



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, December 13, 2022 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Dave Wheeler, Mayor

Janine Heft, Mayor Pro Tempore
Erica Pezold, Council Member

Don Caskey, Council Member
Don Sedgwick, Council Member

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

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

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

Submission of Electronic Public Comments: While you may attend this meeting in person, those wishing to make electronic public comments may submit their comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on December 13, 2022. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. If you wish to submit a public comment on more than one agenda item, please send a separate email for each item you are commenting on. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council in advance to allow time for the Council Members to read them.

Announcement of Electronic Public Comments: During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all email comments received by 5:00 p.m. on December 13, 2022. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted. The email comments, including your name, will become part of the record of the City Council meeting and will be public information.

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

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

INVOCATION: Chaplain Jim Davis of Orange County Sheriff's Department

PLEDGE OF ALLEGIANCE: Council Member Sedgwick

ROLL CALL OF CITY COUNCIL MEMBERS**CITY COUNCIL REORGANIZATION****Certification of the General Municipal Election Held on November 8, 2022**

Recommendation: That the City Council: 1) Receive and file the Certificate of Results for the General Municipal Election held on Tuesday, November 8, 2022; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, reciting the fact of the General Municipal Election held on Tuesday, November 8, 2022, declaring the results and such other matters as provided by law."

Recognition of Outgoing Council Member

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the service of Council Member Don Sedgwick" and that the City Council present a Resolution of Commendation and City Tile to Don Sedgwick.

Remarks of Outgoing Council Member

Recommendation: That the City Council receive remarks from outgoing Council Member Sedgwick.

Remarks of Council Members Regarding Council Member Sedgwick's service to the City.

Recommendation: That the City Council provide remarks regarding Council Member Sedgwick's services to the City.

RECESS AND RECONVENE

CITY COUNCIL REORGANIZATION (continued)**Oaths of Office for New Council Members**

Recommendation: That the City Council Members elected at the November 8, 2022, Municipal Election, receive their ceremonial oath of office.

Remarks of Outgoing Mayor

Recommendation: That the City Council receive remarks from outgoing Mayor Wheeler.

Election of Mayor

Recommendation: That the City Council nominate and elect a Mayor to serve until December 12, 2023.

Recognition of Outgoing Mayor and Resolution of Commendation, David Wheeler, Mayor

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, commending David Wheeler as Mayor" and that the City Council present the Resolution and a plaque to David Wheeler recognizing his service to the City.

Remarks of Council Members Regarding Mayor Wheeler's Service to the City.

Recommendation: That the City Council provide remarks regarding Mayor Wheeler's service to the City.

Remarks of Newly Appointed Mayor

Recommendation: That the City Council receive remarks from the newly appointed Mayor.

Election of Mayor Pro Tempore

Recommendation: That the City Council nominate and elect a Mayor Pro Tempore to serve until December 12, 2023.

RECESS AND RECONVENE

ROLL CALL OF CITY COUNCIL MEMBERS**1. PRESENTATIONS AND PROCLAMATIONS****1.1 Laguna Hills High School Student Liaison**

Recommendation: That the City Council receive an oral report from Laguna Hills High School 2022 Fall Student Liaison Ella Carnahan.

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

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

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for November 15, 2022, Adjourned Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the November 15, 2022, Adjourned Regular Meeting.

4.3 Ratification of December 13, 2022, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from November 4, 2022, to December 1, 2022, in the amount of \$1,478,251.09.

4.4 Records Retention Management

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

4.5 Affirmation of Appointments List for City Boards, Commissions, and Committees

Recommendation: That the City Council affirm the Local Appointments List and direct that it be posted on the City's web site, at City Hall and in the Laguna Hills Branch Technology Library in accordance with Government Code Section 54972, the Maddy Act.

4.6 Resolution Establishing the Classifications of Community Services Manager and Deputy City Clerk Along with the Salary Range and Benefits for Each Classification Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing the classifications of Community Services Manager and Deputy City Clerk along with the salary range and benefits for each classification within the bargaining unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association"

4.7 Resolution Updating Designation of Assistant and Deputy City Attorneys Within the Office of City Attorney as Required by Laguna Hills Municipal Code Chapter 2-20

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Updating Designation of Assistant and Deputy City Attorneys within the Office of City Attorney as Required by Laguna Hills Municipal Code Chapter 2-20."

4.8 2023 City Council Meeting Calendar

Recommendation: That the City Council adopt the proposed 2023 City Council Meeting Calendar.

4.9 Community Center and Sports Complex Site Improvements Project, CIP 237

Recommendation: That the City Council: 1) Approve the plans and specifications and authorize the advertisement for bids for the Community Center and Sports Complex Site Improvements Project, CIP 237; 2) Allow the City Engineer to make minor edits to the plans and specifications as necessary prior to advertisement of the project; and 3) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

4.10 M2 Expenditure Report to the Orange County Transportation Authority for the Fiscal Year Ended June 30, 2022

Recommendation: That the City Council: 1) Approve the M2 Expenditure Report for the fiscal year ended June 30, 2022, for submittal to the Orange County Transportation Authority; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the Measure M2 (M2) Expenditure Report for the City of Laguna Hills for the fiscal year ended June 30, 2022."

4.11 Treasurer's Investment Report for September 2022

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

4.12 Annual Review of Investment & Portfolio Policies and Delegation of Investment Authority to the City Treasurer

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, delegating investment authority to the City Treasurer and approving a policy for the investment of surplus City funds and rescinding Resolution No. 2021-12-14-4."

4.13 Resolution Recognizing a Time Capsule at the Community Center and Directing Future City Councils to Open the Time Capsule on the City's 60TH Anniversary and 100TH Anniversary

Recommendation: That the City Council: 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the time capsule at the Community Center and recommending future City Councils to open the time capsule on the 60th and 100th anniversaries of the City of Laguna Hills."; and 2) Approve the inventory submitted by the Heritage Day Ad Hoc Committee.

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY**

There are no separate Planning Agency Business Items for this meeting.

6. CITY COUNCIL PUBLIC HEARINGS**7. ADMINISTRATIVE REPORTS****7.1. City Manager****7.2. City Clerk****7.2.1 City Council "Other Agencies" Appointed Representatives**

Recommendation: That the City Council take the following actions:

1) Review the City of Laguna Hills City Council "Other Agencies" Appointed Representatives List, provide directions to staff regarding any necessary changes for appointments to the list, and by motion, approve the City Council "Other Agencies" Appointed Representatives List, as revised by the City Council; and

2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California designating and appointing its Representative to the Orange County Fire Authority's Board of Directors; " and

3) Approve and direct the City Clerk to prepare and post an updated FPPC Disclosure Form 806 to reflect all paid appointments to "Other Agencies" boards, committees, and/or commissions in accordance with state law.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

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

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

1. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
November 17, 2022 meeting.
2. South OC Watershed Management Area Executive Committee
(Mayor Wheeler)
November 17, 2022 meeting.
3. Association of California Cities - OC
(Mayor Pro Tempore Heft)
December 1, 2022 Annual Business meeting.

10. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be January 10, 2023, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by December 9, 2022, at 5:00 p.m.



Jennifer Lee, City Clerk

December 9, 2022

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: Certification of the General Municipal Election Held on November 8, 2022

RECOMMENDATION: That the City Council: 1) Receive and file the Certificate of Results for the General Municipal Election held on Tuesday, November 8, 2022; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, reciting the fact of the General Municipal Election held on Tuesday, November 8, 2022, declaring the results and such other matters as provided by law."

SUMMARY:

On May 10, 2022, the City Council adopted Resolution No. 2022-05-10-1 calling for the City's General Municipal Election to be held on November 8, 2022, Election for the purpose of electing three Members of the City Council for the full term of four years and one Member of the City Council for the partial term of two years. Resolution No. 2022-05-10-2 was also adopted requesting the Orange County Board of Supervisors consolidate the Municipal Election with the November 8, 2022, Statewide General Election and provide election services through the Registrar of Voters' Office.

On Tuesday, November 8, 2022, the General Municipal Election was conducted and the Orange County Registrar of Voters has canvassed the returns and certified the results if the election. State Elections Code Section 10262(b) requires that the City Council certify the election results no later than the next regularly scheduled City Council meeting following the Orange County Registrar of Voters' final canvass of the returns.

Additionally, State Election Code Section 10263 requires that upon completion of the canvass and before installing the new officers, the governing body shall adopt a Resolution reciting the fact of the election and the other matters that are enumerated.

The official canvass of the election, which is attached hereto, and referenced as “Exhibit A” of the proposed Resolution, contains a report of votes cast for each candidate.

ATTACHMENTS:

- Proposed Resolution - Certification of Election
- Exhibit A - Official Canvas of Election

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 8, 2022, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

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

WHEREAS, a General Municipal Election was held and conducted in the City of Laguna Hills, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form, and manner as provided by law; that voting precincts were properly established; that election officers were appointed, and that in all respects the election was held and conducted and the votes were cast, received, and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the County Elections Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached, and made a part hereof as "Exhibit A."

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

SECTION 1. That the whole number of Vote Center ballots cast was 2,123. That the whole number of vote-by-mail ballots cast in the City was 10,157, making a total of 12,280 ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for City Council Member are as follows:

Full Term of Four Years
Erica Pezold
Dave Wheeler
Joshua Sweeney

Partial Term of Two Years
Don Caskey

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates are as listed in "Exhibit A".

