – Laguna Beach, CA. - Mr. Emrani was the Project Manager for developing a GIS master plan for the SCWD. As part of this project, Mr. Emrani conducted interviews with District staff, analyzed the current District needs, and developed a comprehensive GIS plan with milestones, cost, and implementation criterion. Based on the recommendations for this project the District did move ahead with full data conversion projects as well as purchasing of needed GIS data and hardware software for a District-wide implementation.

South Coast Water District Wastewater, Water, and Recycled Water Data Conversion – Laguna Beach, CA. Mr. Emrani was the Project Manager for this comprehensive data conversion project which is a recommendation that was developed as part of the District's GIS Implementation Plan. The project consisted of digitizing all wastewater, water, and recycled water facilities within the District's service area which includes portions of cities of Laguna Beach, Dana Point, and San Clemente. Additionally, the project involved designing and building a comprehensive database to capture the attribute information for the aforementioned systems. The project also involved developing a series of custom GIS applications to query, generate maps and reports for the three previously mentioned systems.

El Toro Water District GIS Needs Assessment & Implementation Plan – Lake Forest, CA. Mr. Emrani was the Project Manager for developing a GIS master plan for the ETWD. As part of this project, Mr. Emrani conducted interviews with District staff, analyzed the current District needs, and developed a comprehensive GIS plan with milestones, cost, and implementation criterion. Based on the recommendations for this project the District will move ahead with pilot data conversion projects as well as purchasing of needed GIS data and hardware software for a District-wide implementation.



AMIR SOHEILI
Lead GIS Programmer/Technical Architect

Education & Registrations:

University of California, Riverside
M.S. – Computer Science

Amir Kabir University of Technology
B.S. - Mechanical Engineering

Professional Experience

Mr. Soheili has 24 years of software design and development experience. Mr. Soheili has a strong background in GIS analysis and programming with ESRI desktop, server, web and mobile products. **He worked for ESRI for eight years** and has been responsible for the system architecture, design, development and implementation of GIS system for utilities, local government, public and private companies. Additionally, he has worked on several GIS project in the field of transportation and optimization. Mr.

Soheili has also developed and implemented several integration and conversion tools for GIS systems. Mr. Soheili is skillful in system architecture, designing secure systems, complex algorithm and optimizing software performance.

Mr. Soheili has also developed several apps for iOS (iPhone and iPad) for internal and public use. These apps are in the field of games, mapping, sharing map redline and markups, music, scheduling and sharing calendars. These are developed in Objective C, with SQLite database, ESRI Runtime for iOS, and the server applications are developed in C# and use MS SQL server. He has used XML and JSON on the client and server applications to interact with each other and also for integration purposes.

Project Experience

Sempra Energy - Enterprise GIS System Implementation

Mr. Soheili was the lead member of the team that brought Enterprise GIS to Sempra Energy. This team converted CAD drawings and existing data and databases into Gas and Electric GIS geodatabases and have customized ArcGIS and ArcFM to ensure data integrity and ease using the system. Mr. Soheili developed several custom applications, including:

- Developing an interface to import parcel data into GIS and identify/report changes
- Integrating Customer Information system with GIS.
- Developing and maintaining nightly processes for large processes.
- Developing custom tools for ArcGIS Desktop
- Developing custom tools to improve quality and performance of geocoding processes, for ArcGIS Desktop, server and mobile devices
- Deploying, securing and administrating ArcGIS Server
- Developing custom tool for web mapping applications
- Developing an iOS mapping app
- Developing tools for conversion.
- Developing a web site to monitor and report batch processes
- Developing a web site for user management and access requests, integrated with Active Directory.
- Customizing and configuring ArcFM on desktop and server applications.

Technology:

Database: Oracle, ArcSDE and ESRI file geodatabase.

Application: ArcGIS Desktop, ArcGIS Server, ArcFM,

Platform: Citrix, Windows Desktop, Windows Server, Web and iOS

Programming Languages: C#, Silverlight and Python

City of San Diego – Landscape Area Measurement Tool Web Based Application

Mr. Soheili developed a web site and associated application that calculates water consumption in any polygons within the City of San Diego. Computations were based on the vectorized data processed from satellite imagery of water consumption for city of San Diego. The web application provides editing and querying functionalities of water consumption data. Water consumptions were automatically recalculated every time users updated or created a consumption area in the database.



Technology:

Database: Microsoft SQL Server
Client Application: AJAX, ASP.NET, C#.
Server technology: ArcGIS Server 9.2

State of New York - Accident Locating and Analysis System

Mr. Soheili designed and developed Accident Locating and Analysis System web application for State of New York. It is a multi-tier web application that integrates with the legacy systems in the offices of State of New York: DMV, Department of Transportation, Cyber Security and Office of Technology. It has five sub-systems:

- 6) Manual accident data entry and locator.
- 7) Location editing and reporting system.
- 8) Map maintenance and notification system.
- 9) Street Name Editor.
- 10) Automatic Batch Accident Locator.

This system gets accident information forms filled by police officers and tries 14 methods of locating of accidents on the map. If locating fails, it moves the accident to a queue for manual locating. Users may also notify map editors and map editors can use standard ArcGIS or Street Name Editor tool to edit the map. When the map is updated, all accidents will be relocated to match the existing street data.

Considering that thousands of accidents happening in NYS and millions of accidents are already in the database waiting to be located, the challenge was to make the system quick enough to locate the accident within a reasonable amount of time. Another unique aspect of this project was the ability to edit base map data in a web browser.

Technology:

Database: Oracle 10g.
Application Server: ArcSDE 9.1 for Oracle and ArcGIS Server 9.1
Client Application: IE 6. ASP.NET 1.1 written in VB.NET.
Scheduler: Windows service written in VB.NET.
Security: Netegrity Siteminder and LDAP.

LA Department of Transportation - Asset Locator Tool

Mr. Soheili developed a data processing tool for LA DOT that reads assets information and locates them on the map. The process was similar to a custom geocoding tool, but with more details and rules and also allows user to pick the right location for an asset.

Southern California Gas - Pipe Analysis Application

Mr. Soheili developed a tool for SoCal Gas that reads gas pipe information from a CAD file and verifies that it is connected properly. It also reads gas pipe attributes like the pipe number and size from the CAD file and converts them to geodatabase format with correct attributes. It connects pipelines automatically and makes them ready for a geometric network.

System Group - Management Information System (MIS)

Mr. Soheili was a member of a team that developed MIS, a total solution for midsize to large businesses. He used Select Enterprise CASE tools; Microsoft SQL Server and Delphi. It was a multi-tier application and worked based on Borland's Multi-Tier Distributed Application Services suite technology (MIDAS). The application contained more than 24 systems, including accounting, inventory control, order processing, sales, asset, manufacturing and production planning, preventive maintenance, human resources, payroll, and office automation.



YRCW - Linehaul Network Optimization System

Mr. Soheili was responsible for designing and developing a windows desktop application which can schedule and minimize the cost of transportation on the pickup/delivery lines for YRC Worldwide transportation network. YRCW is one of the largest transportation service providers in the world. Through its brands including Yellow Transportation, Roadway, Reimer Express, USF, New Penn and YRC Logistics, YRC- Worldwide provides a wide range of asset and non-asset-based transportation services. YRCW uses line haul network to transport freight on trucks, rail, air and ocean legs.

The database designed has over 50 tables plus feature classes for the base map. The most challenging part of this project was to design an architect that supports the size of the data, complexity of the business rules and perform the optimization and calculation efficiently. Although most optimization processes were done on the line haul network and regular database tables, map has a very important role in the user interface. It visualizes the line haul network, terminals and freight paths and allows user select or alter network element's attributes and location visually.

Technology:

Database: MS SQL Server and ArcSDE

Client Application: Windows Desktop application written in C#

Sempra Energy - Automated Meter Reading System

Mr. Soheili customized ArcMap and developed Automated Meter Reading System, AMIGO, for Sempra Energy. This system schedule and route Gas Meter Readers in Southern California Districts. It was written in VB and C++ and it uses Oracle Database with ArcSDE.

Sempra Energy - Automated Routing Tool

Mr. Soheili developed Automated Routing Tool, ART, for Sempra Energy. This application interfaces other application using Web Services in the client environment and gets the recurring and daily task. It assigns tasks to the technician based on their skills and finds the optimized daily route. This application was a custom application on the top of ArcMap and ArcIMS. It works with Oracle and interface legacy system with Web Services.

PB Farradyne - GIS Server Implementation

Mr. Soheili developed a peer-to-peer application that updates local geodatabase using messages coming from other peers. It is a windows service written in C++ with a Java Servlet interface. It interfaces ArcSDE using C API and connects to other peers with TCP/IP connection.

Sample iOS (iPAD and iPhone) GIS apps:

- 1) Hall & Foreman Map Viewer. This iPad app shows water, recycled water and sewer pipes on the map and allows search and identify features and shows CAD drawing and videos on the user device for the map features. It uses ESRI Runtime SDK for iOS.
- 2) Sempra Map Viewer: This iPad app shows the map served by internal ArcGIS Servers and allow user to query and identify Electric and Gas network on it. It supports redlining and sharing redlining with coworkers.
- 3) MDSK: Mobile Data Sharing Kit is a software development kit intended for mobile and desktop application developers. It provides easy to use development API facilitating application data sharing between iOS devices and desktop computers,



LIHONG ZHANG, E.I.T.
GIS Analyst / Programmer

Education & Registrations:

M.S. Watershed Management,
University of Arizona

B.S.C.E Water and Soil
Conservation, Norwest Forest
College, China

Professional Experience

Mr. Lihong Zhang has over sixteen (16) years of experience in GIS with a strong background in GIS programming, design and development of GIS application, data conversion, and GIS methodology research. He has participated in developing GIS application for sewer systems, hydrologic simulation, wildlife habitat analysis, integrated management and proofing system, and public works infrastructure.

Project Experience

Laguna Hills GIS Information Management System – Laguna Hills,

CA. Mr. Zhang served as programmer for this Server based and innovative GIS application. The application was developed on a modular basis and several different databases such as the City's Pavement Management System, Stormwater System, and Right of Way as-builts were programmed into various modules. Additionally, a set of planning tools such as Radius Map, Parcel Query and Identification, and a Work Order system were also developed within this single application giving City staff flexibility, speed, and efficiency in their daily work and interaction with residents of the City.

Citywide Pavement Management Program and GIS, Laguna Hills: Mr. Zhang served as programmer for this project. The specifics of the project consisted of determining the present condition status of the pavement network; producing a ranked list of streets, or segments of streets, by condition within the network; determining rehabilitation/maintenance needs of each street segment by year; determine an optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding; determining optimum annual budget levels for pavement maintenance for the current and the following seven years; predicting the future performance of the Cities pavement network and each individual street section; and development of the GIS link for the PMS. Additionally, a user-friendly GIS based PMS application that facilitated the use of PMS data and reports and linked ArcGIS and **Micro Paver** was developed and installed for the City.

METRO BICYCLE DEMAND MODEL, LOS ANGELES, CA Mr. Zhang served as Programmer for developing an LA County-wide bicycle travel demand model. This model use TeleAtlas street network as the base layer, use different method to simulate 5 bicycle path choices, and then develop aggregation model to simulate the bike usage for each segment of the network. Mr. Zhang's tasks included creating database, setting up network, building routing model, formulating choice set and generating input variables data using python.

South Coast Water District GIS Data Conversion – Laguna Beach, CA: This was a comprehensive GIS data conversion and application development project, including database design, data conversion, attribute data population, data migration, network creation, and customized ArcGIS application. As the GIS programmer, Mr. Zhang participated in all aspects of the projects. The specific tasks included obtaining all the atlas sheet and As-Built map; digitize water system and sewer system, use the most efficient way to populate and transfer attributes to all related layer, using special self-developed tool to QA/QC the work, create network for flow tracing. Finally develop ArcGIS application for convenient data access.

Irvine Ranch Water District Stormwater GIS – Irvine, CA: Mr. Zhang's responsibilities included data conversion, digitizing, and attribute data population. Specific tasks included obtaining all the maps for the Irvine Ranch Water District as well as the Los Alisos Water District, scanning them and placing them into SPC NAD83 using the coordinate tics provided on each sheet and then proceeding to digitize the entire major drainage facilities within each drainage area.



GIS Wastewater Data Conversion – Montebello, CA: Mr. Zhang was the GIS Manager for sewer system database design and creation, system digitizing, attribute extraction, conductivity check, and water consumption address matching for the above mentioned projects. In order to improve work efficiency, a special tool set was also developed, which included auto assign manhole ID, auto digitizing lateral, upstream flow tracing, downstream flow tracing, and connectivity checks. In addition, user friendly used applications were also developed for each project for custom convenient data access, data query, and flow tracing.

GIS Wastewater Data Conversion – La Puente, CA: Mr. Zhang was the GIS Manager for sewer system database design and creation, system digitizing, attribute extraction, connectivity check, and water consumption address matching for the above mentioned projects. In order to improve work efficiency, a special tool set was also developed, which included auto assign manhole ID, auto digitizing lateral, upstream flow tracing, downstream flow tracing, and connectivity checks. In addition, user friendly used applications were also developed for each project for custom convenient data access, data query, and flow tracing.

GIS Wastewater Data Conversion – Bell Gardens, CA: Mr. Zhang was the GIS Manager for sewer system database design and creation, system digitizing, attribute extraction, connectivity check, and water consumption address matching for the above mentioned projects. In order to improve work efficiency, a special tool set was also developed, which included auto assign manhole ID, auto digitizing lateral, upstream flow tracing, downstream flow tracing, and connectivity checks. In addition, user friendly used applications were also developed for each project for custom convenient data access, data query, and flow tracing.



SECTION F: SCOPE OF WORK

The following table summarizes our scope of work:

Table 1
Scope of Work Summary by Task

Task #	Title	Description	Personnel Time Commitment (%)
1	GIS Server Deployment	HFI will, on an ongoing and annual basis configure the City's current ArcGIS server, including any available ArcGIS upgrades, to enable the organization to access and manipulate the City's GIS data. This would entail configuring the necessary accounts, permissions, and directories for the ArcGIS server. The goal of The City is to enable selected employees to have access to GIS data on the ArcGIS server as well as create of edit data and publish services from their desktop PCs.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
2	SCAG Data	HFI Team will transfer a copy of the SCAG available data and layers (Existing Land Use layer and Existing General Plan and Zoning layers) from the stand alone PC to the City's GIS Server. HFI will Troubleshoot and resolve discrepancies between the SCAG data base, the City data and the County parcel data base.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
3	Automate Installation of the Property Ownership Data	The HFI Team has performed similar services for Sempra Energy and is also very familiar with this task which involves creating an application to automate the installation of the monthly property ownership data updates as provided by CoreLogic. Additionally, the City would like to: a. Resolve data mismatches and missing data between the County parcel data and the CoreLogic data such that every parcel in the City includes current ownership data. b. Resolve data mismatched between the SCAG provided GIS parcel data and the CoreLogic data. c. Provide alternative	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100



		sources for cost effective monthly property ownership data updates.	
4	Scan & Geocode Improvement Plan Sheets & Create Application	HFI will Scan and geocode approximately 500 improvement plan sheets (24"x36"), add the sheets to an existing "inactive" data layer. This layer will then be "activated" and incorporated into the City's web based GIS application. The HFI Team will troubleshoot and resolved data inconsistencies.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
5	Scan & Geocode Corner Record Sheets & Create Application	HFI will scan and geocode approximately 225 Corner Record Sheets (8.5"x11" - two sheets per record), add the sheets to an existing "inactive" data layer , activate the Bench Mark and Centerline Tie layer including any geocoding required, and create the tools to allow City staff to update this data layer as needed. The HFI Team will troubleshoot and resolved data inconsistencies.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
6	Activate Other "Inactive" Data Layers & Create Application	HFI Team will work with the City staff to identify and Activate any other existing "inactive" data layers including the Storm Drain Plans, and adding them to the GIS App.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
7	Enhance MicroPaver Data Application	HFI Team will work with the City staff to enhance the MicroPaver data layer for pavement conditions to include additional data sets to be accessed from the independent MicroPaver Access data base.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
8	Enhance the Tree Inventory Data Layer and Develop Application	HFI Team will work with the City staff to enhance the Tree Inventory data layer by developing and implementing an application that connects with the offsite and independent West Coast Arborists GIS system for current uploads of data sets.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
9	Establish A City Owned Property Layer & Create Application	HFI Team will work with the City staff to establish a City Owned Property data layer, upload City provided map in .dwg format, scan and geocode City provided documents of approximately 15 additional hard copy property transaction records (deeds or resolutions of multiple	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100