SECTION 4. The City Council does declare and determine that: **Erica Pezold** was elected as Member of the City Council for the full term of four years; **Dave Wheeler** was elected as Member of the City Council for the full term of four years; **Joshua Sweeney** was elected as Member of the City Council for the full term of four years; and **Don Caskey** was elected as Member of the City Council for the partial term of two years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: 1) the whole number of ballots cast in the City; 2) the names of the persons voted for; 3) for what office each person was voted for; 4) the number of votes given at each precinct to each person; and 5) the total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk, or designee, shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

CITY OF LAGUNA HILLS Member, City Council, Full Term

Vote Center Totals

District	Registration	Ballots Cast	Turnout (%)	ERICA PEZOLD	JOSHUA SWEENEY	DAVID WHEELER	PARSHAN KHOSRAVI
Orange County	20,026	2,123	10.6	1,294	1,244	1,208	365
Orange County	20,026	2,123	10.6	1,294	1,244	1,208	365
40th Congressional District	16,632	1,711	10.3	1,088	1,023	998	289
47th Congressional District	3,394	412	12.1	206	221	210	76
37th Senate District	0	0	0.0	0	0	0	0
38th Senate District	20,026	2,123	10.6	1,294	1,244	1,208	365
72nd Assembly District	20,026	2,123	10.6	1,294	1,244	1,208	365
73rd Assembly District	0	0	0.0	0	0	0	0
5th Supervisorial District	20,026	2,123	10.6	1,294	1,244	1,208	365
Laguna Hills	20,026	2,123	10.6	1,294	1,244	1,208	365
State Board of Equalization (4th District)	20,026	2,123	10.6	1,294	1,244	1,208	365
County Board of Education Trustee Area 5	20,026	2,123	10.6	1,294	1,244	1,208	365
South Orange County Community College District	20,026	2,123	10.6	1,294	1,244	1,208	365
South Orange County Community College District Trustee Area 5	17,068	1,760	10.3	1,114	1,057	1,021	297
South Orange County Community College District Trustee Area 6	2,958	363	12.3	180	187	187	68
Capistrano Unified School District	10	0	0.0	0	0	0	0
Capistrano Unified School District Trustee Area 6	10	0	0.0	0	0	0	0
Saddleback Valley Unified School District	20,016	2,123	10.6	1,294	1,244	1,208	365
Saddleback Valley Unif Sch Dist Trustee Area 1	3,396	412	12.1	206	221	210	76
Saddleback Valley Unif Sch Dist Trustee Area 2	16,620	1,711	10.3	1,088	1,023	998	289
Municipal Water District Of Orange County	20,026	2,123	10.6	1,294	1,244	1,208	365
Municipal Water District of Orange County Div 5	20,026	2,123	10.6	1,294	1,244	1,208	365
Orange County Water District	0	0	0.0	0	0	0	0
Orange County Water District Division 5	0	0	0.0	0	0	0	0
Moulton-Niguel Water District	14,713	1,521	10.3	979	902	898	247
El Toro Water District	5,313	602	11.3	315	342	310	118
South Orange County Community College District - Short Hist 6	0	0	0.0	0	0	0	0
Historical 2010 - 45th Congressional District	20,026	2,123	10.6	1,294	1,244	1,208	365
Historical 2010 - 36th Senate District	20,026	2,123	10.6	1,294	1,244	1,208	365
Historical 2010 - 73rd Assembly District	20,026	2,123	10.6	1,294	1,244	1,208	365
Historical 2010 - State Board of Equalization (4th District)	20,026	2,123	10.6	1,294	1,244	1,208	365
Historical 2010 - 5th Supervisorial District	20,026	2,123	10.6	1,294	1,244	1,208	365
Historical 2010 - County Board of Education Trustee Area 5	20,026	2,123	10.6	1,294	1,244	1,208	365
Vote Center Totals	20,026	2,123	10.6	1,294	1,244	1,208	365

CITY OF LAGUNA HILLS Member, City Council, Full Term

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	ERICA PEZOLD	JOSHUA SWEENEY	DAVID WHEELER	PARSHAN KHOSRAVI
Orange County	20,026	10,157	50.7	5623	4476	5439	3112
Orange County	20,026	10,157	50.7	5623	4476	5439	3112
40th Congressional District	16,632	8,555	51.4	4801	3877	4669	2547
47th Congressional District	3,394	1,602	47.2	822	599	770	565
37th Senate District	0	0	0.0	0	0	0	0
38th Senate District	20,026	10,157	50.7	5623	4476	5439	3112
72nd Assembly District	20,026	10,157	50.7	5623	4476	5439	3112
73rd Assembly District	0	0	0.0	0	0	0	0
5th Supervisorial District	20,026	10,157	50.7	5623	4476	5439	3112
Laguna Hills	20,026	10,157	50.7	5623	4476	5439	3112
State Board of Equalization (4th District)	20,026	10,157	50.7	5623	4476	5439	3112
County Board of Education Trustee Area 5	20,026	10,157	50.7	5623	4476	5439	3112
South Orange County Community College District	20,026	10,157	50.7	5623	4476	5439	3112
South Orange County Community College District Trustee Area 5	17,068	8,746	51.2	4914	3959	4776	2601
South Orange County Community College District Trustee Area 6	2,958	1,411	47.7	709	517	663	511
Capistrano Unified School District	10	6	60.0	2	2	3	2
Capistrano Unified School District Trustee Area 6	10	6	60.0	2	2	3	2
Saddleback Valley Unified School District	20,016	10,151	50.7	5621	4474	5436	3110
Saddleback Valley Unif Sch Dist Trustee Area 1	3,396	1,602	47.2	822	599	770	565
Saddleback Valley Unif Sch Dist Trustee Area 2	16,620	8,549	51.4	4799	3875	4666	2545
Municipal Water District Of Orange County	20,026	10,157	50.7	5623	4476	5439	3112
Municipal Water District of Orange County Div 5	20,026	10,157	50.7	5623	4476	5439	3112
Orange County Water District	0	0	0.0	0	0	0	0
Orange County Water District Division 5	0	0	0.0	0	0	0	0
Moulton-Niguel Water District	14,713	7,645	52.0	4320	3465	4207	2261
El Toro Water District	5,313	2,512	47.3	1303	1011	1232	851
South Orange County Community College District - Short Hist 6	0	0	0.0	0	0	0	0
Historical 2010 - 45th Congressional District	20,026	10,157	50.7	5623	4476	5439	3112
Historical 2010 - 36th Senate District	20,026	10,157	50.7	5623	4476	5439	3112
Historical 2010 - 73rd Assembly District	20,026	10,157	50.7	5623	4476	5439	3112
Historical 2010 - State Board of Equalization (4th District)	20,026	10,157	50.7	5623	4476	5439	3112
Historical 2010 - 5th Supervisorial District	20,026	10,157	50.7	5623	4476	5439	3112
Historical 2010 - County Board of Education Trustee Area 5	20,026	10,157	50.7	5623	4476	5439	3112
Vote by Mail Totals	20,026	10,157	50.7	5,623	4,476	5,439	3,112

CITY OF LAGUNA HILLS Member, City Council, Full Term

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	ERICA PEZOLD	JOSHUA SWEENEY	DAVID WHEELER	PARSHAN KHOSRAVI
Orange County	20,026	12,280	61.3	6917	5720	6647	3477
Orange County	20,026	12,280	61.3	6917	5720	6647	3477
40th Congressional District	16,632	10,266	61.7	5889	4900	5667	2836
47th Congressional District	3,394	2,014	59.3	1028	820	980	641
37th Senate District	0	0	0.0	0	0	0	0
38th Senate District	20,026	12,280	61.3	6917	5720	6647	3477
72nd Assembly District	20,026	12,280	61.3	6917	5720	6647	3477
73rd Assembly District	0	0	0.0	0	0	0	0
5th Supervisorial District	20,026	12,280	61.3	6917	5720	6647	3477
Laguna Hills	20,026	12,280	61.3	6917	5720	6647	3477
State Board of Equalization (4th District)	20,026	12,280	61.3	6917	5720	6647	3477
County Board of Education Trustee Area 5	20,026	12,280	61.3	6917	5720	6647	3477
South Orange County Community College District	20,026	12,280	61.3	6917	5720	6647	3477
South Orange County Community College District Trustee Area 5	17,068	10,506	61.6	6028	5016	5797	2898
South Orange County Community College District Trustee Area 6	2,958	1,774	60.0	889	704	850	579
Capistrano Unified School District	10	6	60.0	2	2	3	2
Capistrano Unified School District Trustee Area 6	10	6	60.0	2	2	3	2
Saddleback Valley Unified School District	20,016	12,274	61.3	6915	5718	6644	3475
Saddleback Valley Unif Sch Dist Trustee Area 1	3,396	2,014	59.3	1028	820	980	641
Saddleback Valley Unif Sch Dist Trustee Area 2	16,620	10,260	61.7	5887	4898	5664	2834
Municipal Water District Of Orange County	20,026	12,280	61.3	6917	5720	6647	3477
Municipal Water District of Orange County Div 5	20,026	12,280	61.3	6917	5720	6647	3477
Orange County Water District	0	0	0.0	0	0	0	0
Orange County Water District Division 5	0	0	0.0	0	0	0	0
Moulton-Niguel Water District	14,713	9,166	62.3	5299	4367	5105	2508
El Toro Water District	5,313	3,114	58.6	1618	1353	1542	969
South Orange County Community College District - Short Hist 6	0	0	0.0	0	0	0	0
Historical 2010 - 45th Congressional District	20,026	12,280	61.3	6917	5720	6647	3477
Historical 2010 - 36th Senate District	20,026	12,280	61.3	6917	5720	6647	3477
Historical 2010 - 73rd Assembly District	20,026	12,280	61.3	6917	5720	6647	3477
Historical 2010 - State Board of Equalization (4th District)	20,026	12,280	61.3	6917	5720	6647	3477
Historical 2010 - 5th Supervisorial District	20,026	12,280	61.3	6917	5720	6647	3477
Historical 2010 - County Board of Education Trustee Area 5	20,026	12,280	61.3	6917	5720	6647	3477
Vote Center Totals	20,026	2,123	10.6	1,294	1,244	1,208	365
Vote by Mail Totals	20,026	10,157	50.7	5,623	4,476	5,439	3,112
Grand Totals	20,026	12,280	61.3	6,917	5,720	6,647	3,477