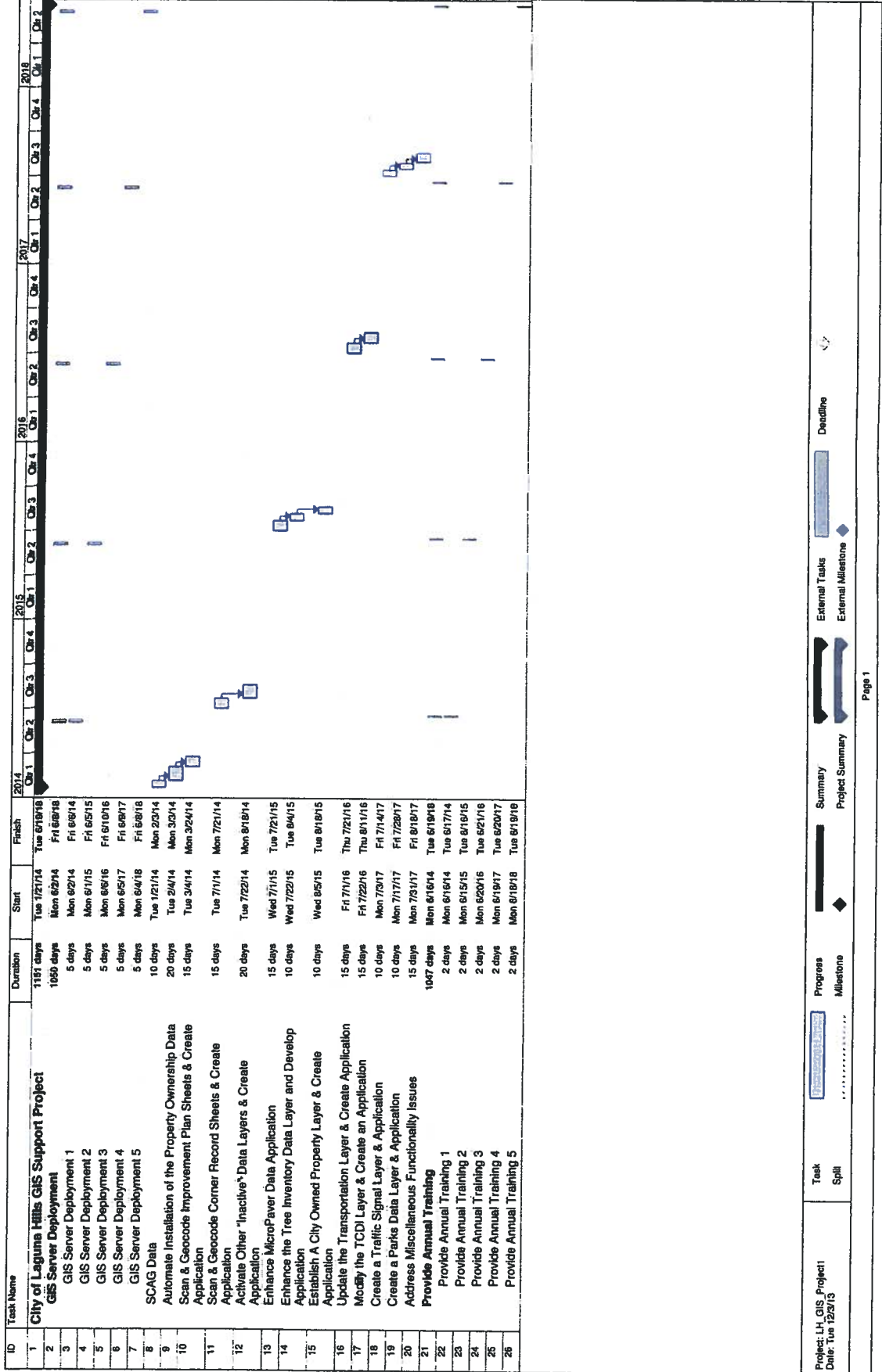
		pages), and create the tools to allow City staff to update this data layer as needed.	
10	Update the Transportation Layer & Create Application	HFI Team will update the Transportation Layer to change street names, e.g. Pacific Park Drive = Oso Parkway, and create the tools to allow staff to make these changes as needed.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
11	Modify the TCDI Layer & Create an Application	HFI Team will modify the Traffic Control Devices Inventory (TCDI) data layer to correct sign location errors and lane line misalignments, activate the layer to provide data records and provide an application for the GIS layer to access the independent "TCDI Access Data Base" for current data information. Troubleshoot and resolve any data inconsistencies.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
12	Create a Traffic Signal Layer & Application	HFI Team will create a Traffic Signal data layer for 43 traffic signal locations and create accessible data tables, allowing queries of individual and combined information, of City provided data of the equipment located at each signal location. We will also create the tools to allow staff to update the data sets and to add photographs.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
13	Create a Parks Data Layer & Application	HFI Team will create a Parks data layer and create accessible data tables, allowing queries of individual and combined information of City provided data of the facilities and materials located at each park location. Create the tools to allow staff to update the data sets and to add photographs.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100
14	Address Miscellaneous Functionality Issues	HFI Team will address miscellaneous functionality issues including to add a scales on the bottom left corner of the interface, enlarge the scale bar in the Map Export Page, allow an option to set a scale, add the capability to search for public streets with no addresses, e.g. Appaloosa Place, Vista Viejo, Commerce Center Drive, modify the radius map tool for accurate measurements, add the capability to rotate shapes in the redlining tool, add the capability to modify font scale with map scale and print functions and add the capability to modify parcel lines to align with aerial	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100



		photography.	
15	Provide Annual Training	HFI Team will provide eight hours of staff group or individual training sessions per year.	PM - 100 LGP/TA - 100 GA/GP - 100 CL - 100

Personnel Legend
PM - Project Manager
LGP/TA - Lead GIS Programmer/Technical Architect
GA/GP - GIS Analyst/Programmer
CL - Clerical

SECTION G: SCHEDULE



140193.0000



SECTION H: STATEMENT OF ACCEPTANCE



December 4, 2013

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

Subject: Statement of Acceptance of the Professional Services Agreement, Including Insurance Requirements

Hall & Foreman, Inc., has reviewed the Professional Services Agreement and the insurance requirements that were attached to the City's RFP for Geographic Information System Technical Support dated November 6, 2013. We are willing to execute the Agreement if we are selected to perform the project.

Yazdan T. Emrani, P.E.,
Sr. Vice President / Principal

Tustin 17782 17 th Street, Suite 200 Tustin, CA 92780-1917 Tel 714 665.4500 • Fax 714 665.4501	Los Angeles 811 Wilshire Blvd., Suite 1450 Los Angeles, CA 90017-2606 Tel 213.785.7887	Santa Clara 25152 Springfield Court, Suite 350 Santa Clara, CA 91755-1098 Tel 661.284.7400 • Fax 661.284.7401	Temecula 41951 Remington Avenue, Suite 130 Temecula, CA 92590-2553 Tel 951.294.9300 • Fax 951.294.9301	Victorville 14297 Cajon Avenue, Suite 101 Victorville, CA 92392-2133 Tel 760.524.9100 • Fax 760.524.9101
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SECTION I: WARRANTY REGARDING NON-DISCRIMINATION



December 4, 2013

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

Subject: City of Laguna Hills Certification of Non-Discrimination

I hereby certify on behalf of Hall & Foreman, Inc. that all persons employed by Hall & Foreman, Inc. are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil rights Act of 1964, the Unruh Civil rights Acts, and the Americans With Disabilities Act.

Name and Title: Yazdan T. Emrani, P.E., Sr. Vice President / Principal

Signature: 

Date: December 4, 2013

Tustin 17782 17 th Street, Suite 200 Tustin, CA 92780-1947 Tel 714 665-4500 • Fax 714 665-4501	Los Angeles 811 Wilshire Blvd., Suite 1450 Los Angeles, CA 90017-2606 Tel 213-785-7887	Santa Clara 25152 Springfield Court, Suite 350 Santa Clara, CA 91355-1056 Tel 661 284 7400 • Fax 661 284 7401	Temecula 41951 Remington Avenue, Suite 130 Temecula, CA 92590-2553 Tel 951 294 9300 • 951 294 9301	Victorville 14297 Cajon Avenue, Suite 101 Victorville, CA 92392-2335 Tel 760 524 9100 • 760 524 9101
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SECTION J: CERTIFICATE OF FINANCIAL DISCLOSURE



Engineering • Planning • Surveying

December 4, 2013

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

Subject: City of Laguna Hills Certification of Employment Relationships and Financial Interests

Hall & Foreman, Inc., does not have employment relationships with City Officials or City Employees.

City Officials or City Employees do not have financial interests in Hall & Foreman, Inc.

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

Signed this 4th day of December, 2013, at Tustin, California.

Name and Title: Yazdan T. Emrani, P.E., Sr. Vice President / Principal

Signature: 

Tustin
17782 17th Street, Suite 200
Tustin, CA 92780-1947
Tel 714 665 4500 • Fax 714 665 4501

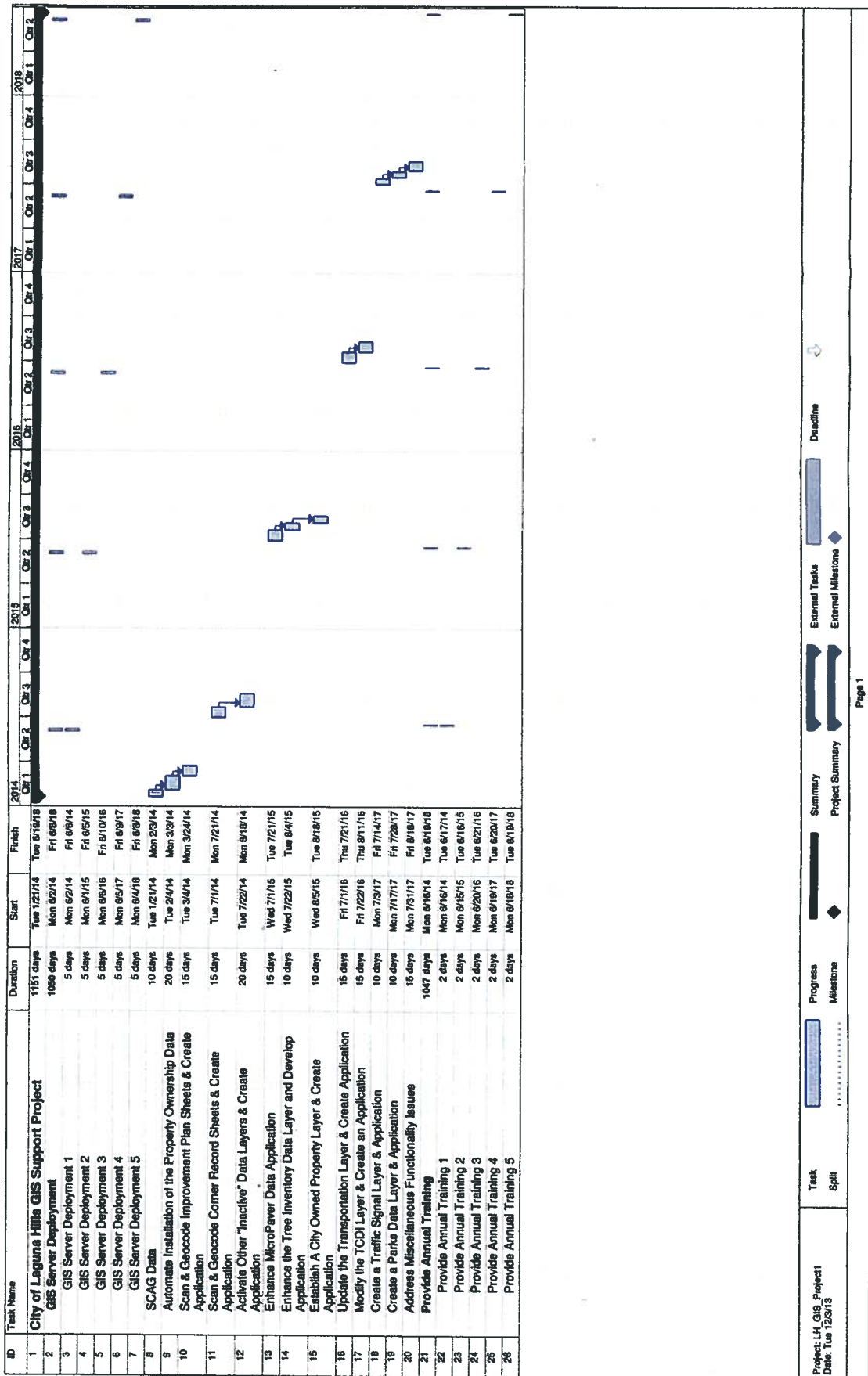
Los Angeles
811 Wilshire Blvd., Suite 1450
Los Angeles, CA 90017-2606
Tel 213 785 7887

Santa Clarita
25152 Springfield Court, Suite 350
Santa Clarita, CA 91355-1096
Tel 661 284 7400 • Fax 661 284 7401

Temecula
41951 Remington Avenue, Suite 130
Temecula, CA 92590-2553
Tel 951 294 9300 • Fax 951 294 9301

Victorville
14297 Cajon Avenue, Suite 101
Victorville, CA 92392-2335
Tel 760 524 9100 • Fax 760 524 9101

SECTION G: SCHEDULE



140193.0000

EXHIBIT “B”

SCHEDULE OF COMPENSATION/ PROFESSIONAL FEES

CITY OF LAGUNA HILLS
GEOGRAPHIC INFORMATION SYSTEM SUPPORT
COST ESTIMATE

TASK No.	TASK DESCRIPTION	PM	LGP/TA	GA/GP	CL	Total Hours	Total Cost	Recommended Phasing
		\$ 195	\$ 120	\$ 100	\$ 60			
1	Address Miscellaneous Functionality Issues	4	32	16		52	6,220	Phase I
2	SCAG Data	2	8	6		16	1,950	Phase I
3	Automate Installation of the Property Ownership Data	4	22	8		34	4,220	Phase I
4	Update the Transportation Layer & Create Application	4	20	32	6	62	6,740	Phase II
5	Activate Other "Inactive" Data Layers & Create Application	6	26	16		48	5,890	Phase II
6	Enhance the Tree Inventory Data Layer and Develop Application	4	16	6		26	3,300	Phase III
7	Enhance MicroPaver Data Application	8	12	20		40	5,000	Phase III
8	Establish A City Owned Property Layer & Create Application	4	24	14		42	5,060	Phase III
9	Scan & Geocode Improvement Plan Sheets & Create Application	6	28	14	20	68	7,130	Phase IV
10	Scan & Geocode Corner Record Sheets & Create Application	6	32	16	12	66	7,330	Phase IV
11	Modify the TCDI Layer & Create an Application	4	18	32	6	60	6,500	Phase V
12	Create a Traffic Signal Layer & Application	2	18	9	4	33	3,690	Phase V
13	Create a Parks Data Layer & Application	2	18	9		29	3,450	Phase V
14	GIS Server Deployment (Assuming 4 hours/month)	2	48			50	6,150	Annually
15	Provide Annual Training	8	2	2	8	20	2,480	Annually
	TOTALS 1/	65	324	200	56	648	-	



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: FEBRUARY 11, 2014

TO: CITY COUNCIL

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

**ISSUE: ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR
COMMUNITY CENTER BUILDING REFURBISHMENT, CIP NO. 513A**

**RECOMMENDATION: THAT THE CITY COUNCIL ACCEPT THE COMMUNITY
CENTER BUILDING REFURBISHMENT PROJECT, CIP NO. 513A, AS COMPLETE,
AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND RELEASE OF
RETENTION IN 35 DAYS IF NO LIENS HAVE BEEN FILED.**

SUMMARY:

The Community Center Refurbishment was initiated in December 2012 by Nick Stavrianopoulos Construction and Painting and consisted of painting the exterior and interior of the building, replacing all carpeting, replacing all wall paper, adding corner guards and replacing the capstones on the exterior wall around the building. The work was primarily completed in May 2013 but is only now ready for acceptance as minor corrective work required of the contractor had not been fully completed until this time. The work is now acceptable and the filing of a Notice of Completion is recommended.

BACKGROUND:

The Community Center Building Refurbishment project, CIP No. 513A, has been completed by the contractor, Nick Stavrianopoulos Construction and Painting. The work was primarily completed in May 2013 with minor corrective work only recently being completed. The previous progress payments, one through four in the amount of \$178,947.58, compensated the contractor to 95% of the value of the work with the City retaining the 5% balance until satisfactory work completion. It is now appropriate to accept the work as complete and authorize the filing of the attached Notice of Completion.

Community Center Building Refurbishment – Notice of Completion

Page 2

February 11, 2014

FISCAL IMPACT:

Funding for this project was included in the FY 2012-13 Capital Improvement Program Budget with the 5% retention, \$9,418.30, being held in trust.

ATTACHMENTS:

- Notice of Completion

Recording Requested by and
When Recorded Mail to:

Peggy J. Johns, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on February 11, 2014.

Description of Improvements

COMMUNITY CENTER BUILDING REFURBISHMENT

CIP NO. 513A: Work consists of wall repairs in various rooms, repainting inside and out, installation of corner protectors on all interior corners, replacing carpeting throughout the building, replacing wall paper and partition fabric in the Heritage room, and replacing concrete wall caps adjacent to the building.

General Location

25555 Alicia Parkway
Laguna Hills, CA 92653

Owner of Property Address

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

Contractor

Mr. Nick Stavrianopoulos
Nick Stavrianopoulos Construction and Painting
4 Macomber Road
Danville, CA 94526

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

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

Dated:

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

3.5 ON-STREET PARKING ON STOCKPORT STREET

Mayor Blount removed this item from the Consent Calendar to allow for public input and discussion on this item.

Mike Sanders, Laguna Hills, spoke in favor of the additional parking on Stockport Street.

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-01-28-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING NO STOPPING ANYTIME ZONES ON PORTIONS OF STOCKPORT STREET, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.

APPROVED BY A VOTE OF 3-1-1, (COUNCIL MEMBER BRESSETTE VOTING NO, MAYOR PRO TEMPORE GILBERT ABSENT).

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:45 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Agency Member Bressette, Agency Member Carruth, and Agency Member Kogerman

Absent: Vice Chair Gilbert

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR JANUARY 14, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE JANUARY 14, 2014, REGULAR MEETING, BY M/AGENCY MEMBER KOGERMAN, S/AGENCY MEMBER BRESSETTE.

APPROVED BY A VOTE OF 3-0-1-1 (AGENCY MEMBER CARRUTH ABSTAINED, VICE CHAIR GILBERT ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council meeting at 7:54 PM. All Council Members were present, with the exception of Vice Chair Gilbert.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 CITY APPLICATION FOR FY 2014/2015 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE FLORENCE SYLVESTER SENIOR CENTER

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

THE CITY COUNCIL CONFIRMED STAFF'S SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR PUBLIC FACILITIES AND IMPROVEMENTS FOR THE 2014/2015 FISCAL YEAR, BY M/COUNCIL MEMBER BRESSETTE, S/COUNCIL MEMBER CARRUTH. APPROVED BY A VOTE OF 4-0-1 (MAYOR PRO TEMPORE GILBERT ABSENT).

6. ADMINISTRATIVE REPORTS

6.1 City Manager

The City Manager made no reports.

6.2 Deputy City Manager/Community Services

6.2.1 HOLIDAY AND PATRIOTIC BANNER PROGRAM RECOMMENDATIONS FROM THE PARKS AND RECREATION COMMISSION

Karen Robbins, Laguna Hills, spoke in favor of the Holiday and Patriotic Banner Program honoring the 25 fallen 3/5 Battalion Marines and agreed that the shortened display time would have the greatest impact in the community.

Mike Bland, Laguna Hills, spoke in favor of the Patriotic Banners, and supported the use of the official military picture as opposed to a family picture. He also stated that Team Dark Horse Committee will pay for the banners and installation costs.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: CHAIR AND AGENCY MEMBERS

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

ISSUE: SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, AND VARIANCE NO. 11-13-2737, A REQUEST BY LYNN RICE ON BEHALF OF WILLIAM JORDAN ASSOCIATES TO AMEND THE MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 23046 AVENIDA DE LA CARLOTA IN THE (MXU) MIXED USE ZONING DISTRICT

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, AND VARIANCE NO. 11-13-2737; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, AND VARIANCE NO. 11-13-2737, A REQUEST BY LYNN RICE ON BEHALF OF WILLIAM JORDAN ASSOCIATES TO AMEND THE MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 23046 AVENIDA DE LA CARLOTA IN THE (MXU) MIXED USE ZONING DISTRICT."

SUMMARY:

The Applicant, Lynn Rice on behalf of William Jordan Associates, is requesting approval to amend the Master Sign program for the seven story office building commonly known as "Spectrum Tower," located at 23046 Avenida De La Carlota in the City's Mixed Use (MXU) zoning district. The Applicant's request is directed solely at the height at which secondary tenant signs are permitted to be mounted to the building. Whereas the Master Sign Program currently allows secondary tenant identification signs to be mounted between the third and fourth floors of the building, the proposed Master Sign Program amendment would allow secondary tenant signs between the fifth and sixth floors. A variance is required to facilitate this request since the Applicant is requesting to deviate from the Development Code's ("Code") height requirements for secondary tenant signs on multi-story buildings.

Staff has reviewed the Applicant's proposal and found that it is consistent with the General Plan's goals and strategies, and with the Code, subject to approval of the requested variance. Staff has also reviewed this project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is exempt from environmental review pursuant to a Class 1, Existing Facilities Exemption (Section 15301 of Title 14, Chapter 3 of the California Code of Regulations), which exempts projects that consist of the licensing, permitting, leasing, or minor alteration of an existing structure. Conditions of approval have been added to ensure that this project will not result in any significant and adverse impacts to the public health, safety, and general welfare. Therefore, staff is recommending approval of SDP/MSP/VA-11-13-2737.

BACKGROUND:

The Spectrum Tower building was permitted by the County in 1980 through Use Permit 80-103P and Site Plan 80-100P as a seven story, 118 foot tall office building. The property is located to the southeast of the Avenida De La Carlota and Lake Forest Drive intersection and adjacent to the I-5 Freeway in the City's Mixed Use zone. The master sign program for the building was developed in 2003 and has been amended several times over the years, most recently in 2010. Citizens Business Bank is the only tenant that currently has signage facing the freeway, and as the primary tenant of the building, their tenant identification sign is located at the top of the building.



PROJECT DESCRIPTION & ANALYSIS:

The Applicant is seeking a Variance from Sections 9-42-080(c) and 9-42.230 of the City's sign regulations that deal with the height and location of wall signs on multiple story buildings. Depending on the circumstances, wall signs could be limited to either the second or third floors of a building. The Applicant has recently entered into a long-term lease to occupy the building, and is seeking to add a tenant identification sign on the freeway side of the building to increase their visibility and to potentially attract walk-in customers for the financial planning services they provide. The approved master sign program for the building allows for a "secondary" tenant to place a sign on the freeway side, but limits the elevation at which it can be placed to between the third and fourth floors.

The Applicant is requesting approval to amend the master sign program to allow for secondary tenant identification signs to be mounted between the fifth and sixth floors of the building in order to increase the effectiveness of signs facing the freeway. In order to deviate from the City's standards for wall sign locations prescribed by Section 9-42-080(c) and 9-42.230 of the Municipal Code, the Applicant is able to request variance approval from the Planning Agency in accordance with Section 9-42.140. A photo rendering of what a sign would look like if placed at the requested height is included as **Attachment 4**.

Approval of a variance is based upon a review of special circumstances applicable to the property (such as size, shape, topography, surroundings, etc.) that create a hardship where strict application of the Code deprives the property owner of privileges enjoyed by other properties. One such circumstance occurs at the north end of the Spectrum Tower property, where Lake Forest Drive slopes upward for the length of the property towards a freeway overpass before continuing into Lake Forest. The change in elevation from the Avenida De La Carlota/Lake Forest intersection to the overpass is approximately 30 feet, which diminishes the effectiveness of a sign mounted between the third and fourth floor of the building. For comparison, the four-story office building known as Oakbrook Plaza (24422 Avenida De La Carlota) is also located adjacent to the freeway and shares a similar topographic condition, but only experiences an elevation change of approximately 10 feet. This minor elevation change does not affect the visibility of signs mounted between the third and fourth floors of the building. Without the requested variance, the Spectrum Tower property would be deprived of nominal rights other properties, such as Oakbrook Plaza, enjoy because they do not maintain a similar topographic condition. Therefore, staff believes the Applicant's request for a variance is warranted.

PUBLIC COMMENT:

A total of 29 public hearing notices were mailed to surrounding property owners within a 300' radius of the subject site. To date, no comments have been received.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15301 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities). A Class 1 categorical exemption applies to projects that consist of the licensing, permitting, leasing, or minor alterations to an existing structure.

CONCLUSION:

The proposed project will allow the Applicant to install a tenant identification sign at a higher elevation on the Spectrum Tower building due to a unique topographic condition that would otherwise diminish the effectiveness of a sign placed at a lower elevation. Additionally, none of the design criteria would be modified as part of this project, so the Spectrum Tower building will continue to maintain a unified sign aesthetic. Finally, staff has determined that this project is in compliance with all other requirements of the Development Code and General Plan, so approval of SDP/MSP/VA-11-13-2737 is warranted.

ATTACHMENTS:

1. Resolution of Approval
2. Letter of Justification submitted by the Applicant
3. Current and revised master sign program pages
4. North elevation photo rendering

SDP/MSP/VA-11-13-2737

Attachment #1

Resolution of Approval



RESOLUTION NO. PA2014-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, AND VARIANCE NO. 11-13-2737, A REQUEST BY LYNN RICE ON BEHALF OF WILLIAM JORDAN ASSOCIATES TO AMEND THE MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 23046 AVENIDA DE LA CARLOTA IN THE (MXU) MIXED USE ZONING DISTRICT.

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

WHEREAS, an application for Site Development Permit (SDP), Master Sign Program (MSP), and Variance (VA) No. 11-13-2737 has been received from Lynn Rice on behalf of William Jordan Associates (collectively referred to as the "Applicant") to amend the master sign program for the building located at 23046 Avenida De La Carlota in the (MXU) Mixed Use zoning district; and

WHEREAS, SDP/MSP/VA-11-13-2737 is hereby found to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with the Class 1, Existing Facilities exemption, Section 15301 of Title 14, Chapter 3 of the California Code of Regulations, since the project involves permitting, leasing, and minor alteration of an existing structure; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a public hearing held on February 11, 2014.

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

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

SECTION 2. That the required findings by the City for approval of SDP/MSP/VA-11-13-2737 have been met and made as follows:

Site Development Permit & Master Sign Program:

1. That the site design complies with standards of the Development Code:

The Spectrum Tower building was developed under County jurisdiction in compliance with the applicable zoning and development standards of the time. The design criteria for signs described in the property's master sign program will not change as a result of this project, though the allowable height for secondary tenant identification signs will be

increased to between the fifth and sixth floors subject to approval of a variance from the standards of Sections 9-42-080(c) and 9-42.230 of the Development Code. All other design criteria outlined in Section 9-42 of the City's Development Code have been met.

2. That the site is suitable for the proposed development:

The project site is an existing seven-story office building situated close to the I-5 Freeway where signs on its northern elevation will be visible. The building currently has a primary tenant identification sign for Citizens Business Bank mounted on the top floor, below the roofline and has previously had secondary tenant identification signs mounted between the third and fourth floors. The Applicant's proposal would allow secondary tenant identification signs to be mounted between the fifth and sixth floors, but no modifications to the building are necessary to accommodate this change. Therefore, the subject site is suitable for the proposed project.

3. That the project is consistent with the General Plan and applicable design guidelines:

The General Plan designation for the project site is Mixed Use, which seeks to "provide for areas where a variety of goods and services can be obtained within an overall planned environment." The proposed master sign program amendment will help the Applicant advertise their business and the services they offer. The intent of the General Plan is implemented by the City's Development Code, which contains design guidelines for signs addressing size, location, proportionality, and height. Approval of this master sign program amendment will not affect any of these criteria as they relate to secondary tenant identification signs with the exception of height. To deviate from the Code's height standard, a variance is being requested pursuant to Section 9-42.140. Outside of this request, the proposed master sign program is consistent with the General Plan and applicable design guidelines.

4. That the site design and structural components are appropriate for the site and function of the proposed uses:

The proposed master sign program amendment does not include changes to the existing site design. Additionally, no changes to structural components of the building are necessary to accommodate the proposed change in height

for secondary tenant signs. Therefore, the site design and structural components are appropriate for the proposed master sign program amendment.

5. That the design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program:

The Development Code limits the height of signage on multi-story buildings pursuant to no higher than three stories pursuant to Sections 9-42-080(c) and 9-42.230 of the Development Code. The Applicant is requesting a deviation from the requirements through the variance procedure allowed in Section 9-42.140 of the Development Code. All other sign criteria required by the Development Code have been satisfied in the proposed sign program amendment.

6. That the sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

The proposed sign program amendment will not alter the design criteria described in the master sign program for secondary tenant identification signs. All future signs are therefore expected to be compatible with the existing signs on the building. The proposed amendment will allow secondary tenant identification signs to be mounted at a higher elevation (between the fifth and sixth floor) on the building, but they will remain below the elevation allowed for primary tenant identification signs in order to maintain the visual hierarchy of signage on the building. The existing landscaping at the property will be unaffected.

Variance:

1. The strict application of the Development Code deprives the property owner of privileges enjoyed by other property owners in the vicinity and under the identical zoning classification because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location, or surroundings in that:

The subject property is a relatively flat site located next to a major street and freeway that increases in elevation approximately 30 feet across the length of the northern end of the property. The Development Code's requirements for multi-story building signage limit their height to the third story ceiling height and below, which means they are typically mounted between 30-40 feet from grade. As a result of the

described topographical conditions, the effectiveness of signs mounted to the building's third story is diminished. Staff surveyed the area and found a property with similar conditions at 24422 Avenida De La Carlota (Oakbrook Plaza), but this property only experiences an elevation increase of approximately 10 feet. As a result, signs mounted to the third story of this building are generally effective.

2. That the grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstance in the same zoning district in that:

The subject property maintains a unique topography that limits the effectiveness of any sign mounted below the third story of the building. The proposed variance will provide relief from the City's zoning standards by allowing secondary tenant identification signs to be mounted higher on the building. Without the variance, the subject property would be deprived of nominal rights other properties enjoy because they do not maintain a similar topographical condition. Therefore, the proposed variance would not constitute the granting of a special privilege.

3. The variance is granted upon hardship and not convenience in that:

The topographical condition on the north end of the property, where Lake Forest Drive and the I-5 Freeway increase approximately 30 feet in elevation, represents a hardship on the property that other properties in the area do not have to contend with. As a result of this condition, signs mounted on the third floor of the building do not have the same effectiveness that signs on a similar building without the same topographical condition would enjoy.

4. The grant of a variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity in that:

The granting of this variance will allow secondary tenant identification signs to be mounted at a higher elevation on the Spectrum Tower building. This change will not be detrimental to the public health, safety or welfare of the community and conditions of approval have been added to ensure all future signs will be built and installed in accordance with the requirements of the California Building Code.

5. The variance does not grant a use not permitted by the zoning district in that:

The subject property is located in the Mixed Use zone where commercial signs are permitted on buildings subject to the Development Code's design standards and the approved master sign program for the property. Therefore, the variance does not grant a use that is not permitted by the zoning district.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Site Development Permit, Master Sign Program, and Variance No. 11-13-2737 subject to the following Conditions of Approval:

Standard Conditions

1. The following Conditions of Approval shall be binding on and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project Applicant, Lynn Rice on behalf of William Jordan Associates, the owner(s) and tenants(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in these Conditions of Approval, it shall collectively refer to the Site Development Permit, Master Sign Program, and Variance approved by the City of Laguna Hills Planning Agency pursuant to Site Development Permit, Master Sign Program, and Variance No. 11-13-2737.
3. This Permit constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or finding as to compliance of the project with any other applicable ordinance, regulation, or requirement.
4. Failure to abide by and faithfully comply with any and all Conditions of Approval by the Applicant shall constitute grounds for the modification or revocation of this Permit.
5. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory,

administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

6. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation or other exaction imposed on this Permit has begun.
7. This Permit shall not become effective unless and until the Applicant provides written acknowledgment to the Community Development Director that they have received a copy of, and accepted these conditions of approval. The signed acknowledgment and approval must be provided to the City within 14 days of final approval of this Permit.
8. The Applicant is responsible for paying all charges related to the processing of this Permit within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this Permit.
9. This Permit is valid for a period of two years from the date of final determination. If the project approved by this Permit is not established within such a period of time, this approval shall be terminated and shall be null and void.

Planning

10. Prior to occupancy, the Applicant shall apply for and obtain a Certificate of Use and Occupancy that has been reviewed and approved by the Community Development Director.

11. Except as provided by this permit, all signs shall comply with Chapter 9-42 of the Laguna Hills Municipal Code and shall be maintained to prevent deterioration and disrepair.

Building

12. The Applicant shall be responsible for ensuring applicable building permits are obtained as required by Section 105 of the 2010 California Building Code (see work exempt from permits) prior to commencement of any work for which a permit is required.

Public Services

No comments.

Police Services

No comments.

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PASSED, APPROVED, AND ADOPTED this 11th day of February 2014.

ANDREW BLOUNT, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2014- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 11th day of February, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a sun rising over hills in the background. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and the year "1991" is at the bottom.

SDP/MSP/VA-11-13-2737
Attachment #2

Letter of Justification submitted by the Applicant

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

December 20, 2013

Dear Planning Agency:

William Jordan Associates has committed to a ten (10) year lease located at 23046 Avenida De La Carlota, Suite 150, with secondary signage on the exterior of the building. Occupying the first floor office suite provides exposure to walk in traffic and we would like to improve our exposure to street traffic. Our Company offers financial planning and private money lending. With the ongoing advertising support of Rob Merritt's televised and print media with William Jordan as well as Laguna Woods Mayor Bob Ring's connections in the community, William Jordan is becoming a recognized name in Laguna Hills and the surrounding cities. This location has heavy foot traffic on a daily basis from both tenants and clients. It is our expectation that we will have walk-ins resulting from our signage both interior and exterior.

Our approved signage location is appreciated; however, we are trying to maximize our exposure to the multitude of commuters that travel the 5 freeway. Our sign will compliment the Citizens Bank sign displaying illuminated channel letters, Face Color White and Return will be Black. Our sign will look professional and inviting for the duration of our lease. I have attached a copy of the renderings for your review. The sign creativity has to appeal to the commuter on the road and capture their vision in the split second they look at our sign. We believe with our signage raised two floors we can accomplish this and still remain on the lower tier below Citizens Bank. We are building a relationship with Citizens Bank and hope to be a valuable resource for each other. We understand Citizens Bank is the primary tenant with top of the building signage; our request would be two floors below their signage. The visual hierarchy will clearly establish Citizens Bank securing the primary sign location and William Jordan the secondary. The creativity is designed to be used as a resourceful marketing tool and the location is instrumental to this component. The sign compatibility will enhance the surrounding architecture and surrounding area as the name we place on the exterior building will be present for the next 10 years.

William Jordan Associates is asking the Planning Agency for a review of a variance and master sign program amendment. The visibility between the third and fourth floor is greatly reduced because of the freeway elevation sloping upward and Spectrum Towers being on a lower elevation. Signage between the fifth and sixth floor will greatly enhance our visibility to all freeway travelers and still maintain the hierarchy of tenant signage location.

We are reaching out to the City to understand our passionate request to raise the exterior signage two floors higher. William Jordan Associates would appreciate your consideration in modifying and approving the requested changes to the current Planned Sign Program. The current Planned Sign Program is located between the third and fourth floors. To maximize our exposure to street traffic we are requesting to amend the Planned Sign Program by raising our exterior signage between the Fifth and Sixth floor.

We appreciate your consideration to this very important request.

Sincerely,

Lynn Rice
Operations Manager

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

SDP/MSP/VA-11-13-2737
Attachment #3

Current and revised master sign program pages

Sign Type - Item 2: Secondary Tenants

This sign type is provided for on building business identification and shall occur between the third and fourth floors of the building, as shown on the building elevations page. The copy shall be limited to company name in project or corporation letter style. This sign is made up of individual illuminated channel letters (reverse channel is not allowed). Letters to be fabricated from aluminum or stainless steel with acrylic faces. For location, see page 6 and 7.