CITY OF LAGUNA HILLS Member, City Council, Short Term

Vote Center Totals

District	Registration	Ballots Cast	Turnout (%)	DONALD CASKEY
Orange County	20,026	2,123	10.6	1,457
Orange County	20,026	2,123	10.6	1,457
40th Congressional District	16,632	1,711	10.3	1,195
47th Congressional District	3,394	412	12.1	262
37th Senate District	0	0	0.0	0
38th Senate District	20,026	2,123	10.6	1,457
72nd Assembly District	20,026	2,123	10.6	1,457
73rd Assembly District	0	0	0.0	0
5th Supervisorial District	20,026	2,123	10.6	1,457
Laguna Hills	20,026	2,123	10.6	1,457
State Board of Equalization (4th District)	20,026	2,123	10.6	1,457
County Board of Education Trustee Area 5	20,026	2,123	10.6	1,457
South Orange County Community College District	20,026	2,123	10.6	1,457
South Orange County Community College District Trustee Area 5	17,068	1,760	10.3	1,230
South Orange County Community College District Trustee Area 6	2,958	363	12.3	227
Capistrano Unified School District	10	0	0.0	0
Capistrano Unified School District Trustee Area 6	10	0	0.0	0
Saddleback Valley Unified School District	20,016	2,123	10.6	1,457
Saddleback Valley Unif Sch Dist Trustee Area 1	3,396	412	12.1	262
Saddleback Valley Unif Sch Dist Trustee Area 2	16,620	1,711	10.3	1,195
Municipal Water District Of Orange County	20,026	2,123	10.6	1,457
Municipal Water District of Orange County Div 5	20,026	2,123	10.6	1,457
Orange County Water District	0	0	0.0	0
Orange County Water District Division 5	0	0	0.0	0
Moulton-Niguel Water District	14,713	1,521	10.3	1,063
El Toro Water District	5,313	602	11.3	394
South Orange County Community College District - Short Hist 6	0	0	0.0	0
Historical 2010 - 45th Congressional District	20,026	2,123	10.6	1,457
Historical 2010 - 36th Senate District	20,026	2,123	10.6	1,457
Historical 2010 - 73rd Assembly District	20,026	2,123	10.6	1,457
Historical 2010 - State Board of Equalization (4th District)	20,026	2,123	10.6	1,457
Historical 2010 - 5th Supervisorial District	20,026	2,123	10.6	1,457
Historical 2010 - County Board of Education Trustee Area 5	20,026	2,123	10.6	1,457
Vote Center Totals	20,026	2,123	10.6	1,457

CITY OF LAGUNA HILLS Member, City Council, Short Term

Vote by Mail
Totals

District	Registration	Ballots Cast	Turnout (%)	DONALD CASKEY
Orange County	20,026	10,157	50.7	6632
Orange County	20,026	10,157	50.7	6632
40th Congressional District	16,632	8,555	51.4	5610
47th Congressional District	3,394	1,602	47.2	1022
37th Senate District	0	0	0.0	0
38th Senate District	20,026	10,157	50.7	6632
72nd Assembly District	20,026	10,157	50.7	6632
73rd Assembly District	0	0	0.0	0
5th Supervisorial District	20,026	10,157	50.7	6632
Laguna Hills	20,026	10,157	50.7	6632
State Board of Equalization (4th District)	20,026	10,157	50.7	6632
County Board of Education Trustee Area 5	20,026	10,157	50.7	6632
South Orange County Community College District	20,026	10,157	50.7	6632
South Orange County Community College District Trustee Area 5	17,068	8,746	51.2	5741
South Orange County Community College District Trustee Area 6	2,958	1,411	47.7	891
Capistrano Unified School District	10	6	60.0	4
Capistrano Unified School District Trustee Area 6	10	6	60.0	4
Saddleback Valley Unified School District	20,016	10,151	50.7	6628
Saddleback Valley Unif Sch Dist Trustee Area 1	3,396	1,602	47.2	1022
Saddleback Valley Unif Sch Dist Trustee Area 2	16,620	8,549	51.4	5606
Municipal Water District Of Orange County	20,026	10,157	50.7	6632
Municipal Water District of Orange County Div 5	20,026	10,157	50.7	6632
Orange County Water District	0	0	0.0	0
Orange County Water District Division 5	0	0	0.0	0
Moulton-Niguel Water District	14,713	7,645	52.0	5036
El Toro Water District	5,313	2,512	47.3	1596
South Orange County Community College District - Short Hist 6	0	0	0.0	0
Historical 2010 - 45th Congressional District	20,026	10,157	50.7	6632
Historical 2010 - 36th Senate District	20,026	10,157	50.7	6632
Historical 2010 - 73rd Assembly District	20,026	10,157	50.7	6632
Historical 2010 - State Board of Equalization (4th District)	20,026	10,157	50.7	6632
Historical 2010 - 5th Supervisorial District	20,026	10,157	50.7	6632
Historical 2010 - County Board of Education Trustee Area 5	20,026	10,157	50.7	6632
Vote by Mail Totals	20,026	10,157	50.7	6,632

CITY OF LAGUNA HILLS Member, City Council, Short Term

Grand Totals

District	Registration	Ballots Cast	Turnout (%)	DONALD CASKEY
Orange County	20,026	12,280	61.3	8089
Orange County	20,026	12,280	61.3	8089
40th Congressional District	16,632	10,266	61.7	6805
47th Congressional District	3,394	2,014	59.3	1284
37th Senate District	0	0	0.0	0
38th Senate District	20,026	12,280	61.3	8089
72nd Assembly District	20,026	12,280	61.3	8089
73rd Assembly District	0	0	0.0	0
5th Supervisorial District	20,026	12,280	61.3	8089
Laguna Hills	20,026	12,280	61.3	8089
State Board of Equalization (4th District)	20,026	12,280	61.3	8089
County Board of Education Trustee Area 5	20,026	12,280	61.3	8089
South Orange County Community College District	20,026	12,280	61.3	8089
South Orange County Community College District Trustee Area 5	17,068	10,506	61.6	6971
South Orange County Community College District Trustee Area 6	2,958	1,774	60.0	1118
Capistrano Unified School District	10	6	60.0	4
Capistrano Unified School District Trustee Area 6	10	6	60.0	4
Saddleback Valley Unified School District	20,016	12,274	61.3	8085
Saddleback Valley Unif Sch Dist Trustee Area 1	3,396	2,014	59.3	1284
Saddleback Valley Unif Sch Dist Trustee Area 2	16,620	10,260	61.7	6801
Municipal Water District Of Orange County	20,026	12,280	61.3	8089
Municipal Water District of Orange County Div 5	20,026	12,280	61.3	8089
Orange County Water District	0	0	0.0	0
Orange County Water District Division 5	0	0	0.0	0
Moulton-Niguel Water District	14,713	9,166	62.3	6099
El Toro Water District	5,313	3,114	58.6	1990
South Orange County Community College District - Short Hist 6	0	0	0.0	0
Historical 2010 - 45th Congressional District	20,026	12,280	61.3	8089
Historical 2010 - 36th Senate District	20,026	12,280	61.3	8089
Historical 2010 - 73rd Assembly District	20,026	12,280	61.3	8089
Historical 2010 - State Board of Equalization (4th District)	20,026	12,280	61.3	8089
Historical 2010 - 5th Supervisorial District	20,026	12,280	61.3	8089
Historical 2010 - County Board of Education Trustee Area 5	20,026	12,280	61.3	8089
Vote Center Totals	20,026	2,123	10.6	1,457
Vote by Mail Totals	20,026	10,157	50.7	6,632
Grand Totals	20,026	12,280	61.3	8,089



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Recognition of Outgoing Council Member

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the service of Council Member Don Sedgwick" and that the City Council present a Resolution of Commendation and City Tile to Don Sedgwick.

SUMMARY:

Council Member Don Sedgwick, was appointed to the City Council by Resolution No. 2014-08-20-1, pursuant to subdivision (a) of Section 10229 of the California Elections Code, due to there not being more candidates than open office seats, took his Oath of Office on December 9, 2014 and was elected to a second term on November 6, 2018. During his term he served as Mayor from December 13, 2016, through December 12, 2017 and from May 14, 2019, through December 10, 2019. It is in order to recognize Council Member Sedgwick for admirably performing his duties and responsibilities as a member of the Laguna Hills City Council and for his service to the City.

ATTACHMENTS:

- Proposed Resolution Recognizing the Service of Council Member Don Sedgwick

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, RECOGNIZING THE
SERVICE OF COUNCIL MEMBER DON SEDGWICK

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

WHEREAS, Don Sedgwick was appointed to the City Council by Resolution No. 2014-08-20-1, pursuant to subdivision (a) of Section 10229 of the California Elections Code, took his original Oath of Office on December 9, 2014, was elected for a second term on November 6, 2018, served with distinction as Mayor for two terms, and has admirably performed his duties and responsibilities as a member of the Laguna Hills City Council by providing excellent and constructive contributions to the delivery of municipal services – both locally and regionally; and

WHEREAS, Don Sedgwick has been and continues to be a strong advocate for transparency and openness in local government, he has displayed outstanding leadership throughout his term on the City Council, particularly regarding his 8 year service as the City's Director on the Orange County Fire Authority Board of Director's; approval of several redevelopment projects including, the Oakbrook Village Shopping Center, the Village at Nellie Gail Ranch, the former Phillips Mazda site, and The Village at Laguna Hills; contributing positively to the general business environment and climate of the community; various public projects including roads and parks to improve the quality of life for residents increasing property values; commitment to preserve Laguna Hills history with an emphasis on providing exceptional recreation, athletic, and community services programs; and finally continued support of our adopted Marine Battalion; and

WHEREAS, Don Sedgwick has advocated for an efficient City government predicated upon fiscally sound business principles and practices, resulting in continued fiscal integrity with award winning budgets and CAFRs; and

WHEREAS, the performance of his duties and responsibilities as Council Member, have been marked by commendable dedication to the City's economic, cultural, and aesthetic development, and focused on the best interests of the City as a whole, and he will be missed by Council Members and staff alike.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, on behalf of all our citizens, does hereby express sincere appreciation and thanks to Don Sedgwick, for his distinguished service to the City of Laguna Hills, highly commend him for the manner in which he has carried out his duties as Council Member, and extend our best wishes for continued success and happiness in all his future endeavors.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2022.

DAVE WHEELER, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: Recognition of Outgoing Mayor and Resolution of Commendation, David Wheeler, Mayor

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, commending David Wheeler as Mayor" and that the City Council present the Resolution and a plaque to David Wheeler recognizing his service to the City.