Secondary Tenants (Between 3rd & 4th floors):

Maximum Size.....	150 square feet
Maximum Logo Height.....	28 inches tall
Maximum Letter Height.....	28 inches tall
Maximum Length.....	64'-3" freeway elevation, 56'-0" West & Southeast elevations
Face Color.....	White
Return (side) Color.....	Black

Sign Type - Item 3: Existing Tenant Monument Sign

This sign type is provided for business identification. It's purpose is to attract future tenants as a marketing concession. It may be used for one name or evenly divided for 3 names. For locations see page 6 and for details see page 9

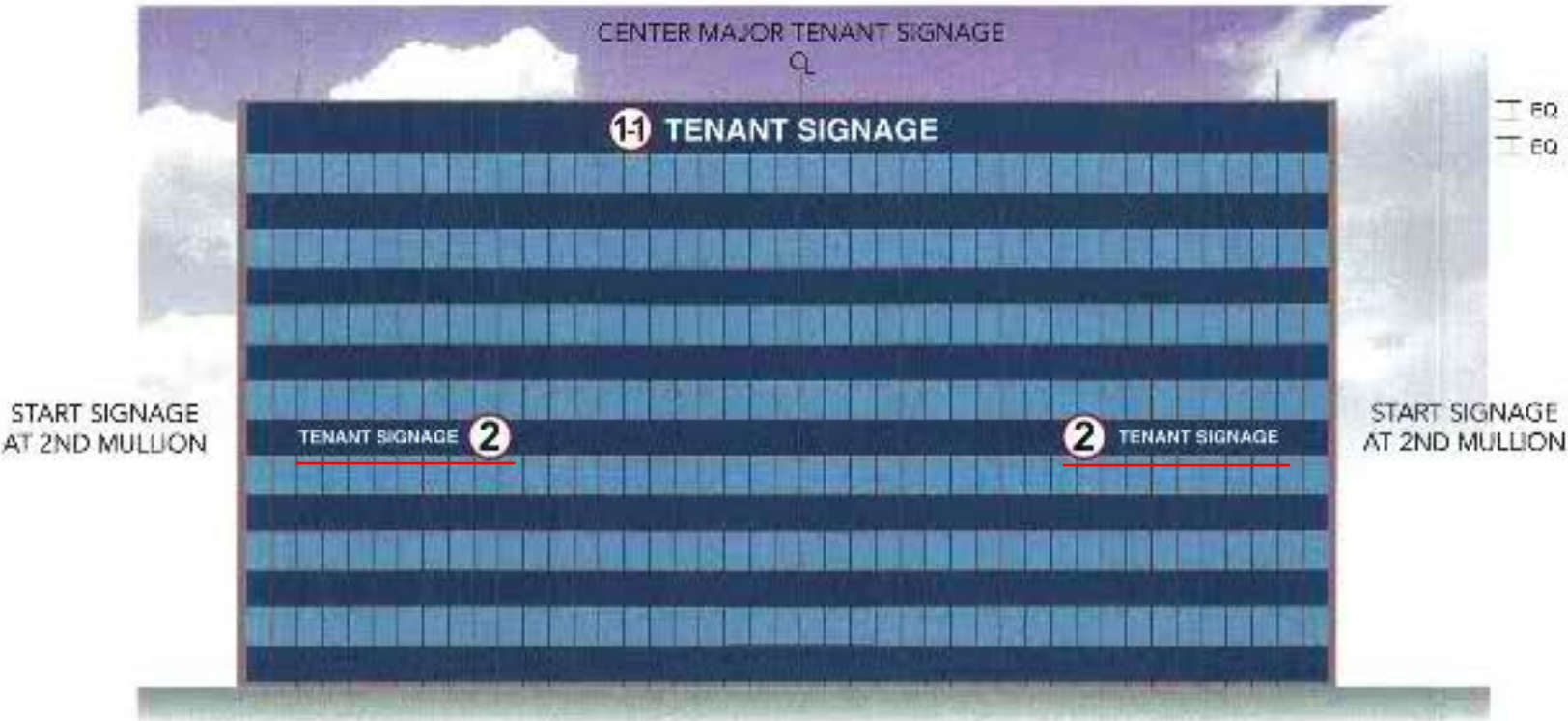
Sign Type - Item 4: Existing Marketing Sign

This sign type is provided for business identification of the project and provides phone number(s) for leasing information. For locations see page 6 and for details see page 10

EXHIBITS

The exhibits following this text are included to aid interpreting the intent of this Planned Sign Program. Together the text and the exhibits describe the number, size locations, colors and types of material permitted for the signs in this project.

ELEVATION PLAN



NORTHEAST ELEVATION



WEST ELEVATION



SOUTHEAST ELEVATION

Sign Type – Item 2: Secondary Tenants

This sign type is provided for on building business identification and shall occur between the fifth and sixth floors of the building, as shown on the building elevation page. The copy shall be limited to company name in project or corporation letter style. This sign is made up of individual illuminated channel letters (reverse channel is not allowed). Letters to be fabricated from aluminum or stainless steel with acrylic faces. For location, see page 6 and 7.

Secondary Tenants (Between 5th & 6th floors):

Maximum Size.....	150 square feet
Maximum Logo Height.....	28 inches tall
Maximum Letter Height.....	28 inches tall
Maximum Length.....	64'-3" freeway elevation, 56'-0" West & Southeast elevations
Face Color.....	White
Return (side) Color.....	Black

Sign Type – Item 3: Existing Tenant Monument Sign

This sign type is provided for business identification. It's purpose is to attract future tenants as a marketing concession. It may be used for one name or evenly divided for 3 names. For locations see page 6 and for details see page 9.

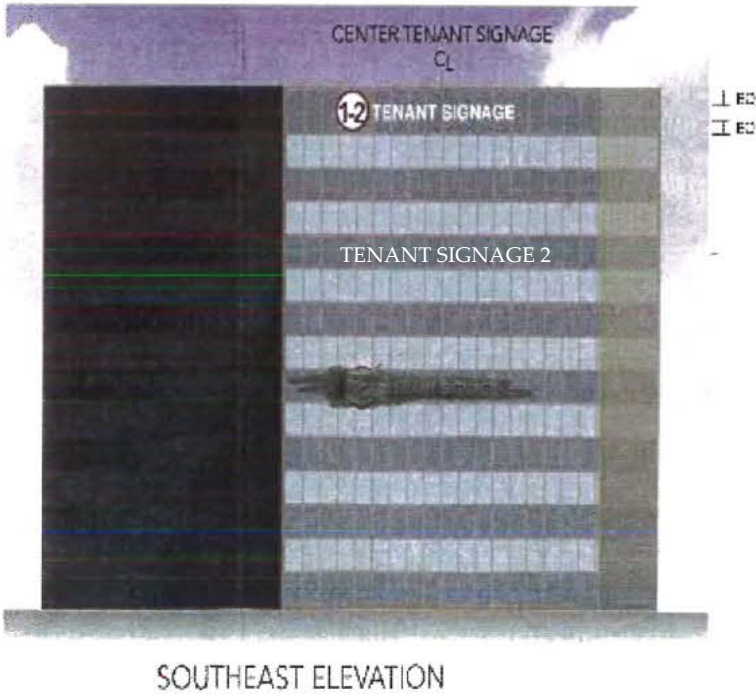
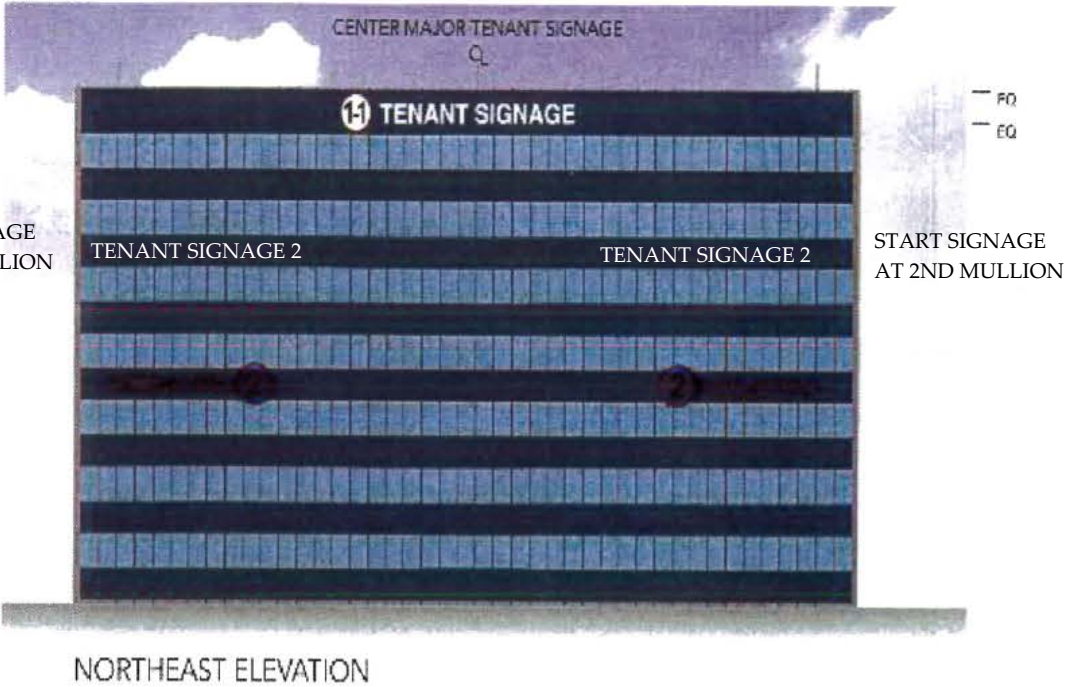
Sign Type – Item 4: Existing Marketing Sign

This sign type is provided for business identification of the project and provides phone number(s) for leasing information. For locations see page 6 and for details see page 10.

EXHIBITS

The exhibits following this text are included to aid interpreting the intent of this Planned Sign Program. Together the text and the exhibits describe the number, size locations, colors and types of material permitted for the signs in this project.

ELEVATION PLAN



The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a sun rising over hills in the background. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and the year "1991" is at the bottom. The seal is rendered in a light, semi-transparent gray.

SDP/MSP/VA-11-13-2737
Attachment #4

North elevation photo rendering





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: CHAIR AND AGENCY MEMBERS

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

ISSUE: ADOPTION OF A RESOLUTION AMENDING RESOLUTION NO. PA2012-11-13-1 TO MODIFY CERTAIN CONDITIONS OF APPROVAL RELATED TO SITE DEVELOPMENT PERMIT/ MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/ VESTING TENTATIVE TRACT MAP/ PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137 RELATED TO THE EARLY ISSUANCE OF BUILDING PERMITS AND OTHER PROJECT SEQUENCING MATTERS, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR PROPOSED MODIFICATIONS TO SITE DEVELOPMENT PERMIT/ MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/ VESTING TENTATIVE TRACT MAP/ PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. PA2012-11-13-1 TO MODIFY CERTAIN CONDITIONS OF APPROVAL RELATED TO SITE DEVELOPMENT PERMIT/ MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/ VESTING TENTATIVE TRACT MAP/ PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137 RELATED TO THE EARLY ISSUANCE OF BUILDING PERMITS AND OTHER PROJECT SEQUENCING MATTERS, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA."

SUMMARY:

On November 12, 2013, the Planning Agency approved the zoning entitlements described above related to the redevelopment of Oakbrook Village (the Planning Agency is referred to Item 3.5 of the City Council's Agenda for a detailed description of the project). The project was approved by the Planning Agency, subject to 97 conditions, which required the

owner of Oakbrook Village - Laguna Hills Investment Company (“Applicant”), to complete certain plans and obtain approvals from outside agencies prior to the approval of what is known as a Final Map.¹ Approval of the project’s Final Map is a precursor to the Applicant’s ability to obtain building permits.

The Applicant would like to commence construction of the project as soon as possible and is requesting that the Planning Agency allow building permits to be issued prior to Final Map approval. The request could eliminate six months or more off the project’s construction schedule. If the request is approved, the Applicant expects to start construction in April. In order to achieve this schedule, the Planning Agency would need to modify certain conditions of approval which would allow construction to begin earlier than the approval of the project’s Final Map. The Applicant is also requesting that submission of plans for project paseos be deferred until the project is nearly complete. These plans are not necessary for construction to begin. Other modifications are proposed to address the timing of activities related to construction once work is underway.

Since the Final Map is not ready for approval at this time, the Applicant has applied for a parcel merger and lot line adjustment, which would reconfigure the existing lots in a manner generally consistent with the approved Tentative Map. The City Engineer is authorized to approve the Parcel Merger and Lot Line Adjustment. Recordation of the Parcel Merger and Lot Line Adjustment approved by the City Engineer is required in order for the City Building Official to be able to issue building permits prior to approval of a Final Map in accordance with the proposed revision to Conditions of Approval.

The attached Resolution sets forth all of the project Conditions of Approval (1-97), with the proposed modifications shown in track changes format for ease of reference. Staff supports the modifications to the conditions of approval.

BACKGROUND:

Approvals granted by the Planning Agency for the redevelopment of Oakbrook Village included conditions of approval that require the Applicant to prepare and submit various plans and documents to the City and other outside agencies for review and approval prior to the start of construction. More specifically, approvals are required prior to the City Council’s approval of the project’s Final Map. As described earlier, the City’s approval of a final map signifies that the Applicant has met all of the project conditions for development and is ready to begin construction.

The process of complying with project conditions to obtain a final map approval often serves as a “checklist” for both the local agency and applicant for resolving important site

¹ Approval of a Final Map is typically the final step in the residential subdivision process, signifying that the developer has met all project conditions of approval and is ready to receive a building permit and begin construction of the project. The final map creates the new lots to be developed, and typically identifies the public improvements to be built to serve the development.

development issues that were conceptually studied at the time project approval was given, but that may require detailed engineering studies and plans to be approved by the City before construction begins. A common example of this type of issue is a project's water quality improvements. Basic concepts such as location and type of improvements are commonly identified during a project's planning approval stage, but review and approval of detailed engineering-level plans and studies are typically deferred until building permits are ready to be issued. This approach is typical in the development process since it is common for frequent changes to be made to a project during the planning approval stage.

For Oakbrook Village, a number of plans and informational documents are required to be prepared by the Applicant, and impact fees paid, before building permits can be issued for the project as part of the Final Map approval process. These include the City's approval of the Final Map itself (including the offering of required public dedications to the City), approval of water and sewer plans by the El Toro Water District, preparation of CC&Rs, and payment of impact open space impact fees. Staff notes that if no subdivision map was requested by the Applicant, staff would have conditioned the completion of the referenced items prior to the issuance of a building permit. The Applicant has requested that the City utilize this approach as an alternative to using the approval of the project Final Map as the milestone for receiving project building permits. The modifications affecting the timing of these requirements are contained in Conditions 34, 37, 41, 43, 45, 52, and 53. Pursuant to the modified Conditions, no certificates of occupancy will be issued until and unless the Final Map has been approved and recorded, all required public improvements have been completed, and all required dedications to the City have been made.

The Applicant has also requested that the preparation of plans for pedestrian and parking lot paseos be deferred until after the start of construction. These improvements would be completed prior to the completion of the residential project and issuance of the first residential certificates of occupancy. This change is reflected in Condition 47. Other miscellaneous sequencing matters are contained in Conditions 14, 58, 60, and 80.

Given the project's approximate 15-month construction period, staff supports the Applicant's request to commence the project without any unnecessary delays. It signals the beginning of a long-awaited redevelopment effort in the City's Urban Village Specific Plan area and will enable the City to help initiate job growth and economic activity within the community sooner rather than later. It also accelerates the payment of impact fees. Appropriate performance standards have been recommended with the proposed revisions to ensure the City's interests, and the interest of other public agencies will be maintained as the Applicant seeks to move forward.

FISCAL IMPACT:

Not applicable.

CEQA FINDINGS:

It is recommended that the Planning Agency find that no further environmental review is required. The requested modifications to the Conditions of Approval, as set forth in the attached Resolution, will only result in minor changes to the sequence of project implementation, and will not result in any physical changes to the project. It is recommended that the Planning Agency find that the modifications to the Conditions of Approval, as set forth in the attached Resolution, are within the scope of the Second Addendum adopted in conjunction with the approval of SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 and the Development Agreement, and that none of the circumstances triggering further environmental review have occurred since the adoption of the Second Addendum: (i) there are no substantial changes in the project requiring major revisions of the PEIR or the Second Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) there are no substantial changes with respect to the circumstances under which the project is being undertaken which will require major revisions of the PEIR or the Second Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects; and (iii) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the PEIR or the Second Addendum was adopted showing that: (a) the project will have one or more significant effects not discussed in the PEIR or the Second Addendum; (b) significant effects previously examined will be substantially more severe than shown in the PEIR or the Second Addendum; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR or the Second Addendum would substantially reduce one or more significant effects on the environment, but the mitigation measures or alternatives have not been adopted. (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162).

ATTACHMENTS:

- Attachment 1 - Resolution

Modification to
SDPM/MSP/CUP/PUP/TTM/PREC/DEVA
No. 12-11-2137
Attachment #1

RESOLUTION NO. PA

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING RESOLUTION NO. PA2012-11-13-1 TO MODIFY CERTAIN CONDITIONS OF APPROVAL RELATED TO SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/ CONDITIONAL USE PERMIT/ PARKING USE PERMIT/VESTING TENTATIVE TRACT MAP/PRECISE PLAN/ DEVELOPMENT AGREEMENT NO. 12-11-2137 RELATED TO THE EARLY ISSUANCE OF BUILDING PERMITS AND OTHER PROJECT SEQUENCING MATTERS, A REQUEST BY LAGUNA HILLS INVESTMENT COMPANY FOR THE OAKBROOK VILLAGE SHOPPING CENTER LOCATED AT 24231-24391 AVENIDA DE LA CARLOTA.

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

WHEREAS, Laguna Hills Investment Company, the owner of the Oakbrook Village Shopping Center, located at 24231-24391 Avenida de la Carlota in the Urban Village Specific Plan area, (the "Applicant") previously filed zoning applications designated as 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, requesting land use entitlement approvals for the redevelopment of Oakbrook Village Shopping Center with a Phase 1 mixed-use project (the "Project") that includes the construction of a maximum of 289 multi-family residential units, demolition of approximately 82,730 square feet of retail space, the reconstruction of approximately 24,000 square feet of retail space, a 17,000-square foot Village Green, several pedestrian paseos, a pedestrian trail, a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the property, reconstruction of sidewalk in the project area, new storm drain connections and inlets, and landscaped parkway space along Avenida de la Carlota; and

WHEREAS, on November 13, 2012, the Planning Agency adopted Resolution No. PA2012-11-13-1 approving SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137, subject to specified conditions of approval (the "Conditions of Approval"); and

WHEREAS, on November 27, 2012, the City Council of the City of Laguna Hills adopted Ordinance No. 2012-4 approving a Development Agreement between the City of Laguna Hills and Laguna Hills Investment Company pertaining to the Project (the "Development Agreement"), which Development Agreement became effective December 28, 2012 and was recorded in the Official Records, Orange County Clerk-Recorder's Office on January 2, 2013, as Document No. 2013000002329; and

WHEREAS, in conjunction with the approval of SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 and the Development Agreement, pursuant to the California Environmental Quality Act ("CEQA"), the City Council and Planning Agency determined that the Project is within the scope of the "City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100" ("PEIR"), and that the Project would not result in any new significant effects that were not examined in the PEIR, a substantial increase in the severity of significant effects examined in the PEIR, or require any new mitigation measures or alternatives, and, therefore, the City adopted an addendum to the PEIR (the "Second Addendum") for the Project pursuant to Public Resources Code Sections 21166 , 21083.3, and CEQA Guidelines Sections 15168, 15162, 15164, and 15183, and thereafter filed a Notice of Determination on November 28, 2012; and

WHEREAS, the Applicant has now filed an application requesting that the Planning Agency amend Resolution No. PA2012-11-13-1 to modify certain Conditions of Approval in order to effectuate the possible issuance of building permits earlier than currently specified, and to make certain non-substantive changes pertaining to administrative and Project development sequencing matters; and

WHEREAS, the proposed modifications to the Conditions of Approval, as set forth herein, do not modify or amend the terms of the Development Agreement; the Applicant's request for modification to the Conditions of Approval does not seek to amend the Development Agreement, and as such this subsequent discretionary action does not include any amendments to the Development Agreement.

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

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

SECTION 2. The Planning Agency hereby finds that no further environmental review is required. The modifications to the Conditions of Approval, as set forth herein, will only result in minor changes to the sequence of Project implementation, and will not result in any physical changes to the Project. The Planning Agency finds that the modifications to the Conditions of Approval, as set forth herein, are within the scope of the Second Addendum adopted in conjunction with the approval of SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 and the Development Agreement, and that none of the circumstances triggering further environmental review have occurred since the adoption of the Second Addendum: (i) there are no substantial changes in the Project requiring major revisions of the PEIR or the Second Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) there are no substantial changes with respect to the circumstances under which the Project is being undertaken which will require major revisions of the PEIR or the Second Addendum due to the involvement of new significant environmental effects or a substantial increase in the

severity of previously identified effects; and (iii) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the PEIR or the Second Addendum was adopted showing that: (a) the Project will have one or more significant effects not discussed in the PEIR or the Second Addendum; (b) significant effects previously examined will be substantially more severe than shown in the PEIR or the Second Addendum; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the Project, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR or the Second Addendum would substantially reduce one or more significant effects on the environment, but the mitigation measures or alternatives have not been adopted. (Public Resources Code Section 21166 and CEQA Guidelines Sections 15162).

SECTION 3. The required findings for approval of SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 set forth in Planning Agency Resolution No. 2012-11-13-1 are hereby reaffirmed and incorporated herein by reference as if set forth in full.

SECTION 4. Planning Agency Resolution No. 2012-11-13-1 approving SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 is hereby amended to modify certain Conditions of Approval to read as follows (deleted text is identified by ~~strike-through~~ formatting, and added text is indicated by underlined formatting):

General

1. This approval constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation and/or termination of the Site Development Permit, the Master Sign Program, the Conditional Use Permit, the Parking Use Permit, the Vesting Tentative Tract Map, and/or the Precise Plan approved in conjunction with the Project (collectively, the "Entitlements").
3. All Conditions of Approval set forth herein shall be binding on and enforceable against each of the following, and whenever used herein, the term "Applicant" shall mean and refer to the Project

Applicant, the developer of the Project, the subdivider of the property, the owner(s) and tenant(s) of the property, and/or their successors and assigns, as applicable.

4. As a condition of issuance of the Entitlements granted herein, the Applicant hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend (with legal counsel approved or selected by City), indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this Project. The City agrees to promptly notify the Applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
5. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
6. The Applicant shall reimburse the City for any outstanding staff time spent on processing SDPM/MSP/CUP/PUP/TTM/PREC/DEVA No. 12-11-2137 within 60 days of the Planning Agency's approval.
7. The Entitlements shall become effective only upon the adoption and effective date of an Ordinance approving the Development Agreement for the "Oakbrook Village Shopping Center Mixed Use Project" between the City of Laguna Hills and the Applicant.
8. Within 30 days from the date of approval, the Applicant shall reimburse the City for fees associated with filing the Notice of Determination, including posting fees and Department of Fish and Game fees, if applicable.

Building

9. The Applicant shall obtain applicable building permits, as required by Section 105 of the 2010 California Building Code, prior to commencement of any work for which a permit is required.
10. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2010 California Building Code.

11. For building permit purposes only, the Applicant shall secure any required approvals from the Orange County Fire Authority, El Toro Water District, and City Planning and Engineering Departments prior to issuance of any required building permit.
12. At time of building permit issuance, the Applicant shall submit Construction and Demolition Waste Recycling Program documentation, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
13. The Applicant shall comply with all applicable general construction Water Quality Ordinances, as required by the City of Laguna Hills and Ordinance No. 2003-12.
14. The Applicant shall secure any required approvals from Orange County Health Department as required. at the time of document submittal for the purpose of building permit issuance.
15. The Applicant shall ensure compliance with the California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code.
16. The Applicant shall comply with all California Energy Code requirements, as required by the California Energy Commission.
17. All construction shall comply with applicable building codes including the 2010 California Building, Plumbing, Mechanical, Electrical, and Green Building Codes in regards to applicable occupancy types.
18. The California Green Building Code shall apply to all newly constructed buildings (from the ground up).
19. The Applicant shall comply with the City of Laguna Hills Water Efficient Landscape Ordinance.

OCFA

20. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval a fire master plan (Service Code PR 145). A detailed fire master plan will be required demonstrating access to all rescue windows throughout the project. Fire hydrants and fire lanes shall be indicated on this plan.

21. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval architectural plans (Service Code PR 200- PR 285), when required by the OCFA “Plan Submittal Criteria Form.”
22. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval plans for underground piping for private hydrants and fire sprinkler systems (Service Code PR 470- PR 475).
23. Prior to issuance of building permits, the Applicant shall submit to Orange County Fire Authority for review and approval a fire sprinkler system plan (Service Code PR 400- PR 465).
24. Prior to concealing interior construction, the Applicant shall submit to Orange County Fire Authority for review and approval plans for a sprinkler monitoring system plan (Service Code PR 500).
25. Prior to concealing interior construction, the Applicant shall submit to Orange County Fire Authority for review and approval plans for a fire alarm system plan (Service Code PR 500 – PR 520).
26. Specific submittal requirements to Orange County Fire Authority may vary from conditions numbered 22-27 listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. The Applicant shall comply with all submittal requirements of the Orange County Fire Authority.
27. Prior to commencement of construction, the Applicant or its agent shall attend a pre-construction meeting with an Orange County Fire Authority inspector. Call OCFA Inspection Scheduling at 714-573-6150 at least two days in advance to schedule and pay for the pre-construction meeting.
28. After installation of required fire access roadways and hydrants, the Applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least two days in advance to schedule the lumber drop inspection.

Planning

29. Outdoor security and other lighting, including illuminated signs, shall be designed and maintained so as not to illuminate beyond the project boundary. All exterior lights shall be focused inward and away from surrounding uses and adjacent residential properties.
30. All noise generated by the Project, including construction noise, delivery noise, and other operational noise shall at all times meet noise requirements pursuant to LHMC section 5-24 (Noise Control).
31. If future activity or expansion at the subject site results in a change of use (switches to a different land use category), the Shared Parking model must be recalculated in its entirety. The resultant parking demand identified from a singular Shared Parking calculation must never be automatically used as a “baseline” value to debit or credit another (or future) project’s incremental parking requirements.
32. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) in the shopping center, the Applicant shall, at its sole cost and expense, be responsible for the cost of parking and circulation study prepared by a licensed consultant selected by the City. The Applicant shall, at its sole cost and expense, be responsible for implementation costs of any reasonable mitigation measures deemed appropriate by the Community Development Director related to such impacts based on the findings of such study.
33. Mechanical equipment, storage, trash areas, and utilities shall be architecturally screened by a solid material from public view to the reasonable satisfaction of the Community Development Director. The method of screening shall be architecturally compatible in terms of materials, color, shape, and size. The screening design shall blend with the building design and include landscaping when on the ground.
34. No building permits for any dwelling unit construction shall be issued until final map approval by the City Council and evidence of final map recordation has been provided to the City, and other applicable conditions have been met. **Notwithstanding the foregoing, subject to the authority of the Building Official, building permits**

may be issued for the construction of dwelling units prior to final map approval upon the following conditions, which the Applicant expressly agrees to in consideration of this accommodation:

- Issuance of any such building permit(s) does not confer upon Applicant any vested right or entitlement to issuance of Certificates of Occupancy for such dwelling units. In no case, shall any Certificates of Occupancy be issued until and unless all dedications and/or irrevocable offers of dedication shown on the Vesting Tentative Map or otherwise required by these Conditions of Approval have been made, CC&Rs have been approved by the City in accordance with Condition of Approval No. 37, all other applicable Conditions of Approval have been satisfied, the City Council has approved the final map, and evidence of final map recordation has been provided to the City.

35. (Intentionally Omitted)
36. Prior to the commencement of any work, the Applicant shall provide a contact number for the public to call concerning dust or noise complaints. The information shall also be posted on site in a manner approved by the Community Development Director.
37. The Applicant shall prepare Covenants, Conditions, and Restrictions, or another appropriate recordable document(s) or agreement(s) acceptable to the City that runs with the land and binds future owners (collectively, "CC&Rs") for review and approval by the City Attorney's office and Community Development Department ~~prior to the issuance of building permits~~. The approved CC&Rs shall be recorded concurrently with the final subdivision map, and the Applicant shall provide a recorded copy ~~if~~ of the CC&Rs prior to the issuance of certificates of occupancy. The CC&Rs shall provide for the establishment of a homeowners association and/or property owners' association, as applicable; shall address, to the satisfaction of the City, responsibilities for all common areas, utilities, drainage devices, ingress and egress, property maintenance, and building architecture; shall require that residents of the residential component of the Project to make their required garage parking available for the parking of automobiles at all times; shall include provisions identifying a property owner's association or other entity responsible for ongoing implementation and funding of the Operations and Maintenance (O&M) Plan associated with the WQMP for the Project and compliance with the City's Stormwater Quality Ordinance and other applicable National Pollutant Discharge Elimination System (NPDES) regulations; shall

provide that those provisions of the CC&Rs benefitting the City may not be substantively amended or terminated without City approval; and shall provide that the City may, but shall not be obligated to, enforce the CC&Rs. The CC&Rs shall be submitted to the City Attorney for review and approval and shall be recorded concurrently with the final map. The Applicant shall provide a recorded copy if the CC&Rs prior to the issuance of occupancy. The Applicant shall reimburse the City for all legal costs associated with this condition.

38. A final landscape and irrigation plan for all Project landscaping shall be submitted to the City for review and approval prior to the issuance of a building permit. Trees installed shall be a minimum one-inch caliper. Final landscape and irrigation plans shall include information on minimum spacing between all plant materials except for trees which shall be planted as indicated on the preliminary landscape plan at a minimum. The Community Development Department shall inspect Applicant-installed landscaping to ensure full coverage of all landscaped areas. The Applicant shall provide additional material as required. Approved landscape and irrigation improvements shall be installed prior to the issuance of any occupancy, except for the Village Green area. Village Green landscape and irrigation improvements shall be installed prior to the issuance of the last residential occupancy.
39. Prior to the issuance of any building permit, the Applicant shall provide final details and specifications identifying the amenities of all outdoor landscaped courtyards and pool courtyard to the Community Development Department for review and approval. The plan shall label the location of jacuzzis, cabanas, barbeques, fire pits, wet bars, and seating areas as depicted on Sheets A1.3a and A1.3b of the project architectural plans submitted to the City in support of the Entitlements.
40. The Applicant shall submit a final project photometric study to the Community Development Department for review and approval prior to the issuance of any building permits. Pedestrian and parking lot lighting poles and fixture types shall be consistent with the types depicted in the Urban Village Specific Plan.
41. Prior to the recordation of a the Final ~~Traet~~-Map or the issuance of building permits, whichever occurs first, sewer improvement plans to serve the project shall be designed to the satisfaction of the El Toro Water District.

42. Prior to the issuance of any certificates of occupancy, all sewer improvements shall be constructed to the satisfaction of the El Toro Water District.
43. Prior to the recordation of ~~a the~~ Final ~~Traet~~-Map, or the issuance of building permits, whichever occurs first, water improvement plans to serve the Project shall be designed to the satisfaction of the El Toro Water District. At a minimum, water lines shall be sized to accommodate the total domestic requirements and fire-flow requirements of OCFA.
44. Prior to the issuance of any occupancy, all water improvements shall be constructed to the satisfaction of the El Toro Water District.
45. Prior to the recordation of ~~a the~~ Final ~~Traet~~-Map, or the issuance of building permits, whichever occurs first, existing water line easements on the site shall be relocated to the satisfaction of the El Toro Water District.
46. No overhead utilities shall be installed.
47. ~~All pedestrian paseos and parking lot paseos shall be designed, installed and constructed in conformance with Figures 17 and 18 of the Urban Village Specific Plan. Prior to the issuance of any building permits, plans for the pedestrian and parking lot paseos shall be reviewed and approved by the Community Development Department.~~
47a. Prior to the issuance of the first residential Certificate of Occupancy, plans for the pedestrian and parking lot paseos shall be reviewed and approved by the Community Development Director. The design shall be consistent with Figures 17 and 18 of the Urban Village Specific Plan.
47b. All paseos shall be installed and constructed prior to the issuance of the first residential Certificate of Occupancy.
48. All vehicle and pedestrian gates shall be reviewed and approved by OCFA and OCSD for conformance with the respective agencies' requirements for limited access devices.
49. Prior to the issuance of grading permits for the Project, the southwest gated parking entrance shall be redesigned to avoid interfering with vehicles backing out of garage spaces.
50. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to

Government Code §66020(d), these conditions constitute written notice of the amount of such fees. The Applicant is hereby notified that the 90-day protest period, commencing from the date of approval of the Project, has begun.

51. Prior to the issuance of any building permits for the project, the Applicant shall submit plans and specifications for the construction/fabrication and installation of public art required by the Urban Village Specific Plan. The proposed art work and its location shall be reviewed and approved by the Planning Agency along with conformance of the requirements and goals of the City's Public Art Program, which review and approval shall be completed prior to the issuance of any building permits for the project in accordance with the Urban Village Specific Plan. The public art shall be created and installed, or the required public art in lieu fee paid, prior to the issuance of the first residential certificate of occupancy for the project. Sequencing and phasing of the installation of public art within the Village Green area may be considered through an operating memoranda pursuant to the Development Agreement.
52. As indicated on the vesting tentative map, portions of the site required for public improvements shall be irrevocably offered for dedication prior to the recordation of the final map. Dedications shall be in fee or as an easement at the discretion of City. At the City's discretion, all such irrevocable offers of dedication shall either be made on the final map or by separate recorded instrument approved by the City Attorney. The City may accept the Owner's offer of dedication upon Owner's completion and acceptance by City of the associated improvements in compliance with the specifications as approved by City. In no event shall any Certificate of Occupancy be issued until all required public improvements have been constructed and completed and the above-referenced irrevocable offers of dedication and associated improvements have been accepted by the City.
53. Prior to the City Council's approval of the final map, the Applicant shall pay the public park in-lieu fee of Seven Thousand Three Hundred Ninety Two Dollars (\$7,392.00) for each residential unit constructed as part of the pPproject. Consistent with Development Agreement No. 12-11-2137, if building permits are issued prior to the City Council's approval of the final map, then said fee shall be paid on a per unit basis prior to issuance of a building permit for each residential unit.

54. Prior to the issuance of the last residential certificate of occupancy, the Applicant shall construct the Secondary Entry Signs depicted by Exhibit G of the Project's proposed Master Sign Program.
55. Prior to the issuance of a building permit, the Applicant shall revise the Project's proposed Master Sign Program to the satisfaction of the Community Development Director to include the following:
 - a. General Specification No. 28 for Primary and Secondary Signs shall be revised to refer to the City of Laguna Hills Community Development Director.
 - b. Design Specifications for Primary Signs shall be revised to refer to the appropriate exhibit depicting the wood beam detail.
 - c. The height of stacked signs for In-Line Shop Buildings and Multi-Tenant Pads shall not exceed 12 inches.
 - d. (Intentionally omitted)
 - e. Unreadable text pertaining to sign locations on Exhibit A shall be revised.
 - f. Exhibit D shall be revised to show a readable canopy detail.
 - g. The maximum sign area for individual wall signs for In-Line Shop Buildings and Multi-Tenant Pads shall not exceed 150 square feet.
 - h. The maximum wall sign area for Major Anchor Retailer tenants shall be 150 square feet.
 - i. (Intentionally omitted)
 - j. (Intentionally omitted)
 - k. The description of the "Center Identification" provisions shall be revised to preclude the installation of a Perimeter Entry Sign facing the Laguna Hills Mall until the installation of an adjoining street between Oakbrook Village and the mall.
 - l. Secondary Entry Features shall not exceed a sign area of 15 square feet for the display of the shopping center name.
 - m. Directional signage specifications shall be revised to a maximum height of 8 feet and a width of 4 feet and a maximum letter height of 3 inches.

Public Services

56. Project improvement plans and related documents shall be reviewed and approved by the City Engineer; said plans shall be prepared by a State of California Registered Civil Engineer and shall conform to City standards.
57. No work shall be performed within the public right-of-way, by the Applicant or his or her agents until a public property encroachment permit is issued by the City Engineer and applicable fees have been paid.

58. Construction traffic shall not access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall provide a construction vehicle routing plan for approval by the City Engineer prior to any demolition or construction work. The City Engineer may approve requests for alternative access, routing, and hours of access under special circumstances.
59. It shall be the Applicant's responsibility to protect-in-place existing public improvements. Applicant shall repair or replace, to the satisfaction of the City Engineer, any public improvements that are damaged as a result of the proposed construction.
60. All public improvements shall be constructed and completed to the satisfaction of the City Engineer prior to the recordation of a Final Map, or the Applicant shall enter into a Subdivision Improvement Agreement to include the posting of securities to guarantee the completion of the public improvements as approved by the City Attorney. In no event shall any Certificate of Occupancy be issued until and unless all required public improvements have been constructed and completed and accepted by the City.
61. The Subdivision Map shall be prepared in accordance with City, County, and State requirements and standards. The Applicant shall submit the Final Map for plan check to both the City Engineer and County Surveyor and pay all applicable plan check fees. The Applicant shall submit a current Title Report, supporting documents, and traverse closure calculations.
62. Any existing monumentation disturbed during construction shall be restored by a California Licensed Land Surveyor, and Corner Records shall be filed with the City Engineer and County Surveyor.
63. The Applicant shall submit a final grading plan and erosion control plan on 24"x 36" sheets to the City Engineer. A separate hydrology report shall also be provided. All plans shall be prepared by a registered Civil Engineer. The grading plan shall show street, sewer, water, storm drain facilities, and all proposed grading. The plans shall show the extent of topography of the grading plan and shall be sufficient to determine drainage impacts to the surrounding area. All grading shall be designed and constructed in accordance with the City's Grading and Excavation Code. The final grading plan shall be approved by the City Engineer prior to the issuance of a building permit. No concentrated drainage shall be allowed onto driveways or sidewalks and shall be conveyed to the street via a storm drain pipeline or culvert, as applicable.