SUMMARY:

Mayor David Wheeler served his term as Mayor of the City of Laguna Hills from December 14, 2021, through December 13, 2022. It is now in order to recognize Mayor Wheeler for his service to the City as Mayor.

ATTACHMENTS:

- Proposed Resolution Commending David Wheeler as Mayor

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA HILLS, CALIFORNIA, COMMENDING
DAVID WHEELER AS MAYOR

WHEREAS, David Wheeler, was elected to the City Council on November 6, 2018; took his Oath of Office on December 11, 2018; and served as Mayor of the City of Laguna Hills from December 14, 2021, through December 13, 2022; and

WHEREAS, in addition to accepting the responsibilities of Mayor, serving on the City's Economic Development Committee, and faithfully fulfilling his duties and responsibilities, David Wheeler has ably represented the City serving on various boards including serving as the City's delegate to the Association of California Cities – Orange County and Southern California Association of Governments General Assembly, on the Orange County Public Libraries' Library Advisory Board as the City's representative, and as the City's member on the South Orange County Watershed Management Area Executive Committee; and

WHEREAS, during the year that David Wheeler has presided as Mayor, the City Council approved a new Development Agreement and project for The Village at Laguna Hills and a Housing Element and Safety Element Update, instated legislation to prohibit catalytic conversions, adopted new California Building and Fire Codes, hired a new City Manager, and celebrated the City's 30th Anniversary; and

WHEREAS, the performance of his duties and responsibilities as Mayor have been characterized by excellent and constructive contributions to the lasting development of our City, and with detailed attention to financials and enhanced transparency, earning the respect and admiration of his colleagues.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, on behalf of all our citizens, does hereby express its appreciation and thanks to Mayor Wheeler, for his service to the community as Laguna Hills Mayor for 2022.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2022.

ATTEST:

_____, MAYOR

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 13th day of December 2022, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
 City Clerk
ISSUE: Schedule of Future Events

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

SUMMARY:

An Evening with Santa

Wednesday, December 14, 6:00 p.m. – 8:00 p.m., Laguna Hills Community Center Plaza

Holiday Music and Dance Extravaganza performances from local dancers, musicians, and artists

Thursday, December 15, 6:00 p.m. – 8:00 p.m., Laguna Hills Community Center Plaza

Parents Night Out drop your kids off for fun activities while you do some holiday shopping

Friday, December 16, 6:00 p.m. – 9:00 p.m., Laguna Hills Community Center Gymnasium

Christmas Holiday – City Hall & Community Center Closed

Monday, December 26

New Year's Holiday – City Hall & Community Center Closed

Monday, January 2

Biennial Commission Vacancy Application Period

Application Deadline is January 3, 5:00p.m.

City Council Meeting

Tuesday, January 10, 7:00 pm., Laguna Hills Civic Center Council Chamber

Traffic Commission Meeting

Wednesday, January 18, 7:00 pm., Laguna Hills Civic Center Council Chamber

Schedule of Future Events

December 13, 2022

Page 2

ATTACHMENTS:

- 2022 Holiday Events Flyer



For More Information Call 949.707.2680

Community Center - 25555 Alicia Pkwy

Come on down and visit the Laguna Hills Community Center during the Holidays and join us during one of the following Holiday Events. Beginning December 1st, the Community Center Plaza will be decorated with Holiday lights and decorations including a light show that will run every 30 minutes (on the half hour) until 10:00pm during the evening hours. The City's **Holiday Wishing Tree** will be located in the Community Center lobby area for those that desire to hang a wish on the wishing tree.

December 8th - Herald in the Holidays

"Herald in the Holidays" will take place at the Laguna Hills Community Center on **December 8th, from 6:00pm - 8:00pm**. The event will showcase a tree lighting ceremony with a newly planted Laguna Hills outdoor tree—the **City of Laguna Hills Christmas Tree**. Recognition of the burial of the City's time capsule to celebrate the City's 30th Anniversary will also occur. Holiday music will be performed by the **South Orange County Holiday Brass** and the **Concordia Community Handbell Ensemble**. Refreshments will be provided by the Laguna Hills Chamber of Commerce and the OC Sheriff's Department. OC Public Libraries' Laguna Hills Technology Library will share Christmas crafts for the kids. Bring toys to donate to Team Darkhorse to benefit children of the 3rd Battalion, 5th Marines; and bring canned and boxed foods to donate to South County Outreach. Join us for this great event to kick off the holiday season. Dress warm as the festivities will be held outside at the Community Center Plaza and will be moved inside in the event of inclement weather.



December 10th - Breakfast with Santa



Ho, Ho, Ho! Santa will be arriving at the Laguna Hills Community Center for a morning full of holiday fun! Join us for a special celebration complete with a scrumptious breakfast provided by **Polly's Pies**, photos with Santa, and holiday crafts. Pre-Registration is required. \$10.00 for residents and \$15.00 for non-residents. Register on the City of Laguna Hills Holiday Events page. **December 10th, 9:00am - 11:00am**.

December 10th & 15th - Holiday Music and Dance Extravaganza

Celebrate the holidays with performances from local dancers, musicians, and artists at the Laguna Hills Community Center on **December 10th and 15th from 6:00pm - 8:00pm**. **The Laguna Ballet** will present Nutcracker excerpt dances, **OC Dancing** will present holiday ballroom dances, **Jameson Dance Company** will present contemporary holiday dances, and choirs will sing holiday music!



December 10th & 16th - Parents Night Out



Parents, wouldn't it be nice to have an evening out without the kids? Community Services Staff will host two nights at the Community Center, **December 10 and December 16 from 6:00pm - 9:00pm**, for your children to include dinner, bounce houses, crafts and movies. Best of all... its free! This program is offered to children ages 6-12yrs. Pre-Registration is required. Participation is capped at 75 children for each "Parents Night Out" event. Register on the City of Laguna Hills Holiday Events page.

December 14th - An Evening with Santa

Santa Claus is coming to town! Santa is making a stop at the Laguna Hills Community Center on **December 14th from 6:00pm - 8:00pm**, and will be available for pictures inside our giant walkthrough Holiday Ornament. **The Holiday Carolers** will sing carols during Santa Claus' visit. Refreshments will be provided by the Laguna Hills Chamber of Commerce and the OC Sheriff's Department. OC Public Libraries' Laguna Hills Technology Library will share Christmas crafts for the kids. Bring toys to donate to Team Darkhorse to benefit children of the 3rd Battalion, 5th Marines; and bring canned and boxed foods to donate to South County Outreach. Dress warm as the festivities will be held outside at the Community Center Plaza and will be moved inside in the event of inclement weather.





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: Approval of Minutes for November 15, 2022, Adjourned Regular Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the November 15, 2022, Adjourned Regular Meeting.

ATTACHMENTS:

- 221115 CC Minutes

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

**ADJOURNED REGULAR MEETING
MINUTES**

Tuesday, November 15, 2022

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

INVOCATION: Pastor Greg Munck of Crossline Community Church

PLEDGE OF ALLEGIANCE: Council Member Caskey

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Laguna Hills High School 2022 Fall Student Liaison Kia Arfania was not available at the meeting to provide a report.

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

City Clerk Lee announced the upcoming meetings and events.

3. PUBLIC COMMENTS

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

Paul Buller, a resident of Laguna Hills, provided comments requesting an ordinance to regulate gas powered leaf blowers within the City limits.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar.

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

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for October 25, 2022, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the October 25, 2022, Regular Meeting.

4.3 Ratification of November 15, 2022, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from October 14, 2022, to November 3, 2022, in the amount of \$462,874.87.

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

Recommendation: That the City Council adopt Resolution No. 2022-11-15-1: "A Resolution of the City Council of the City of Laguna Hills, California, reestablishing the Associate Engineer classification along with salary range and benefits within the Bargaining Unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

4.5 Proposed Professional Services Agreement with De Novo Planning Group for Consultant Services Related To: General Plan Housing Element Update Certification; Housing Site Inventory Rezoning and Related Environmental Review; and Objective Design Standards

Recommendation: That the City Council:

- 1) Waive formal competitive bidding and request for proposals procedure set forth in the Laguna Hills Municipal Code ("LHMC") Section 3-08.150 pursuant to the exceptions set forth in LHMC Sections 3-08.110(C), (I) and (J) for approval of a proposed Professional Services Agreement with De Novo Planning Group for consultant services related to the following planning services: General Plan Housing Element Update certification; housing site inventory rezoning and related environmental review; and objective design standards;
- 2) Approve and authorize the Mayor or the Mayor Pro Tempore to sign the proposed Professional Services Agreement with De Novo Planning Group, in the total maximum not-to-exceed contract amount of \$281,292.

4.6 Award of Public Works Construction Contract for the Civic Center Cooling Tower Replacement Project, CIP No. 505-A

Recommendation: That the City Council: 1) Award the Public Works Construction Contract for the Civic Center Cooling Tower Replacement Project, CIP No. 505-A, to the lowest responsive bidder, Allison Mechanical, Inc., in the amount of \$146,600.00; 2) Find that the Project is Categorically Exempt from the California Environmental Quality Act (CEQA), as a Class 1 Existing Facilities, pursuant to CEQA Guidelines, Section 15301; 3) reject all other bids; and 4) authorize the Mayor to sign the Public Works Construction Contract.

4.7 Consideration of Amendment No. 2 to Security Patrol Services Agreement with High Level Security Solutions, Inc.

Recommendation: That the City Council approve and authorize the Mayor or Mayor Pro Tempore to sign Amendment No. 2 to Security Patrol Services Agreement with High Level Security Solutions, Inc., in the total maximum contract amount of \$140,000 and authorize the Interim Finance Director to amend the current budget.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

5. PLANNING AGENCY

There were no separate Planning Agency Business Items for this meeting.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 Second Reading & Adoption of Proposed Ordinances Amending Title 10 (Buildings and Construction) and Chapter 5-16 (Fire Code) of the Laguna Hills Municipal Code and Adopting by Reference the 2022 California Building Standards Code and the 2022 California Fire Code

Community Development Director Longenecker reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

Mayor Wheeler opened the public hearing.

Juan Gonzalez, Public Affairs Manager, Southern California Gas Company, responded to Council Member request for additional information.

Mayor Wheeler closed the public hearing.

Recommendation: That the City Council:

1) Conduct a Public Hearing; and

2) Adopt Ordinance No. 2022-3: "An Ordinance of the City of Laguna Hills, California, amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2022 California Building Code, the 2022 California Residential Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California Plumbing Code, the 2022 California Energy Code, the 2022 California Historical Building Code, the 2022 California Existing Building Code, the 2022 California Green Building Standards Code, and the 2022 California Referenced Standards Code, together with certain amendments, additions, and deletions thereto; and adopting by reference the 2021 International Property Maintenance Code."; and

3) Adopt Ordinance No. 2022-4: "An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2022 Edition of the California Fire Code including Appendices B, BB, C, and CC, together with certain amendments, additions, and deletions thereto."

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

7. ADMINISTRATIVE REPORTS

7.1. City Manager

The City Manager gave no Administrative Reports.

7.2. Deputy City Manager/Community Services Director

7.2.1 2022 Heritage Day Post-Event Report

Deputy City Manager/Community Services Director Reynolds reviewed the information in the staff report indicating a correction that the 2023 event will be held on the 4th Saturday of September on September 23, provided a video presentation, and responded to Council Member requests for additional information.

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

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Erica Pezold, Council Member
AYES:	Dave Wheeler, Mayor; Janine Heft, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Don Sedgwick, Council Member

7.2.2 Update on the Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee Work Efforts.

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

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

Recommendation: That the City Council receive an update on the Solid Waste and Recycling Franchise Procurement Ad-Hoc Committee work efforts; and direct staff to proceed forward with Procurement phase of the Memorandum of Understanding Regarding Solid Waste Procurement Services by and between the City of Laguna Hills and the City of Lake Forest ("MOU") as described in this staff report.

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

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized by City Council Members.

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

9.1. Committee Assignment Reports

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

1. OC Public Libraries Library Advisory Board
(Mayor Wheeler)
October 27, 2022 Meeting.

Mayor Wheeler provided an oral report.

2. Association of California Cities - Orange County Legislative and Regulatory Commission
(Mayor Wheeler)
October 27, 2022 Meeting.

Mayor Wheeler provided an oral report.

3. OC Mosquito and Vector Control District Board of Trustees
(Council Member Pezold)
November 10, 2022 Special Meeting.

Council Member Pezold provided no report.

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

Mayor Wheeler reported on an FAA meeting he attended regarding flight paths for John Wayne Airport.

Mayor Wheeler requested the Orange County Sheriff's Department investigate recent noise complaints for events at the Laguna Hills High School.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Wheeler declared the meeting adjourned at 7:58 p.m.

Jennifer Lee, City Clerk

ATTEST:

Mayor

Approved at meeting of December 13, 2022



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022
TO: Mayor and Council Members
FROM: Irwin Bornstein
Interim Finance Director
ISSUE: Ratification of December 13, 2022, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from November 4, 2022, to December 1, 2022, in the amount of \$1,478,251.09.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from November 4, 2022, to December 1, 2022, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Interim Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - December 13, 2022
- Payables Detail Report - December 13, 2022



City of Laguna Hills, CA

Warrant Register - December 13, 2022

By Check Number

Date Range: 11/04/2022 - 12/01/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
1298	A-0359	ANDERSON PENNA PARTNERS, INC.	11/10/2022	1,600.00
1299	B-0304	BEE MAN, THE	11/10/2022	180.00
1300	B-0437	BRINKS, INCORPORATED	11/10/2022	218.47
1301	C-1179	CANON SOLUTIONS AMERICA	11/10/2022	52.43
1302	C-1144	CHARLES ABBOTT ASSOCIATES, INC	11/10/2022	29,988.02
1303	E-0553	CHRISTINA ELKINS	11/10/2022	2,156.00
1304	C-0324	CITY OF MISSION VIEJO	11/10/2022	67,013.00
1305	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	11/10/2022	5,213.00
1306	C-1139	COMPLETE OFFICE OF CALIFORNIA	11/10/2022	1,063.27
1307	C-1008	COUNTY OF ORANGE, NPDES	11/10/2022	20,217.87
1308	C-0023	COX COMMUNICATION	11/10/2022	224.25
1309	E-0593	DALE BRUCE EISENBERG	11/10/2022	493.50
1310	D-0461	DATA TICKET, INC.	11/10/2022	941.66
1311	E-0554	ECONOMICS, INC.	11/10/2022	8,806.66
1312	G-0843	GRIEGO-SANDS, CINDY	11/10/2022	57.51
1313	I-0942	IRVINE RANCH WATER DISTRICT	11/10/2022	151.60
1314	J-1057	JAMEY CLARK, INC.	11/10/2022	2,352.00
1315	M-1388	MOBILE MINI, INC.	11/10/2022	300.77
1316	M-1302	MOULTON NIGUEL WATER DISTRICT	11/10/2022	23,866.99
1317	N-1474	NIEVES LANDSCAPE, INC.	11/10/2022	16,236.37
1318	N-1498	NOBEL SYSTEMS, INC.	11/10/2022	36,200.00
1319	Z-CS-0397	NORTH STAR ALLIANCES	11/10/2022	500.00
1320	O-1525	OCCMA	11/10/2022	260.00
1321	O-1546	OFFICE SOLUTIONS	11/10/2022	359.31
1322	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	11/10/2022	1,816.80
1323	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	11/10/2022	2,305.50
1324	Q-1707	QUEST DIAGNOSTICS	11/10/2022	18.87
1325	R-1830	RALPHS GROCERY COMPANY	11/10/2022	157.26
1326	S-1904	SOUTHERN CALIFORNIA EDISON	11/10/2022	11,372.87
1327	S-2295	SOUTHERN COMPUTER WAREHOUSE	11/10/2022	1,278.40
1328	S-2250	SPARKLETTES	11/10/2022	158.84
1329	T-2682	THE LIFE TRENDS GROUP, TLTG, INC.	11/10/2022	3,028.12
1330	T-2712	TOTAL SOURCE OFFICEWORKS	11/10/2022	425.59
1331	T-2698	TPX COMMUNICATIONS	11/10/2022	689.94
1332	V-2224	VERIZON WIRELESS	11/10/2022	1,365.42
1333	V-2254	VITUITY - URGENT CARE SERVICES, PC	11/10/2022	70.00
1334	W-2337	WEST COAST ARBORISTS, INC.	11/10/2022	35,344.00
1335	W-2450	WEX BANK	11/10/2022	231.84
1336	A-0138	ALL CITY MANAGEMENT, INC.	11/16/2022	7,222.44
1337	A-0375	ANNISON BUSINESS SOLUTIONS	11/16/2022	125.06
1338	A-0365	AT AND T - CALNET 3	11/16/2022	23.92
1339	C-1133	CALIFORNIA YELLOW CAB	11/16/2022	804.00
1340	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	11/16/2022	173.47
1341	C-1139	COMPLETE OFFICE OF CALIFORNIA	11/16/2022	410.59
1342	C-0023	COX COMMUNICATION	11/16/2022	979.41
1343	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	11/16/2022	9,393.12
1344	D-0575	DOG WASTE DEPOT	11/16/2022	619.45
1345	Z-CD-0395	ESTRADA, REYNALDO	11/16/2022	780.00
1346	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	11/16/2022	1,188.00
1347	H-0959	HABASH, JOHN	11/16/2022	318.50
1348	H-0805	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	11/16/2022	320.00
1349	H-0829	HARTZOG AND CRABILL, INC.	11/16/2022	3,048.80

Attachment: Warrant Register - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Warrant Register - December 13, 2022

Date Range: 11/04/2022 - 12/01/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
1350	K-1126	KNIGHT, LORNA	11/16/2022	1,237.60
1351	M-1600	MERCY HOUSE LIVING CENTERS, INC.	11/16/2022	3,576.63
1352	N-1474	NIEVES LANDSCAPE, INC.	11/16/2022	3,587.47
1353	Z-CD-0301	NORLAND ROOFING	11/16/2022	660.00
1354	Z-CD-0396	OC BEST CONSTRUCTION, INC.	11/16/2022	100.00
1355	P-1804	PATROL ONE	11/16/2022	899.00
1356	S-1904	SOUTHERN CALIFORNIA EDISON	11/16/2022	5,458.71
1357	S-2209	STUDIO TWO BLACK DIAMOND	11/16/2022	113.14
1358	Z-CD-0077	SWAN POOLS OF SOUTHERN CALIFORNIA	11/16/2022	500.00
1359	T-2707	TIPTON, ERIK	11/16/2022	65.00
1360	Z-CD-0357	VAZQUEZ, ADRIAN	11/16/2022	690.00
1361	Z-CD-0137	VAZQUEZ, AGUSTIN	11/16/2022	720.00
1362	Z-CS-0398	VELAZQUEZ, GLORIA	11/16/2022	500.00
1363	Z-CS-0399	VENERACION, SONIA	11/16/2022	500.00
1364	W-2377	WILLDAN ENGINEERING	11/16/2022	269.32
1365	R-1801	WOODRUFF, SPRADLIN AND SMART	11/16/2022	42,434.48
1366	Z-CD-0374	HAN, YUN	11/22/2022	5,814.22
1367	B-0432	BARTEL ASSOCIATES, LLC	11/23/2022	1,500.00
1368	Z-CD-0398	CARE FOR THE CHILDREN	11/23/2022	1,000.00
1369	Z-CD-0397	CARRIGAN, HEDI	11/23/2022	639.53
1370	C-1144	CHARLES ABBOTT ASSOCIATES, INC	11/23/2022	29,229.48
1371	L-1388	LAGUNA HILLS INSTA PRINT, INC.	11/23/2022	427.97
1372	M-1302	MOULTON NIGUEL WATER DISTRICT	11/23/2022	6,156.32
1373	Z-CD-0399	NASSAERNIA, MAHNAZ	11/23/2022	794.44
1374	N-1474	NIEVES LANDSCAPE, INC.	11/23/2022	4,168.14
1375	O-1546	OFFICE SOLUTIONS	11/23/2022	407.24
1376	P-1614	PLANNING DIRECTORS ASSOCIATION OF OC	11/23/2022	150.00
1377	R-1881	R.E.S.S.	11/23/2022	382.51
1378	R-1977	RJ ELECTRIC	11/23/2022	3,850.00
1379	S-1902	SAN DIEGO GAS AND ELECTRIC	11/23/2022	49,725.22
1380	S-1902	SAN DIEGO GAS AND ELECTRIC	11/23/2022	11,166.16
1381	S-2250	SPARKLETTS	11/23/2022	201.79
1382	W-2377	WILLDAN ENGINEERING	11/23/2022	392.00
1383	F-0721	FLOCK SAFETY	11/23/2022	6,000.00
1384	A-0349	A SOURCE OF PRIDE	12/01/2022	134.69
1385	A-0365	AT AND T - CALNET 3	12/01/2022	250.85
1386	B-0430	BASICS OF SKATEBOARDING	12/01/2022	583.80
1387	C-1177	CANON FINANCIAL SERVICES, INC.	12/01/2022	575.66
1388	C-1096	CODE PUBLISHING COMPANY, INC.	12/01/2022	599.00
1389	C-1139	COMPLETE OFFICE OF CALIFORNIA	12/01/2022	408.05
1390	C-0023	COX COMMUNICATION	12/01/2022	855.93
1391	E-0593	DALE BRUCE EISENBERG	12/01/2022	157.50
1392	D-0561	DOCU-TRUST	12/01/2022	125.00
1393	F-0709	FIVE STAR TROPHIES	12/01/2022	145.46
1394	F-0721	FLOCK SAFETY	12/01/2022	25,000.00
1395	H-0934	HOME DEPOT	12/01/2022	336.78
1396	M-1302	MOULTON NIGUEL WATER DISTRICT	12/01/2022	148.83
1397	N-1474	NIEVES LANDSCAPE, INC.	12/01/2022	90,186.05
1398	Z-CS-0400	PEREZ, FAVIOLA	12/01/2022	250.00
1399	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	12/01/2022	246.75
1400	R-1855	RICHARD FISHER ASSOCIATES	12/01/2022	9,176.38
1401	R-1977	RJ ELECTRIC	12/01/2022	2,029.00
1402	S-1904	SOUTHERN CALIFORNIA EDISON	12/01/2022	110.54
1403	S-2095	STONE IMAGERY	12/01/2022	808.12
1404	L-1387	THE LUKES NETWORK LLC	12/01/2022	8,711.30
1405	T-2656	TYLER TECHNOLOGIES, INC.	12/01/2022	17,086.28
Total Regular:				643,365.23