64. A separate Grading Plan with related documents shall be required for each phase of development. Prior to the recordation of a final map, the Grading Plan for Phase One shall be submitted for review and approval by the City Engineer.
65. The Applicant shall submit a geotechnical report prepared by a Registered Engineering Geologist for approval by the City Engineer. The report shall include evaluation of onsite soils and provide recommendations on pavement sections, building foundations, and a discussion of the functionality of the water quality features.
66. All parking lots and drives shall be constructed of asphalt concrete over crushed aggregate base over subgrade, or equal, and compacted to a relative compaction of 95% or equivalent. The structural pavement thickness shall be no less than 4" AC over 6" AB, or more, for drive aisles, and 4" AC over 4" AB for all other areas, or more, as required by the project soils engineer and approved by the City Engineer.
67. Prior to issuance of a grading permit, the Applicant shall pay a traffic impact mitigation fee in accordance with Chapter 9-102 of Laguna Hills Municipal Code in the amount of Three Thousand Nine Hundred Fourteen Dollars (\$3,914.00) per each new PM peak hour trip generated as a result of the Project, as determined by the City Engineer based upon a traffic study.
68. Prior to the issuance of grading, building, encroachment, or other permits, as applicable, the Applicant shall pay, or provide City with evidence of payment of, all fees required by public agencies other than the City, whether or not collected by the City, including, but not limited to, the fees imposed pursuant to the County of Orange's CARITS program, the fees imposed pursuant to the County of Orange's major thoroughfare and bridge fee programs for the Moulton Parkway/Laguna Niguel area, fees imposed by the San Joaquin Hills Transportation Corridor Agency, and school district fees.
69. Prior to issuance of any grading or building permits, the Applicant shall submit for approval by the Community Development Department and Public Services Department a water quality management plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on-site to control predictable pollutant run-off. This WQMP shall identify Low Impact Development (LID) BMPs and routine structural and non-structural measures specified in the current Orange County Drainage Area

Management Plan (DAMP) and the San Diego Regional Water Quality Control Board requirements. This WQMP must also:

- a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or “zero discharge” areas, conserving natural areas, preserving trees, and retaining existing site hydrology to the maximum extent practicable;
 - b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems.
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer;
 - e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable.
 - f. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded.
70. Prior to issuance of grading permits, the Applicant shall submit a copy of the Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Services Department. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request. In addition, the Applicant shall include notes on the grading plans indicating that the project will be implemented in compliance with the Statewide Permit for General Construction Activities.
71. The Applicant shall comply with and/or implement all hydromodification criteria, hydrologic control measures, performance

measures, management measures, and other requirements of the Hydromodification Management Plan or Interim Hydromodification Criteria, as applicable, developed in accordance with Section F.1.h of Order No. R9-2009-0002 (NPDES Permit No. CAS0108740), or any subsequent Order adopted by the California Regional Water Quality Control Board, San Diego Region, and shall provide all necessary related calculations in the grading plans.

72. Prior to issuance of the first residential certificate of occupancy, the Applicant shall install, to the reasonable satisfaction of the City Engineer, a traffic signal at the intersection of Avenida de la Carlota and the main entrance to the Property, including interconnection to the existing traffic signal at the intersection of Avenida de la Carlota and Los Alisos Boulevard via conduit and hardware, and construction on the easterly side of Avenida de la Carlota of a public sidewalk connection to the Oakbrook Plaza office development. Said traffic signal shall be constructed to applicable State and City standards and specifications and shall be equipped with video detection and controller equipment as approved by City. The sidewalks and ramps at all corners of the newly signalized intersection and the sidewalk connection to the Oakbrook Plaza office development on the easterly side of Avenida De La Carlota shall be constructed and/or modified to conform to City and Americans With Disabilities Act ("ADA") standards. Prior to construction of said improvements, the Applicant shall prepare, and the City Engineer shall approve, a Traffic Signal Improvement Plan and a Striping Plan for the proposed traffic signal, including a traffic signal interconnection plan to interconnect the new traffic signal with the existing traffic signal at the intersection of Avenida de la Carlota at Los Alisos Boulevard.
73. The Applicant shall design and construct, to the satisfaction of the City Engineer, storm drain connections, inlets, and/or other improvements necessary to eliminate all cross-gutter drainage across both the main and the northerly entrance driveway intersections with Avenida De La Carlota. No cross-gutters shall be used at the above-described intersections.
74. Debris gates of the type specified by the City Engineer shall be installed at all catch basin inlets along the Property frontage to Avenida De La Carlota.
75. The northerly entrance intersection with Avenida De La Carlota shall be realigned to intersect Avenida De La Carlota at 90 degrees to the reasonable satisfaction of the City Engineer and as shown on the Vesting Tentative Map.

76. Prior to issuance of the first residential certificate of occupancy, the Applicant shall dedicate and transfer to City the public right-of-way necessary for, and shall construct and create, a new curb line along the entire Property frontage of Avenida de la Carlota, including a six (6) foot wide landscaped parkway space and a minimum six (6) foot wide sidewalk to City standards and specifications. Such improvements shall not interfere with existing vehicular lane configurations or result in modifications that have the effect of reducing any on-site parking for the Project. Required parkway improvements shall be as shown on the approved landscape plans, shall be consistent with the Urban Village Specific Plan, and shall include all irrigation and drainage facilities and improvements deemed necessary by the City Engineer.
77. All of the curb ramps on Avenida De La Carlota at each entrance to Oakbrook Village shall be reconstructed to current ADA standards to the satisfaction of the City Engineer with detectable warning surface by Armor Tile, cast in place, and blue in color.
78. The Applicant shall provide an Americans with Disabilities Act (ADA) site review of existing pathways, sidewalks and access ramps for both on-site access and adjacent to the site access along the accessible pathways. The accessible pathway shall not include a path within any drive aisle, except as necessary to cross a drive aisle at 90° to the drive aisle. The report shall be prepared by a professional whose expertise lies in the field and shall include an implementation plan to correct all deficiencies noted as approved by the City Engineer. Any sidewalk or pathway not in compliance with ADA standards shall be reconstructed.
79. The Applicant shall demonstrate that all on-site access routes are capable to accommodate truck access and truck turning radii.
80. Prior to the grading permit close out (which may occur after the issuance of building permits) or the issuance of a certificate of use and occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the satisfaction of the City Engineer, including:
- a. Demonstrates that all structural BMPs described in the Project WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications;
 - b. Demonstrates that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the Project WQMP;

- c. Demonstrates that an adequate number of copies of the project's approved Project WQMP are available for the future occupants;
 - d. Demonstrates that the Applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to fund, operate and maintain in perpetuity the post-construction BMPs described in the Project WQMP.
 - e. The Community Development Department and Public Services Department shall determine whether any proposed change in use requires an amendment to an approved Project WQMP and/or recorded document or agreement.
- 81. Trash/recycling enclosures shall be provided on-site and shall be constructed per the City of Laguna Hills Covered Trash Enclosure Detail and City standards, including a solid roof and sewer drain connection.
 - 82. The Applicant shall install "Smart" landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping throughout the property in conformance with Municipal Code Chapter 9-47.

Additional Mitigation Measures / Conditions

The following mitigation measures/conditions relate to air quality impacts:

- 83. During grading activities, all rubber-tired dozers and scrapers (≥ 50 horsepower) shall be CARB Tier 3 Certified or better. Additionally, the maximum (actively graded) disturbance area shall not exceed four acres per day.
- 84. The Applicant shall apply the following measures, as applicable, during construction of the Project to reduce the amount of fugitive dust in accordance with SCAQMD Rule 403:
 - Dust suppression at construction sites using vegetation, surfactants, and other chemical stabilizers
 - Wheel washers for construction equipment
 - Watering down of all construction areas

- Limit speeds at construction sites to 15 miles per hour
 - Covering of aggregate or similar material during transportation of material
85. The Applicant shall implement the following measures, as applicable, during construction of the Project to reduce exhaust emissions from construction equipment:
- On-site equipment shall not be left idling when not in use.
 - The hours of operation of heavy-duty equipment and/or the amount of equipment in use at any one time shall be limited.
 - Staging areas for heavy-duty construction equipment shall be located as far as possible from sensitive receptors.
 - Before construction contracts are issued, the project Applicant shall perform a review of new technology, in consultation with the SCAQMD, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the best available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future, both NOx and PM10 control equipment will be available.
86. Activities involving idling trucks shall be oriented as far away from and downwind of existing or proposed sensitive receptors as feasible. Strategies shall be incorporated to reduce the idling time of main propulsion engines through alternative technologies such as IdleAire, electrification of truck parking, and alternative energy sources for transport refrigeration units (TRUs) to allow diesel engines to be completely turned off.
87. The Applicant shall develop a Construction Traffic Emission Management Plan for the proposed project. The Plan shall include measures to minimize emissions from vehicles including: scheduling truck deliveries to avoid peak hour traffic, consolidating truck deliveries, and prohibiting truck idling in excess of five minutes. Other measures include: use electricity or alternate fuels for on-site mobile equipment instead of diesel equipment to the extent feasible; maintain construction equipment by conducting regular tune ups and retard diesel engine timing; use electric welders where electricity is

available; use on-site electricity rather than temporary power generators where electricity is available; evaluate the feasibility of retrofitting the large off-road construction equipment; use alternative diesel fuels, if commercially available; and suspend the use of all construction activities during first stage smog alerts.

The following mitigation measures/conditions relate to both air quality and greenhouse gas emissions impacts:

88. Prior to building permit final, the Applicant shall provide bike support facilities (e.g., bicycle racks) to encourage bicycle riding as a transportation mode. Prior to installation, a plan for such amenities shall be submitted to the Community Development Director for his or her review and approval.
89. At a minimum, the Applicant shall implement the following “green” building practices:
 - The apartment units shall feature dual pane low E vinyl windows, low flow toilets, low flow showerheads, low flow faucets, Energy Star appliances, energy efficient lighting, reflective white PVC “cool” roof membrane, programmable thermostats, and high efficiency HVAC condensing units.
 - Project irrigation shall utilize Smart irrigation technology.
 - The “green” 2010 Cal Green Building Code shall be implemented into building design.
 - Individual identification of gas, electricity, and water consumption shall be available to give resident awareness of consumption.

The following mitigation measures/conditions relate to hazardous building materials impacts:

90. All demolition activities shall comply with the SCAQMD’s Rule 1403, which requires that buildings undergoing demolition or renovation be surveyed for asbestos-containing materials (ACM) prior to any demolition or renovation activities.

The following mitigation measures/conditions relate to noise impacts:

91. Delivery or service hours for stores and businesses with loading areas, docks, or trash bins that gain access on driveways next to residential and other noise sensitive areas shall take place between

the hours of 7:00 a.m. and 10:00 p.m. No use that is immediately adjacent to a residential use shall produce loading or unloading of materials, products, and or supplies at the site between the hours of 8:00 p.m. and 7:00 a.m. The City shall only approve exceptions if full compliance with the nighttime limits of the noise regulations is achieved.

92. Trucks associated with construction activities shall follow designated truck routes, where appropriate.
93. Noise sources associated with construction, repair, remodeling, or grading of any real property, shall not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, 8:00 p.m. and 8:00 a.m. on Saturday, or at any time on Sunday or a federal holiday.
94. Heating ventilation and air conditioning (HVAC) units shall be installed in compliance with the provisions of Chapter 5-24 (Noise Control) of the City's Municipal Code.
95. Prior to the issuance of building permits, the Applicant shall submit a final acoustical report prepared to the Satisfaction of the Community Development Director indicating compliance with the state's interior noise standard of 45 dB CNEL for multiple-family residential land use. The Applicant shall increase the recommended STC ratings of windows/ doors, exterior wall and/or roof assemblies for the project as recommended by the final acoustic report and include any such requirements in project building plans.

The following mitigation measures/conditions relate to utilities and service systems impacts:

96. The project shall comply with all federal, state, and local statutes and regulations related to solid waste. The project shall comply with the City's established reduction, reuse, and recycling programs.
97. The project shall be connected to the public sewer.

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PASSED, APPROVED, AND ADOPTED this 11th day of February 2014.

ANDREW BLOUNT, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2014- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 11th day of February, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: PRESIDENT AND DIRECTORS

FROM: PEGGY J. JOHNS
CITY CLERK

ISSUE: ELECTION OF PUBLIC IMPROVEMENT CORPORATION OFFICERS

RECOMMENDATION: THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE LAGUNA HILLS PUBLIC IMPROVEMENT CORPORATION, LAGUNA HILLS, CALIFORNIA, ELECTING OFFICERS FOR 2014,"

SUMMARY:

The second Tuesday of February is the time of the annual meeting of the Laguna Hills Public Improvement Corporation (PIC). The City Council sits as the Board of Directors. At this meeting, the Board will elect officers for 2013 and approve the minutes of the previous meeting. As the current President of the Public Improvement Corporation, President Barbara Kogerman will call the meeting to order. After the roll call, she will entertain a motion to adopt the Resolution electing the Officers for 2014. President Blount will then take the gavel and chair the remainder of the PIC meeting.

BACKGROUND:

In September 1998, the City Council, acting as the Board of Directors for the Laguna Hills Public Improvement Corporation (PIC), took several actions, including the adopting of bylaws, election of officers, and adoption of a Resolution appointing the time and place of meetings. The PIC is a nonprofit, public benefit corporation whose primary purpose is to render financial assistance to the City.

Pursuant to the bylaws, the annual meeting is to be held the second Tuesday of February each year, and the Board of Directors is to elect officers at the annual meeting. A Resolution has been prepared that will elect the Mayor as President and reelect the City Manager as Vice President, the Assistant City Manager as Treasurer, and the City Clerk as Secretary.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2014-1

A RESOLUTION OF THE LAGUNA HILLS PUBLIC
IMPROVEMENT CORPORATION, LAGUNA HILLS,
CALIFORNIA, ELECTING OFFICERS FOR 2014

RESOLVED, by the Board of Directors of the Laguna Hills Public Improvement Corporation, that the following persons are elected to the offices set forth opposite their names below, as officers of the Corporation, to serve until the election and qualification of their successors, as provided in Article IV, Section 2 of the Bylaws of the Corporation.

Name	Office
Andrew Blount	President
Bruce E. Channing	Vice President
Donald J. White	Treasurer
Peggy J. Johns	Secretary

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

I, Peggy J. Johns, Secretary of the Laguna Hills Public Improvement Corporation, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a Resolution duly passed and adopted by the Board of Directors of the Laguna Hills Public Improvement Corporation, at a meeting thereof held on the 11th day of February 2014, by the following vote of the Directors thereof:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, SECRETARY

**CITY OF LAGUNA HILLS, CALIFORNIA
PUBLIC IMPROVEMENT CORPORATION
MINUTES
FEBRUARY 12, 2013**

CALL TO ORDER

The Regular Meeting of the Public Improvement Corporation of the City of Laguna Hills, California, was called to order by Director Kogerman at 7:36 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills.

ROLL CALL

Present: Melody Carruth, President
Barbara Kogerman, Director
Randal Bressette, Director
Andrew Blount, Director
Dore Gilbert, M.D., Director

STAFF PRESENT: Bruce Channing, Vice President; Donald White, Treasurer; and Peggy Johns, Secretary.

ELECTION OF PUBLIC IMPROVEMENT CORPORATION OFFICERS

IT WAS MOVED BY PRESIDENT CARRUTH, SECONDED BY
DIRECTOR BRESSETTE, TO ADOPT RESOLUTION NO.
2013-1, A RESOLUTION OF THE LAGUNA HILLS PUBLIC
IMPROVEMENT CORPORATION, LAGUNA HILLS,
CALIFORNIA, ELECTING OFFICERS FOR 2013.

The motion carried by the following vote:

AYES: Directors Blount, Bressette, Gilbert, Kogerman, and
President Carruth
NOES: None
ABSENT: None

MINUTES OF FEBRUARY 14, 2012, ANNUAL MEETING

IT WAS MOVED BY DIRECTOR CARRUTH, SECONDED BY
DIRECTOR BRESSETTE, TO APPROVE THE MINUTES OF
THE FEBRUARY 14, 2012, ANNUAL MEETING, AS
PRESENTED.

The motion carried by the following vote:

AYES: Directors Bressette, Carruth, and President Kogerman
NOES: None
ABSENT: None
ABSTAIN: Directors Blount and Gilbert

ADJOURNMENT

There being no further business before the Public Improvement Corporation at this session, President Kogerman declared the meeting adjourned at 7:37 p.m.

PEGGY J. JOHNS, SECRETARY



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: FEBRUARY 11, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: DISSOLUTION OF THE CIVIC CENTER MANAGEMENT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DISSOLVING THE CIVIC CENTER MANAGEMENT COMMITTEE AND RESCINDING RESOLUTION NOS. 2005-11-22-7, 2007-03-13-1, 2011-02-08-3, AND 2013-06-25-1."

SUMMARY:

At the October 22, 2013, Civic Center Committee Meeting, staff brought a report to the Committee regarding the Committee's make up and a proposal to change the composition of the Committee. During the discussion, Council (Committee) Member Dore Gilbert asked if there was a continuing need for the Committee, and if not, if the Committee could be dissolved. At the direction of the Committee, staff researched this matter and placed it on the Committee's January 28, 2014, agenda for further discussion. The Civic Center Committee is recommending that the City Council adopt a Resolution dissolving the Committee.