Attachment: Warrant Register - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Warrant Register - December 13, 2022

Date Range: 11/04/2022 - 12/01/2022

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002218	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	11/08/2022	11,424.00
DFT0002226	B-0276	BANK OF AMERICA VISA CARD	11/14/2022	867.21
DFT0002227	B-0276	BANK OF AMERICA VISA CARD	11/14/2022	7,734.69
DFT0002228	B-0276	BANK OF AMERICA VISA CARD	11/14/2022	1,471.56
DFT0002229	B-0276	BANK OF AMERICA VISA CARD	11/14/2022	247.83
DFT0002230	B-0276	BANK OF AMERICA VISA CARD	11/14/2022	2,770.48
DFT0002231	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	11/10/2022	809,845.47
DFT0002244	B-0276	BANK OF AMERICA VISA CARD	11/30/2022	524.62
Total Bank Draft:				834,885.86

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	148	108	0.00	643,365.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	-
Bank Drafts	8	8	0.00	834,885.86
EFT's	0	0	0.00	0.00
	156	116	0.00	1,478,251.09

Attachment: Warrant Register - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	148	108	0.00	643,365.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	-
Bank Drafts	8	8	0.00	834,885.86
EFT's	0	0	0.00	0.00
	156	116	0.00	1,478,251.09

Fund Summary

Fund	Name	Period	Amount
998	POOL	11/2022	1,320,325.12
998	POOL	12/2022	157,925.97
			1,478,251.09



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 11/04/2022 - 12/01/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
11/08/2022	HIGH LEVEL SECURITY SOLUTIONS, INC.	5497	Private Security Patrol, Oct '22	100-420-720850	11,424.00
11/10/2022	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000553547	Legal Advertising, Oct '22	100-155-624001	1,816.80
11/10/2022	RALPHS GROCERY COMPANY	0922133480_22A57533	Operating Supplies, Comm Svcs, Oct '22	100-310-622005	20.97
11/10/2022	RALPHS GROCERY COMPANY	0922133545_22A62823	Operating Supplies, Comm Svcs, Oct '22	100-310-622005	59.74
11/10/2022	RALPHS GROCERY COMPANY	1022133918_22B99565	Operating Supplies, Comm Svcs, Nov '22	100-310-622005	76.55
11/10/2022	MOULTON NIGUEL WATER DISTRICT	102722	Water Usage, Public Works, Oct '22	100-355-635000	23,778.71
11/10/2022	MOULTON NIGUEL WATER DISTRICT	102722a	Water Usage, Public Works, Oct '22	100-355-635000	88.28
11/10/2022	COX COMMUNICATION	102822	WiFi, Community Center, Oct '22	100-195-630000	224.25
11/10/2022	VITUITY - URGENT CARE SERVICES,	1067K20515	Recruitment, Nov '22	100-195-617000	70.00
11/10/2022	SOUTHERN CALIFORNIA EDISON	110122 - Acct #7002345C	Street Lights, Traffic Control, Sep & Oct '22	100-355-631000	(557.57)
11/10/2022	SOUTHERN CALIFORNIA EDISON	110122 - Acct #7002345C	Street Lights, Traffic Control, Sep & Oct '22	100-356-631400	11,930.44
11/10/2022	IRVINE RANCH WATER DISTRICT	110222	Water Usage, Public Services, Oct '22	100-355-635000	151.60
11/10/2022	GRIEGO-SANDS, CINDY	110822	Mileage Reimbursement, Gen Gov, 7/12/22 - 10/13/22	100-155-613000	57.51
11/10/2022	DALE BRUCE EISENBERG	110822	Contract Instructor Services, Aikido	100-310-721500	493.50
11/10/2022	CHRISTINA ELKINS	110822	Contract Instructor Services, Dance	100-310-721500	2,156.00
11/10/2022	OCCMA	111022	Membership and Dues, Nov '22	100-155-610000	260.00
11/10/2022	BEE MAN, THE	120515	Bee Removal, Public Works, Nov '22	100-355-720701	180.00
11/10/2022	BRINKS, INCORPORATED	12105900	Courier Fee, Armored Transport, Nov '22	100-155-625000	218.47
11/10/2022	ANDERSON PENNA PARTNERS, INC.	130157	Inspection Services, Oct '22	100-356-700255	1,600.00
11/10/2022	DATA TICKET, INC.	144154	Process Fee, Parking Citations, Oct	100-420-720823	941.66
11/10/2022	NOBEL SYSTEMS, INC.	15519	Computer Consulting Services, 11/1/22 - 10/31/23	100-195-700090	36,200.00
11/10/2022	TPX COMMUNICATIONS	162958320-0	Communications Expense, Nov '22	100-195-630000	689.94
11/10/2022	WEST COAST ARBORISTS, INC.	191865	Tree Trimming Services, Oct '22	100-355-720702	31,744.00
11/10/2022	WEST COAST ARBORISTS, INC.	192166	Tree Trimming Services, Oct '22	100-355-720702	3,600.00
11/10/2022	CITY OF MISSION VIEJO	21000	Animal Care Services, Oct-Dec '22	100-420-720401	67,013.00
11/10/2022	COMPLETE OFFICE OF CALIFORNIA	2712828-0	Computer Supplies, Nov '22	100-195-621000	499.65
11/10/2022	COMPLETE OFFICE OF CALIFORNIA	2712952-0	Computer Supplies, Nov '22	100-195-621000	563.62
11/10/2022	THE LIFE TRENDS GROUP, TLTG, INC.	28669	Training and Education, Sep '22	100-155-611000	750.00
11/10/2022	THE LIFE TRENDS GROUP, TLTG, INC.	28678	Training and Education, Sep '22	100-155-611000	825.00
11/10/2022	THE LIFE TRENDS GROUP, TLTG, INC.	28685	AED, Comm Ctr, Oct '22	100-310-645500	1,453.12
11/10/2022	TOTAL SOURCE OFFICEWORKS	30141	Computer & Office Supplies, Comm Ctr, Nov '22	100-195-621000	275.30
11/10/2022	TOTAL SOURCE OFFICEWORKS	30141	Computer & Office Supplies, Comm Ctr, Nov '22	100-310-620500	150.29
11/10/2022	SPARKLETTTS	4228482 110422	Operating Supplies, Nov '22	100-195-622000	158.84
11/10/2022	CANON SOLUTIONS AMERICA	6002231525	Copier Usage, Community Services, Oct '22	100-195-641200	52.43
11/10/2022	CHARLES ABBOTT ASSOCIATES, INC	64897-A PARKS BILLING	Public Works Other, Oct '22	100-355-720410	150.00
11/10/2022	NIEVES LANDSCAPE, INC.	73260	Monthly and Misc Landscape, Oct '22	100-355-720700	4,550.97
11/10/2022	NIEVES LANDSCAPE, INC.	73261	Monthly and Misc Landscape, Oct '22	100-355-720700	11,685.40
11/10/2022	JAMEY CLARK, INC.	73470	Park Repairs, Public Works, Oct '22	100-355-720701	450.00
11/10/2022	JAMEY CLARK, INC.	73479	Park Repairs, Public Works, Nov '22	100-355-720701	1,526.00
11/10/2022	JAMEY CLARK, INC.	73490	Graffiti Removal, Public Works, Oct	100-355-720500	376.00
11/10/2022	WEX BANK	84609700 POLSVCS	Vehicle Fuel, Oct '22	100-420-613100	231.84

Attachment: Payables Detail Report - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Payables Detail Report

Payment Dates: 11/04/2022 - 12/01/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
11/10/2022	MOBILE MINI, INC.	9015758779	Storage Rental, Community Center, 11/1 - 11/28/22	100-310-641000	82.97
11/10/2022	MOBILE MINI, INC.	9015775709	Storage Rental, Community Center, 11/2 - 11/29/22	100-310-641000	217.80
11/10/2022	QUEST DIAGNOSTICS	9201229716	Pre-employment Drug Testing, Oct	100-195-617000	18.87
11/10/2022	VERIZON WIRELESS	9919077474	Communication Expense, Oct '22	100-195-630000	1,365.42
11/10/2022	NORTH STAR ALLIANCES	FRD-0286	Refund, Facility Deposit, R #1035119.002	100-000-222000	500.00
11/10/2022	OFFICE SOLUTIONS	I-02061791	Office Supplies, Nov '22	100-195-620000	463.71
11/10/2022	SOUTHERN COMPUTER WAREHOUSE	INV00756441	Software License, Oct '22	100-195-720050	1,278.40
11/10/2022	PARKING VIOLATIONS OC	OCT 22	Parking Fee Surcharge, Oct '22	100-420-720823	2,305.50
11/10/2022	TREASURER-TAX COLLECTOR				
11/10/2022	OFFICE SOLUTIONS	PCR-200022	Credit Memo: Operating Supplies, Nov '22	100-195-622000	(104.40)
11/10/2022	COUNTY OF ORANGE, NPDES	PW230222	South OC, Watershed Monitoring, CIP 410	100-600-790600	7,988.74
11/10/2022	COUNTY OF ORANGE, NPDES	PW230285	Watershed Monitoring, CIP #410	100-600-790600	12,229.13
11/10/2022	COMMUNICATIONS CHGS- LAW ENF -	SC13659	Communications Charges, 10/1/22 - 12/31/22	100-420-646000	5,213.00
11/10/2022	COUNTY OF ORANGE				
11/10/2022	OCSO LAW ENFORCEMENT	SH 63518	Law Enforcement Services, Nov '22	100-420-720800	809,845.47
11/14/2022	CONTRACT, OC TREASURER-TAX				
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMDEV	Departmental Expenditure, Oct '22	100-195-617000	121.93
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMDEV	Departmental Expenditure, Oct '22	100-225-611000	74.18
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMDEV	Departmental Expenditure, Oct '22	100-225-623000	51.72
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-195-940000	645.42
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-611000	11.51
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-620500	93.38
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-622500	1,160.93
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-624500	98.88
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-645500	581.82
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-695500	50.00
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-695502	9.99
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-695507	(2,974.50)
11/14/2022	BANK OF AMERICA VISA CARD	102022 COMSVCS	Departmental Expenditure, Oct '22	100-310-695531	8,057.26
11/14/2022	BANK OF AMERICA VISA CARD	102022 GENGOV1	Departmental Expenditure, Oct '22	100-155-612002	250.00
11/14/2022	BANK OF AMERICA VISA CARD	102022 GENGOV1	Departmental Expenditure, Oct '22	100-155-622000	217.21
11/14/2022	BANK OF AMERICA VISA CARD	102022 GENGOV1	Departmental Expenditure, Oct '22	100-195-617000	400.00
11/14/2022	BANK OF AMERICA VISA CARD	102022 POLSVCS	Departmental Expenditure, Oct '22	100-420-621000	16.15
11/14/2022	BANK OF AMERICA VISA CARD	102022 POLSVCS	Departmental Expenditure, Oct '22	100-420-622000	1,810.20
11/14/2022	BANK OF AMERICA VISA CARD	102022 POLSVCS	Departmental Expenditure, Oct '22	100-420-622400	76.33
11/14/2022	BANK OF AMERICA VISA CARD	102022 POLSVCS	Departmental Expenditure, Oct '22	100-420-646100	53.12
11/14/2022	BANK OF AMERICA VISA CARD	102022 POLSVCS	Departmental Expenditure, Oct '22	100-420-695000	814.68
11/14/2022	BANK OF AMERICA VISA CARD	102022 PUBWKS	Departmental Expenditure, Oct '22	100-310-695500	64.52
11/14/2022	BANK OF AMERICA VISA CARD	102022 PUBWKS	Departmental Expenditure, Oct '22	100-355-610000	310.00
11/14/2022	BANK OF AMERICA VISA CARD	102022 PUBWKS	Departmental Expenditure, Oct '22	100-355-622000	55.55
11/14/2022	BANK OF AMERICA VISA CARD	102022 PUBWKS	Departmental Expenditure, Oct '22	100-355-720500	75.87
11/14/2022	BANK OF AMERICA VISA CARD	102022 PUBWKS	Departmental Expenditure, Oct '22	100-355-720700	924.64
11/14/2022	BANK OF AMERICA VISA CARD	102022 PUBWKS	Departmental Expenditure, Oct '22	100-355-720701	40.98
11/16/2022	AT AND T - CALNET 3	000019024267	Traffic Signal, Public Works, Oct '22	100-356-630000	23.92
11/16/2022	WILLDAN ENGINEERING	00624431	Professional Services, LLA-0003-2022, Oct '22	100-000-220444	245.00
11/16/2022	WILLDAN ENGINEERING	00624432	Professional Services, TM-0004-2021, Oct '22	100-000-220444	24.32
11/16/2022	TIPTON, ERIK	1006	Professional Services, IT, Nov '22	100-195-647000	65.00
11/16/2022	ANNISON BUSINESS SOLUTIONS	10444	Operating Supplies, Nov '22	100-155-622000	125.06
11/16/2022	SOUTHERN CALIFORNIA EDISON	110122 - Acct #70016247	Street Lights, Traffic Control, Aug - Oct '22	100-356-631400	1,130.88
11/16/2022	SOUTHERN CALIFORNIA EDISON	110122 - Acct #70016247	Street Lights, Traffic Control, Aug - Oct '22	100-356-631900	4,327.83
11/16/2022	COX COMMUNICATION	110522	T-1 Line, Nov '22	100-195-630000	895.41
11/16/2022	COX COMMUNICATION	110622	Traffic Signal, Nov '22	100-195-630000	84.00
11/16/2022	KNIGHT, LORNA	111522	Contract Instructor Services, Yoga	100-310-721500	1,237.60

Attachment: Payables Detail Report - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Payables Detail Report

Payment Dates: 11/04/2022 - 12/01/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
11/16/2022	HABASH, JOHN	111522	Contract Instructor Services, Dance	100-310-721500	318.50
11/16/2022	HARRINGTON GEOTECHNICAL ENGINEERING, INC.	21933	Professional Services, GRA-10-22-0019, Nov '22	100-000-220444	320.00
11/16/2022	HARTZOG AND CRABILL, INC.	22-0625(HCI#3502-001)	Traffic Signal Mgmt Services, CIP 168, Oct '22	100-356-700101	2,736.30
11/16/2022	HARTZOG AND CRABILL, INC.	22-0625(HCI#3502-001)	Traffic Signal Mgmt Services, CIP 168, Oct '22	100-600-790600	312.50
11/16/2022	COMPLETE OFFICE OF CALIFORNIA	2714903-0	Computer Supplies, Nov '22	100-195-621000	410.59
11/16/2022	CROSSTOWN ELECTRICAL AND DATA, INC.	4230 - 4277	Traffic Signal Maintenance, Oct '22	100-356-720420	9,393.12
11/16/2022	PATROL ONE	497744	Security for Heritage Day, Oct '22	100-310-695531	899.00
11/16/2022	MERCY HOUSE LIVING CENTERS, INC.	5003-22-08	Contract Services - Homelessness, Aug '22	100-310-720302	3,576.63
11/16/2022	DOG WASTE DEPOT	510716	Operating Supplies, Oct '22	100-355-622000	619.45
11/16/2022	WOODRUFF, SPRADLIN AND SMART	72561	Professional Services Legal, Oct '22	100-155-700010	39,971.00
11/16/2022	WOODRUFF, SPRADLIN AND SMART	72561	Professional Services Legal, Oct '22	100-155-700011	704.00
11/16/2022	NIEVES LANDSCAPE, INC.	73433	Monthly and Misc Landscape, Nov	100-355-720700	160.25
11/16/2022	NIEVES LANDSCAPE, INC.	73437	Monthly and Misc Landscape, Nov	100-355-720700	69.78
11/16/2022	NIEVES LANDSCAPE, INC.	73440	Monthly and Misc Landscape, Nov	100-355-720700	189.04
11/16/2022	NIEVES LANDSCAPE, INC.	73441	Monthly and Misc Landscape, Nov	100-355-720700	114.89
11/16/2022	NIEVES LANDSCAPE, INC.	73442	Monthly and Misc Landscape, Nov	100-355-720700	920.00
11/16/2022	NIEVES LANDSCAPE, INC.	73443	Monthly and Misc Landscape, Nov	100-355-720700	2,133.51
11/16/2022	ALL CITY MANAGEMENT, INC.	80907	Crossing Guard Services, 10/16/22 - 10/29/22	100-420-720822	7,222.44
11/16/2022	STUDIO TWO BLACK DIAMOND	99413	Printing Services, Nov '22	100-195-623000	113.14
11/16/2022	SWAN POOLS OF SOUTHERN CALIFORNIA	CD-0906-POOLR-0103-20	Refund, Pool Bond, REC-007272-	100-000-228001	500.00
11/16/2022	VAZQUEZ, AGUSTIN	CD-0907-BLDR-1426-202	Refund, C&D Deposit, REC-008823-2022	100-000-227001	720.00
11/16/2022	NORLAND ROOFING	CD-0908-BLDR-1384-202	Refund, C&D Deposit, REC-008485-2022	100-000-227001	660.00
11/16/2022	ESTRADA, REYNALDO	CD-0909-BLDR-1425-202	Refund, C&D Deposit, REC-008822-2022	100-000-227001	780.00
11/16/2022	VAZQUEZ, ADRIAN	CD-0910-BLDR-1391-202	Refund, C&D Deposit, REC-008553-2022	100-000-227001	690.00
11/16/2022	VELAZQUEZ, GLORIA	FRD-0287	Refund, Facility Deposit, R #1034657.002	100-000-222000	500.00
11/16/2022	VENERACION, SONIA	FRD-0288	Refund, Facility Deposit, R #1034667.002	100-000-222000	500.00
11/16/2022	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 63581	Fingerprint ID System Charges, Nov	100-420-720835	1,188.00
11/16/2022	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	ST0000463	Communications Charges, 7/1/22 - 7/31/22	100-420-646000	173.47
11/22/2022	HAN, YUN	CD-0859-USE-0077-2021	Refund, Plan Fees, REC-005688-2021	100-000-223000	5,814.22
11/23/2022	WILLDAN ENGINEERING	00624433	Professional Services, VALH, Oct '22	100-000-229100	392.00
11/23/2022	MOULTON NIGUEL WATER DISTRICT	111022	Water Usage, Public Works & Com Ctr, Oct '22	100-310-635100	703.03
11/23/2022	MOULTON NIGUEL WATER DISTRICT	111022	Water Usage, Public Works & Com Ctr, Oct '22	100-355-635000	5,453.29
11/23/2022	SAN DIEGO GAS AND ELECTRIC	111422	Street Lights, Traffic Control, Com Ctr, Sep & Oct	100-310-631100	10,900.15
11/23/2022	SAN DIEGO GAS AND ELECTRIC	111422	Street Lights, Traffic Control, Com Ctr, Sep & Oct	100-355-631000	10,829.92
11/23/2022	SAN DIEGO GAS AND ELECTRIC	111422	Street Lights, Traffic Control, Com Ctr, Sep & Oct	100-356-631400	24,631.12
11/23/2022	SAN DIEGO GAS AND ELECTRIC	111422	Street Lights, Traffic Control, Com Ctr, Sep & Oct	100-356-631900	3,364.03
11/23/2022	SAN DIEGO GAS AND ELECTRIC	111422 - Acct #00996572	Street Lights, Traffic Control, Aug & Sep '22	100-356-631400	(125.40)
11/23/2022	SAN DIEGO GAS AND ELECTRIC	111422 - Acct #00996572	Street Lights, Traffic Control, Aug & Sep '22	100-356-631400	11,291.56
11/23/2022	PLANNING DIRECTORS ASSOCIATION OF OC	111722	2022 PDAOC Holiday Luncheon, Nov '22	100-225-611000	150.00