BACKGROUND:

The Civic Center Management Committee was established by Resolution No. 2005-11-22-7 by the City Council at its November 22, 2005, meeting. Generally, the Committee was established to provide additional oversight to the activities and decision making associated with the business enterprise activities of the Civic Center. Specifically, the enabling Resolution delegated the following responsibilities to the Committee:

1. Establish leasing policies.
2. Review and approve deviations to established leasing policies.
3. Review financial reports.
4. Review and recommend annual operating and capital budgets.

5. Establish property building standards and amenities.
6. Review and recommend maintenance standards.
7. Review and approve marketing plans.
8. Review and provide direction regarding lease renewals, cancellations, foreclosures and other tenant matters.
9. Establish tenant appeal process.
10. Hear tenant appeals

It should be noted that the City Council has always retained authority to review and approve all leases and the Civic Center budget.

It is staff's opinion that the Committee served an important function when it was first formed, especially related to items 1, 5, 6, 7, and 8 above. In recent years, the Committee's agenda is almost solely comprised of issues related to items 3, 4, and 8. With regard to item 3, financial reports, this is included with the City-wide quarterly financial reports that are provided to the full City Council. With regard to item 4, budgets, the Civic Center budget is brought to the full City Council for review and approval. With regard to item 8, all lease related contractual obligations are reviewed and approved by the full City Council. Finally, with regard to items 9 and 10, tenant issues, since its inception, the Civic Center Management Committee has not heard any tenant appeals. It is staff's and the Committee's conclusion that the Civic Center Management Committee has run its course and is currently serving a duplicative role with the full City Council. As a result, the Committee is recommending that the City Council adopt a Resolution dissolving the Committee. A Resolution for this purpose has been prepared and is attached to this report. After dissolution, the full City Council will continue to take an active role in the business operations of the Civic Center. The following are the key responsibilities of the City Council as policy makers related to Civic Center operations;

- Review and approve all leases.
- Review and approve the annual operating and capital budgets.
- Approve any changes to leasing policies.
- Review and approve financial reports.

FISCAL IMPACT:

There is no direct fiscal impact associated with the recommended action; however, staff estimates that the dissolution of the Civic Center Management Committee will free up on average 15-20 hours of staff time quarterly for other tasks.

ATTACHMENTS:

- Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DISSOLVING THE CIVIC CENTER MANAGEMENT COMMITTEE AND RESCINDING RESOLUTION NOS. 2005-11-22-7, 2007-03-13-1, 2011-02-08-3, AND 2013-06-25-1

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

WHEREAS, the City of Laguna Hills (the "City") owns, operates, and maintains a commercial building, common areas, landscape improvements, and parking lots located at 24035 El Toro Road, Laguna Hills, California, which contains the City Council Chamber, City administrative offices, and other public and private commercial offices and tenant space (the "Civic Center"); and

WHEREAS, the City Council previously established and delegated certain of its powers and management responsibilities for the Civic Center to the Civic Center Management Committee and to the City Manager; by formal action of the City Council on November 22, 2005, the City Council adopted Resolution 2005-11-22-7 thereby forming and establishing the Civic Center Management Committee to provide additional oversight to the activities and decision making associated with this business enterprise; and

WHEREAS, on January 28, 2014, the Civic Center Management Committee, after review and discussion of the issue, and following the presentation of a staff report, voted to recommend to the City Council that the City Council now dissolve the Civic Center Management Committee, finding that the Civic Center Management Committee has fulfilled the duties and obligations and has satisfied the policy goals and objectives that were established upon its formation and has done so since its inception and, as such, that the Committee is now currently serving a duplicative role with the full City Council; and

WHEREAS, upon dissolution of the Civic Center Management Committee, it is expected that the full City Council will continue to take an active role in the ongoing business operations of the Civic Center and in the administration of this business enterprise, including but not limited to: review and approval of all lease agreements; review and approval of the annual operating and capital budgets; and review and approval of amendments to lease agreements and to leasing policies; review and approval of leasing strategies; and review and approval of financial reports.

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

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

SECTION 2. The City Council hereby finds that the Civic Center Management Committee is no longer necessary to provide additional oversight with regard to the ongoing business operations of the Civic Center and the administration of this business enterprise

SECTION 3. The Civic Center Management Committee (the "Committee") is hereby dissolved.

PASSED, APPROVED, AND ADOPTED this 11th day of February 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-02-11-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11th day of February 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: FEBRUARY 11, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER/COMMUNITY SERVICES**

ISSUE: ONE-YEAR EXTENSION OF THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF THE UPPER HIGH SCHOOL FIELD AND AN ARTIFICIAL TURF FIELD FOR THE UPPER HIGH SCHOOL FIELD

RECOMMENDATION: THAT THE CITY COUNCIL: (1) AUTHORIZE THE CITY MANAGER TO EXTEND THE JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR ONE YEAR; AND (2) DIRECT STAFF TO CONTINUE IN CONVERSATIONS WITH SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT ABOUT AN ARTIFICIAL TURF FIELD RENOVATION PROJECT FOR THE LAGUNA HILLS HIGH SCHOOL UPPER FIELD AND TO NEGOTIATE THE TERMS AND CONDITIONS FOR SUCH A PROJECT FOR CITY COUNCIL APPROVAL.

SUMMARY:

In 1994, the City and the Saddleback Valley Unified School District (SVUSD) entered into a fifteen-year Joint Recreation Maintenance and Operation Agreement (Agreement) for the shared use of the upper field at Laguna Hills High School. The City funded the installation of lights on a softball field and partial soccer field and, in return, the SVUSD provided field use times in the fall and spring for City scheduled recreation programs. Staff predominately uses its field allocation rights to provide the City's youth sports organizations such as AYSO with practice fields. The City Council, on May 12, 2009, approved Amendment No. 1 to the Joint Recreation Maintenance and Operation Agreement (Attachment 1). The Agreement can be extended by written notification from both parties and the current Agreement term expires on April 26, 2014. City staff and SVUSD staff desire to extend the Agreement for another year, until April 26, 2015, under the same terms and conditions. In addition, SVUSD is interested in upgrading the Laguna Hills High School's upper field to an artificial turf field and staff is seeking direction from the City Council on its interest for staff to continue in conversations with SVUSD about this project. An image of the field layout is attached to this staff report (Attachment 3).

BACKGROUND:

Joint Use Agreement One Year Extension

Effective April 26, 1994, the City of Laguna Hills entered into an Agreement with SVUSD to allow the joint use of high school athletic fields at Laguna Hills High School. The City and SVUSD staff refers to this area as the upper field and does not include the varsity baseball field. At the time of the development of the Agreement, the City was just completing the Cabot Park Sports Fields and the Community Center and Sports Complex was not yet constructed. There were no night-lit fields within the City and an opportunity was identified to fund and construct lights on some of the athletic fields at Laguna Hills High School in return for the authority to program these fields for City recreation supported activities such as youth sports.

In accordance to this Agreement, the City of Laguna Hills has first priority use of the upper field from 5 PM until 10 PM, Monday through Thursdays, during the months of March through May. The same priority use occurs for the City during the months of September through December at the same times and days of the week. Staff predominately uses its first priority field allocation rights to provide the City's youth sports organizations such as AYSO and Laguna Hills Little League with practice fields.

The Joint Use Agreement was set to expire in April 2009, and in accordance with the original terms of the Agreement, the City and SVUSD acknowledged in writing their mutual interest in extending the terms of the existing Agreement and the City Attorney's office prepared Amendment No. 1 to the Joint Recreation Maintenance and Operation Agreement. On May 12, 2009, the City Council authorized the City Manager to sign Amendment No. 1 which extended the Agreement to April 26, 2011, and permitted the parties to extend the Agreement beyond this date upon written notification.

With mutual interest to continue forward with the Agreement past April 26, 2011, the City and SVUSD exercised three one-year extensions of the Agreement to bring the parties to the current Agreement term expiration date of April 26, 2014.

City staff and SVUSD staff have recently met and desire to extend the Agreement for another year until April 26, 2015. As stated in Amendment No. 1, the term of the Agreement may be further extended by written consent of the parties and any extension is to be finalized at least 90 days in advance of the current Agreement term.

Upon City Council approval, the City Manager will send a letter to SVUSD to acknowledge the City's intent to extend the Agreement under the same terms and conditions.

Artificial Turf for Upper High School Field

SVUSD desires to renovate the upper High School field with multi-use artificial turf. A proposed field layout of what SVUSD currently envisions for an artificial turf field is included with this staff report as Attachment 3. City staff and SVUSD have been in discussions about this project and SVUSD is requesting funding assistance from the City for this renovation project. The estimated cost for an artificial turf field as depicted in Attachment 3 is approximately \$2 million.

Invariably, an artificial turf field renovation project for this area will be tied to a new joint use agreement, or an amendment to an existing agreement, that will provide mutually beneficial terms and conditions for both parties such as field allocation rights, capital investment, etc. However, the specific terms and conditions of such an agreement and the details of an artificial turf renovation project have not been finalized. At this time, staff is seeking the City Council's interest with the concept of this type of project and its direction for staff to continue in conversations with SVUSD to develop the necessary terms and conditions, all of which will be brought back to the City Council at a future date.

FISCAL IMPACT:

The City's share of the annual electricity costs for night lighting of the athletic fields and a proportionate share of the annual field maintenance costs has ranged from \$2,000 to \$8,000 in the past several years. As mentioned above, the rough estimated cost for an artificial turf field is \$2 million. Discussions with the school district related to this project arose subsequent to the adoption of the current biennial budget. Consequently, there is no money in the budget/CIP for this project.

ATTACHMENTS:

1. Amendment No. 1 to Joint Use Agreement
2. Joint Recreation Maintenance and Operation Agreement
3. Proposed Artificial Turf Field Layout for High School Upper Field

ATTACHMENT 1

Amendment No. 1 to Joint Use Agreement

**AMENDMENT NO.1
TO
JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT**

THIS FIRST AMENDMENT to the Joint Recreation Maintenance and Operation Agreement (the "Amendment") is made and entered into to be effective the 22nd day of April 2009 by and between the CITY OF LAGUNA HILLS, a general law city and municipal corporation (hereinafter referred to as the "City") and SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, (hereinafter referred to as the "District") (collectively, the "Parties").

RECITALS

A. City and District previously entered into a Joint Recreation Maintenance and Operation Agreement (the "Agreement"), which was made and entered into on April 26, 1994, concerning the construction and maintenance of recreational facilities and the operation of community recreational programs for an initial term of fifteen (15) years. A copy of the Agreement is attached as Exhibit "A" hereto and is incorporated herein by this reference. Unless extended by the Parties, the Agreement will expire on April 26, 2009.

B. Section 2.1 of the Agreement provides that the Agreement may be extended by mutual written consent of the parties, and that the terms of any extension are to be negotiated and finalized at least ninety (90) days before the end of the term of the Agreement.

C. City and District desire to amend the Agreement to extend the term of the Agreement for one (1) year, to April 26, 2010, with an automatic extension thereafter to April 26, 2011, unless either party provides written notice of termination to the other party at least ninety (90) days in advance of April 26, 2010.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 2.1, "Term," of the Agreement: Section 2.1 is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be 16 years commencing on April 26, 1994 and expiring on April 26, 2010. Thereafter, the term of this Agreement shall automatically extend to April 26, 2011, unless either party provides written notice of termination to the other party at least ninety (90) days in advance of April 26, 2010. The term of the Agreement may be further extended by written consent of the parties. The terms and conditions of any extension are to be negotiated and finalized at least ninety (90) days before the end of this term or any extension thereof."

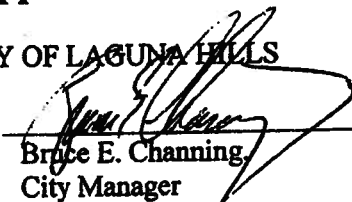
2. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All of the terms, conditions, and

provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.

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

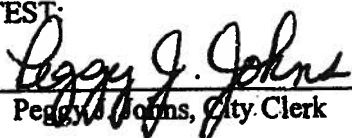
"CITY"

CITY OF LAGUNA HILLS

By: 

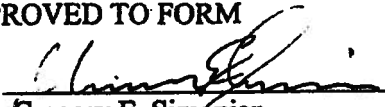
Bruce E. Channing
City Manager

ATTEST:

By: 

Peggy J. Johns, City Clerk

APPROVED TO FORM

By: 

Gregory E. Simonian,
City Attorney

"DISTRICT"

SADDLEBACK VALLEY UNIFIED
SCHOOL DISTRICT

By: 

Steven L. Fish, Ed.D., Superintendent

ATTEST:


Clerk of the Board of Education

APPROVED AS TO FORM:

General Counsel

ATTACHMENT 2

Joint Recreation Maintenance and Operation Agreement

JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT

CITY OF LAGUNA HILLS

AND

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

Dated: April 26, 1994

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JOINT RECREATION MAINTENANCE AND OPERATION AGREEMENT
CITY OF LAGUNA HILLS AND
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

LAGUNA HILLS HIGH SCHOOL

This Joint Recreation Maintenance and Operation Agreement ("Agreement"), is entered into this 26th day of April, 1994, by and between the City of Laguna Hills ("City") and the Saddleback Valley Unified School District ("District").

R E C I T A L S

a. District is the owner of certain real property on the Laguna Hills High School campus situated in the City of Laguna Hills, and as described in Exhibit A (the "Property").

b. City lacks necessary athletic and recreational facilities to meet the needs of its citizens.

c. District is also in need of improved athletic and recreational facilities.

d. City desires to provide the necessary funding so that District can construct certain lighting improvements (the "Improvements") on the Property, as more fully described in Exhibit B attached hereto. The Improvements will be constructed with the mutual consent and full approval of both the City and the District.

e. The Property is ideally suited for meeting the stated purpose.

f. City and District have both adopted a joint resolution expressing their mutual desire to cooperate in providing recreational facilities for Laguna Hills students and residents.

g. Education Code Section 10900 et seq. authorizes the governing bodies of City and District to enter into agreements for the construction and maintenance of recreational facilities and the operation of community recreational programs.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

Article 1. General

1.1 The parties agree that the Recitals set forth above are true and correct and are incorporated herein as an integral part of this Agreement.

1.2 Subject to the conditions as set forth herein, District has been granted the right to construct the Improvements on the Property at City expense, and to use the Property and the Improvements during the term of this Agreement at no expense to the District other than those specified in Article 6.

1.3 Subject to the conditions set forth herein, City is hereby granted the right to use the Property and the Improvements during the term of this Agreement at no cost to the City except as specified in Articles 5 and 6.

Article 2. Term

2.1 The term of this Agreement shall be 15 years commencing on April 26, 1994. The conditions and term of the Agreement may be extended by mutual written consent of the parties. The terms of any extension are to be negotiated and finalized at least ninety (90) days before the end of this term or any extension thereof.

2.2 This Agreement may be terminated by either party at an earlier date than specified under Section 2.1 by providing written notice to the other party at least ninety (90) days in advance of the early termination date. Early termination shall not relieve either party of any obligations, financial or otherwise, which are owing at the time of termination or which extend beyond the termination date.

Article 3. Use

3.1 During the term of this Agreement, Property and Improvements shall be used only for recreational purposes, including school activities, as authorized under the jurisdiction of either the City or the District, unless specifically agreed to in writing by Authorized Representatives of both parties. The Authorized Representatives shall be as follows:

For the City: City Manager or designee

For the District: Superintendent or designee

3.2 City and District agree that both parties have the obligation to use the Property and Improvements in a responsible manner so as to maintain the Property in an acceptable condition, and to extend the life of the Improvements. Should a dispute arise between City and District as to the use of the Property and Improvements, the parties shall attempt to settle such dispute through informal discussions between their respective Authorized Representatives. Should City and District be unable to resolve the dispute through such informal procedure, the provisions of Article 13 shall take effect.

Article 4. CEQA Compliance

4.1 City and District agree that construction of the Improvements constitutes a project under the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq. City is the lead agency for CEQA compliance, and has prepared all necessary documentation, held such public hearings as are required under CEQA, and has borne the costs involved in complying with CEQA.

4.2 After compliance with the CEQA process, City has determined that the project will not have a significant impact upon the environment and has prepared a Negative Declaration which has been approved by the City Council and has, or will be, posted as required by CEQA.

Article 5. Construction of Improvements

5.1 The Improvements are to be constructed so as to meet all requirements of the Office of State Architect ("OSA") and the Office of Local Assistance ("OLA"). District shall employ District-approved architects to provide all necessary documents for state approval and bidding of the project. District will be responsible for advertising the bid for the project and awarding the bid after consultation with City.

5.2 City shall supply District with all necessary documents and plans so that the District-approved architect can complete satisfactory plans for approval by OSA, OLA, and the District Board of Education.

5.3 Any construction schedule for the Improvements will be mutually agreed upon in writing between the Authorized Representatives of District and City and shall be designed so as not to unnecessarily interfere with ongoing District or school programs. During construction, District shall provide all legally required inspection and supervision of the contractor. Upon completion of the Improvements, District shall provide City with copies of all as-built plans.

5.4 City shall contribute all funds necessary for financing the construction of the Improvements up to a total of One Hundred Ninety-two Thousand Dollars (\$192,000.00), which includes architect's fees and any required testing. Should the lowest responsible bid for the Improvements exceed \$192,000, the bid shall not be awarded without the prior written approval of City. After award of bid, no change orders or other modifications to the Improvements shall be approved by District without prior written approval of City.

5.5 Upon receipt of an invoice or payment request for the Improvements, District shall submit the invoice or payment request directly to City for payment and City shall make payment within thirty (30) days after receipt from the District.

Article 6. Repairs, Maintenance and Alterations

6.1 The District shall have responsibility for maintenance of the Property and the Improvements thereon unless other arrangements are negotiated and finalized in writing.

6.2 The District shall maintain the Property and the Improvements in accordance with normal District operation and maintenance standards. In the event the City has a good faith belief that the Property and the Improvements are not being maintained in a satisfactory manner, the City shall notify the District of specific deficiencies in writing. Upon receipt of such written notice, the District shall undertake to remedy such deficiencies, unless it determines that some or all of the deficiencies noted are not warranted. In the event of disagreement as to required maintenance measures, the matter shall be resolved in accordance with Article 13.

6.3 On or before October 15 of each year during the term of this Agreement (except for the 1994-95 fiscal year), City shall pay to District an amount equal to City's proportionate share of the costs incurred by District to maintain the Property and Improvements (the "Maintenance Fee"). Except for the 1994-95 fiscal year, the annual Maintenance Fee for each fiscal year shall bear the same proportionate relationship to the total maintenance costs for the Property and Improvements as City's actual use of the Property and Improvements bears to the total use of the Property and Improvements during the immediately preceding fiscal year. Attached hereto as Exhibit "C" is a list of maintenance items which shall be included in the calculation of the Maintenance Fee. With the exception of fiscal year 1994-95, the Maintenance Fee set forth in this Section 6.3 shall be reviewed by City and District not later than August 1 of each year, and any modification to the Maintenance Fee shall be approved by City and District no later than September 15 of that year. Within thirty (30) days after execution of this Agreement by both parties, City shall pay to District the sum of Eight Thousand Dollars (\$8,000.00) as an estimated Maintenance Fee for fiscal year 1994-95.

6.4 The Improvements shall have their own electric meter, and the City and District shall each pay their prorata share of the monthly electric bill based upon actual use of the Property and Improvements.

6.5 Major alteration of the Improvements constructed pursuant to this Agreement shall be undertaken only with the mutual written consent of City and District, after costs have been determined and agreed upon in writing in advance. The consent of either party shall not be unreasonably withheld.

Article 7. Administration and Scheduling of Use

7.1 District and City shall each have the responsibility for administration and scheduling of the Property, the Improvements and

the recreational programs conducted thereon during the time allocated to the respective entity as set forth in Section 7.2.

7.2 The scheduling of use of the Property and Improvements shall be governed by the following:

- a. The Master Schedule for use shall be established semi-annually by the City and District no later than November 1 for February through July and May 1 for August through January. Such Master Schedule shall be adjusted as necessary only with the written consent of the Authorized Representatives of City and District.
- b. For the 1994-95 school year, commencing July 1, 1994, the use of the Property and Improvements shall be as follows:
 - i. District shall have exclusive use of the Property during daylight hours on any school day up to the end of normal school activities, including athletic events.
 - ii. City shall have first priority use of the Property and Improvements from the completion of normal school activities (generally, 5:00 P.M. to 6:00 P.M.) until 10:00 P.M. on Monday through Thursday during the months of September through December and March through May.
 - iii. The District Recreation Department shall have first priority use of the Property and Improvements from the completion of District uses until 10:00 P.M. on Friday through Sunday during the months of September through December and March through May, and for all daylight and evening hours, up to 10:00 P.M., during the months of June through August.
 - iv. The City and the District have not yet determined the uses for January and February of 1995, and such uses will be determined in accordance with Section 7.2(a).
 - v. The parties agree that scheduling and use of the Property and Improvements is to be done in the spirit of cooperation and mutual assistance, and therefore, if the agreed upon time blocks are not scheduled by either the City or District, the time may be made available to the other party for use and programming.

- c. No use of the Property or Improvements by City shall unreasonably interfere with District educational (including Adult Education) or extraordinary athletic events at Laguna Hills High School.

Article 8. Insurance and Indemnification

8.1 City shall be responsible for acts or omissions of City, its officers, agents or employees arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless District, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from District, its officers, agents or employees.

8.2 District shall be responsible for acts or omissions of the District, its officers, agents or employees arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless City, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from City, its officers, agents or employees.

8.3 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. Accordingly, during any period of time in which the parties maintain insurance as a regular practice on the operations, buildings or structures it owns, the parties shall maintain the insurance required by this Article. During any period of time in which the parties, as a regular practice, do not maintain insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the parties may meet its insurance requirements under this article in the same manner.

8.4 At any time City is not self-insured or part of an insurance JPA, City shall, during the period of this Agreement, maintain public liability insurance coverage for the acts or omissions of the City described in Section 8.1 in a form to be approved by District in the following minimum amounts:

Bodily Injury (including death)	\$1,000,000
Each person, each occurrence	\$1,000,000
Property damage	\$ 200,000

Policies or certificates evidencing City's coverage as required by this Section shall be filed with District, shall include District as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days written notice to District prior to any material change, termination or cancellation.

8.5 At any time District is not self-insured or part of an insurance JPA, District shall, during the period of this Agreement, maintain public liability insurance coverage for the acts or omissions of the District described in Section 8.2 in a form to be approved by City in the following minimum amounts:

Bodily Injury (including death)	\$1,000,000
Each person, each occurrence	\$1,000,000
Property damage	\$ 200,000

Policies or certificates evidencing the District's coverage required by this Section shall be filed with City, shall include City as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days written notice to City prior to any material change, termination or cancellation.

8.6 District shall provide insurance against loss or damage to the Improvements constructed on the Property by fire, vandalism, malicious mischief and all hazards included in the present all risk coverage endorsement or under the provision of such successor extended coverage endorsements as may then be available in an amount not less than one hundred percent (100%) of the replacement cost of the Improvements.

8.7 The parties agree that the insurance limits referred to in this Article may be increased from time to time by mutual written consent in accord with then accepted practice for California cities and school districts.

Article 9. Disposition of Improvements

9.1 For the initial term of this Agreement, the Improvements shall be the property of City. At the end of the initial fifteen (15) year term of the Agreement, ownership of the Improvements shall be transferred in full, at no cost, to the District.

9.2 At any time during the term of this Agreement, or at the time of any early termination of the Agreement under Section 2.2 District shall have the irrevocable option to purchase the Improvements according to the following schedule:

a. Years 1-5 of the Agreement: District shall reimburse City for the actual amount expended by City for the purchase and installation of the Improvements.

b. Years 6 - 15 of the Agreement: District's reimbursement to City for the actual cost of financing the purchase and installation of the Improvements shall be reduced by ten percent (10%) each year.

9.3 Should City elect to terminate this Agreement before the end of the initial term in accordance with Section 2.2, and should District decline to exercise its option to purchase the Improvements pursuant to Section 9.2, City shall remove the Improvements, at City's sole expense, and restore the property to its original (pre-Agreement) state, normal wear and tear excluded. Should District elect to terminate this Agreement before the end of the initial term and decline to exercise its option to purchase the Improvements pursuant to Section 9.2, District shall contribute fifty percent (50%) of the costs incurred by City in removing the Improvements and restoring the Property to its original (pre-Agreement) state, normal wear and tear excepted. Should District own the Improvements, or elect to purchase the Improvements pursuant to Section 9.2, then, at the time of termination of the Agreement, the Improvements shall remain in place. Thereafter, the cost of any removal of the Improvements shall be borne entirely by District.

Article 10. Damage or Destruction of Improvements

If the Property or any Improvements constructed thereon are destroyed by fire, water, earthquake, flood, storm, or other casualty, City and District shall attempt to reach mutual agreement on the course of action to be taken. City and District may mutually agree in writing to repair the Improvements and/or the Property, and to continue the Agreement. City and District may also mutually agree in writing that repair or reconstruction is infeasible, and therefore may elect to terminate the Agreement. If this election is made, the cost of placing the Property in a condition which does not present a health or safety hazard shall be shared by City and District to the extent not covered by insurance under Article 8. If City and District cannot reach mutual agreement, the dispute will be resolved under Article 13 of this Agreement.

Article 11. Supervision and Clean-up

During their respective times of use as set forth in Article 7 of this Agreement, City and District shall be responsible for adequate supervision and clean-up of the Property and Improvements. City and District shall require any user who contracts to use the Property and Improvements with either entity to provide adequate supervision and guarantees that the Property and Improvements will be cleaned up after such usage. Any user fee charged to contract users shall be sufficient to pay someone to clean up the Property immediately after the use of the Property is completed, and prior to school commencing on the next school day. If no user fee is charged to contract users by City, City will assume the responsibility for clean-up and supervision as set forth in this

Article 11. City and District agree that no use of the Property or Improvements will be allowed when such use involves the consumption or possession of alcohol nor shall any use be allowed which would unreasonably damage the Property or Improvements.

Article 12. Parking Facilities

District and City agree that City's use of the Property and Improvements may at times create an impact on the District's available parking at Laguna Hills High School. Therefore, City shall construct, as part of the Improvements, a temporary, overflow parking area in the open field space adjacent to existing student parking and the Laguna Hills High School football stadium. The District shall maintain the parking area to the same standards as other high school parking lots. Expenses for the construction of this temporary overflow parking area shall be a part of the \$192,000 referenced in Section 5.4. Should the City or District terminate this Agreement under Section 9.3, City shall not be required to remove the temporary parking lot and restore the Property to its original state.

Article 13. Disputes

In the event of a dispute among City and District as to any provision of this Agreement, the following procedures shall be followed: District and City shall each appoint a representative, and the two appointed representatives shall select a third neutral representative. The three representatives so selected shall resolve the dispute by majority vote. The decision of the representatives shall be binding upon the parties.

Article 14. Assignment and Subletting

The rights and obligations of City and District under this Agreement shall not be assigned or sublet without the written consent of the other party; provided, however, that either City or District may permit use of the Property and Improvements by community groups or individuals as required or authorized under their respective jurisdictions.

Article 15. Notice

All communications, notices and demands of any kind which either party may be required or desire to give or serve upon the other party shall be made in writing and sent to the following addresses:

City: City Manager
 City of Laguna Hills
 25201 Paseo de Alicia, Suite 150
 Laguna Hills, CA 92653

District: Superintendent
Saddleback Valley Unified School District
25631 Diseno Drive
Mission Viejo, CA 92691

Any notice sent by mail shall be presumed to have been received by the addressee five (5) business days after posting in United States mail in Orange County, California. Either party may change its address by giving the other party written notice of its new address as herein provided.

Article 16. Eminent Domain

In the event that all or any portion of the Property is taken by eminent domain pursuant to law, District and/or the City shall have the right to terminate this Agreement and be reimbursed from the condemnation proceeds for the fair market value of the Property and Improvements paid for by the District or the City, whichever is applicable.

Article 17. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Article 18. Entire Agreement

This Agreement contains all of the understandings of the parties with respect to the matters contained in this Agreement. All prior or contemporaneous agreements or understandings, oral or written, are merged into this Agreement and shall not be effective for any purpose. No provision of this Agreement may be amended or modified except in writing, signed by the parties or their respective successors-in-interest and expressly stating that it is an amendment to this Agreement.

Article 19. Severability

If any paragraph, section, sentence, clause or phrase contained in this Agreement becomes, or is held by any court of competent jurisdiction to be illegal, null or void or against policy, the remaining portions of this Agreement shall remain in force and effect to the fullest extent permissible by law.

Article 20. Governing Law

This Agreement is executed in and shall be governed by the laws of the State of California.

Article 21. Headings

Headings in this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

Article 22. Incorporation of Exhibits

All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, which may be done in counterparts, as set forth below.

"CITY"

CITY OF LAGUNA HILLS

By [Signature]
Its R. CRAIG SCOTT, MAYOR

April 26, 1994
Date

ATTEST:

[Signature]
City Clerk MARY A. CARLSON

APPROVED AS TO FORM:

ROURKE, WOODRUFF & SPRADLIN

[Signature]
LOIS E. JEFFREY
City Attorney

"DISTRICT"

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By [Signature]
Its Superintendent

April 26, 1994
Date

ATTEST:

[Signature]
Clerk of the Board of Education

APPROVED AS TO FORM:

RUTAN & TUCKER

[Signature]
General Counsel

SENT BY: RUTAN & TUCKER, CM. 4-15-84 4:14PM

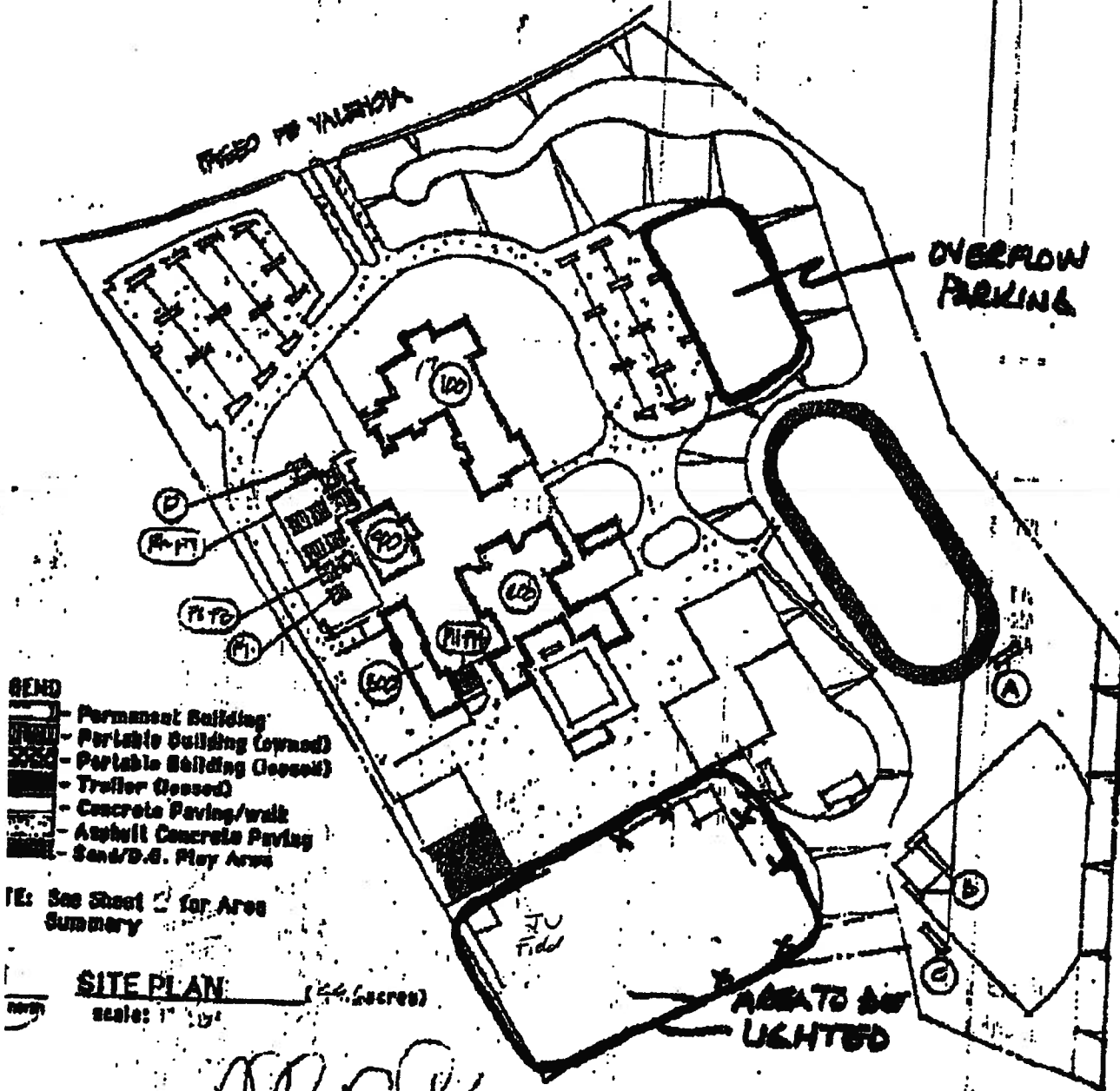
RUTAN & TUCKER-

1 714 835 7787;# 9

DIAGRAM OF BUILDING AREAS

School: Laguna Hills High School
Address: 25401 Paseo de la Encina, Laguna Hills 92653
District: San Joaquin Valley Unified
County: Orange

Exist. Stops sp-1A
Basic Plans sp-2A
Final Plans sp-3A



GENO

- Permanent Building
- Portable Building (wood)
- Portable Building (concrete)
- Trailer (wood)
- Concrete Paving/walk
- Asphalt Concrete Paving
- Sand/D.G. Play Area

IE: See Sheet 1 for Area Summary

SITE PLAN

scale: 1" = 100"

(24.0 acres)

Architect: R. B. R.

Date: 11-20-84 Sheet 1 of 2 Sheets

Rev:

Ralph Bradshaw/Richard Bandy and Associates
271 Eighth Avenue, Suite A - San Diego, California 92101/ Telephone (619) 231-4929

Exhibit "A"

TOTAL P. 83

R-85X

714 8469035

04-15-94 08:00PM P009 #10

Ball Field Lighting

The existing ball fields (A, B and C) are located on the western portion of the site. Fields B and C are 200' fields, and will be lighted as part of this scope of work. The electrical for the lighting system will be taken from the existing Building C electrical room where the main electrical switchboard is located. A conduit in the asphalt parking lot will run in a northwest direction to a pull-box from the building to a conduit installed in the base of the slope running along Laguna Hills Drive. This conduit will run to a second pull box, and then change to a southeasterly direction to the proposed lighting switchboard located adjacent to the existing tennis courts. The lights proposed for each of these fields will be a level 8 type system as manufactured by Mussco Lighting, or an approved equal, with 95% glare control shields.

The fields will be lit with a total of seven poles; three per field, and one shared pole along the southwest border. A set of poles at each field will be installed 30' in each direction of homeplate, approximately 5' behind the backstop. A second set of poles will be installed 160' in each direction of homeplate, approximately 5' behind the backstop. Each pole is between 70 and 80 feet high. There will be approximately 45 fixtures mounted on the seven poles.

Temporary Parking Lot

The student parking lot is located in the southeastern section of the high school site. The parking lot contains 153 paved spaces. There is an ungraded open space adjacent to the southeast of the paved parking lot. The scope of work would include clearing, grubbing and fine-grading this space. A 4' high chainlink fence and gate would be installed at the east and west access points to this temporary parking lot area from the existing parking lot and along the western border adjacent to the high school track area. A 4" thick section of aggregate base will be placed on the fine-graded earth as a driving surface. Two directional signs will be placed at each of the gate entries to the temporary parking area. This temporary parking lot will accommodate approximately 147 additional spaces.

Exhibit B

157



MAINTENANCE ITEMS SPECIFIED IN ARTICLE 6.3

1. Brick dust replacement - 2 fields.
2. Field/infield preparation and watering.
3. Repair/replacement of benches and other field amenities.
4. Repair and maintenance of fences, backstops, dugouts, etc. for safety reasons.

PS21397060989-002812093440. 04/20/94

Exhibit C

2/11/2014 ITEM NO. 6.3.1