Attachment: Payables Detail Report - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Payables Detail Report

Payment Dates: 11/04/2022 - 12/01/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
11/23/2022	SPARKLETTS	12194330 110922	Operating Supplies, Comm Ctr, Nov	100-310-622005	201.79
11/23/2022	LAGUNA HILLS INSTA PRINT, INC.	19159	Heritage Day, Sep '22	100-310-695531	427.97
11/23/2022	BARTEL ASSOCIATES, LLC	22-727	Professional Services - GASB 68	100-155-700051	1,500.00
11/23/2022	RJ ELECTRIC	61332	Special Events, Holiday Lights, Nov	100-310-695500	3,850.00
11/23/2022	CHARLES ABBOTT ASSOCIATES, INC	65006	Contract Staffing Services, Oct '22	100-225-720512	7,788.00
11/23/2022	CHARLES ABBOTT ASSOCIATES, INC	65007	Professional Services, Oct '22	100-225-700000	21,441.48
11/23/2022	NIEVES LANDSCAPE, INC.	73430	Rooted Campaign, Nov '22	100-310-695500	600.00
11/23/2022	NIEVES LANDSCAPE, INC.	73431	Monthly and Misc Landscape, Nov	100-355-720700	139.23
11/23/2022	NIEVES LANDSCAPE, INC.	73432	Monthly and Misc Landscape, Nov	100-355-720700	735.27
11/23/2022	NIEVES LANDSCAPE, INC.	73434	Monthly and Misc Landscape, Nov	100-355-720700	146.93
11/23/2022	NIEVES LANDSCAPE, INC.	73435	Monthly and Misc Landscape, Nov	100-355-720700	241.33
11/23/2022	NIEVES LANDSCAPE, INC.	73436	Monthly and Misc Landscape, Nov	100-355-720700	189.48
11/23/2022	NIEVES LANDSCAPE, INC.	73438	Monthly and Misc Landscape, Nov	100-355-720700	120.89
11/23/2022	NIEVES LANDSCAPE, INC.	73439	Monthly and Misc Landscape, Nov	100-355-720700	111.09
11/23/2022	NIEVES LANDSCAPE, INC.	73444	Rooted Campaign, Nov '22	100-310-695500	133.92
11/23/2022	NIEVES LANDSCAPE, INC.	73445	Monthly and Misc Landscape, Nov	100-355-720700	1,750.00
11/23/2022	R.E.S.S.	83696	Flag Replacement, Community Ctr, Nov '22	100-310-620500	382.51
11/23/2022	CARE FOR THE CHILDREN	CD-0913-ENC-06-22-0574	Refund, Encroachment Deposit, REC-008072-2022	100-000-220444	1,000.00
11/23/2022	CARRIGAN, HEDI	CD-0913-USE-0119-2022	Refund, Plan App Deposit, REC-008701-2022	100-000-223000	639.53
11/23/2022	NASSAERNIA, MAHNAZ	CD-0914-USE-0118-2022	Refund, Plan App Deposit, REC-008694-2022	100-000-223000	794.44
11/23/2022	OFFICE SOLUTIONS	I-02066266	Office/Operating Supplies, Nov '22	100-155-620000	65.61
11/23/2022	OFFICE SOLUTIONS	I-02066266	Office/Operating Supplies, Nov '22	100-195-620000	311.17
11/23/2022	OFFICE SOLUTIONS	I-02066266	Office/Operating Supplies, Nov '22	100-355-622000	30.46
11/23/2022	FLOCK SAFETY	INV-2699	CIP 518, Data Retention 9/1/22 - 8/31/23	100-600-790600	6,000.00
11/30/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS (1248)	Departmental Expenditure, Nov '22	100-000-120000	19.16
11/30/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS (1248)	Departmental Expenditure, Nov '22	100-000-120000	(19.16)
11/30/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS (1248)	Departmental Expenditure, Nov '22	100-000-220444	31.00
11/30/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS (1248)	Departmental Expenditure, Nov '22	100-355-720410	420.04
11/30/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS (1248)	Departmental Expenditure, Nov '22	100-355-720500	58.03
11/30/2022	BANK OF AMERICA VISA CARD	112022 PUBWKS (1248)	Departmental Expenditure, Nov '22	100-355-720702	15.55
12/01/2022	AT AND T - CALNET 3	000019029833	Alarm, Com Ctr & City Hall Lines, Nov '22	100-195-630000	159.94
12/01/2022	AT AND T - CALNET 3	000019029833	Alarm, Com Ctr & City Hall Lines, Nov '22	100-310-630100	90.91
12/01/2022	TYLER TECHNOLOGIES, INC.	025-402297	Software Support, Annual Maint, 01/23 - 12/23	100-195-720050	17,086.28
12/01/2022	DOCU-TRUST	048124	Offsite Data Storage, Nov '22	100-155-700030	125.00
12/01/2022	THE LUKES NETWORK LLC	074	Heritage Day Program, 2022	100-310-695531	8,711.30
12/01/2022	COX COMMUNICATION	111722	T-1 Line, Nov '22	100-195-630000	641.17
12/01/2022	COX COMMUNICATION	111822	Cable, City Hall, Nov '22	100-195-630000	32.14
12/01/2022	COX COMMUNICATION	111922	WiFi, City Hall, Nov '22	100-195-630000	182.62
12/01/2022	SOUTHERN CALIFORNIA EDISON	112122 - Acct #7000760C	Street Lights, Traffic Control, Oct '22	100-355-631000	52.34
12/01/2022	SOUTHERN CALIFORNIA EDISON	112122 - Acct #7000760C	Street Lights, Traffic Control, Oct '22	100-356-631400	58.20
12/01/2022	MOULTON NIGUEL WATER DISTRICT	112422	Water Usage, Public Works, Nov '22	100-355-635000	148.83
12/01/2022	BASICS OF SKATEBOARDING	113022	Contract Instructor Services, Skateboard Instr	100-310-721500	583.80
12/01/2022	DALE BRUCE EISENBERG	113022	Contract Instructor Services, Aikido	100-310-721500	157.50
12/01/2022	FIVE STAR TROPHIES	15316	Office Supplies, Gen Gov, Nov '22	100-155-620000	145.46
12/01/2022	PRINTEX PRINTING AND GRAPHICS INC.	23791	Special Events-Program Service, Nov '22	100-310-695500	246.75
12/01/2022	COMPLETE OFFICE OF CALIFORNIA	2700139-0	Computer Supplies, Sep '22	100-195-621000	408.05
12/01/2022	STONE IMAGERY	28085	Community Assistance/Public Relation, Nov '22	100-155-695000	808.12
12/01/2022	CANON FINANCIAL SERVICES, INC.	29513566	Lease - Copier, City Hall, 11/1/22 - 11/30/22	100-195-641200	253.84
12/01/2022	CANON FINANCIAL SERVICES, INC.	29513567	Lease - Copier, New Admin Copier, 11/1 - 11/30/22	100-195-641200	317.82

Attachment: Payables Detail Report - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Payables Detail Report

Payment Dates: 11/04/2022 - 12/01/2022

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
12/01/2022	CANON FINANCIAL SERVICES, INC.	29513568	Lease - Copier, Comm Ctr, 11/1/22 - 11/30/22	100-195-641200	4.00
12/01/2022	RICHARD FISHER ASSOCIATES	4524	Professional Services, CIP 237, Oct	100-600-790600	9,176.38
12/01/2022	RJ ELECTRIC	61359	Parks Contract Repair, Nov '22	100-355-720701	2,029.00
12/01/2022	NIEVES LANDSCAPE, INC.	73321	Monthly and Misc Landscape, Nov	100-355-720700	87,636.69
12/01/2022	NIEVES LANDSCAPE, INC.	73519	Monthly and Misc Landscape, Nov	100-355-720700	2,240.00
12/01/2022	NIEVES LANDSCAPE, INC.	73520	Monthly and Misc Landscape, Nov	100-355-720700	70.00
12/01/2022	NIEVES LANDSCAPE, INC.	73529	Monthly and Misc Landscape, Nov	100-355-720700	239.36
12/01/2022	A SOURCE OF PRIDE	9110591	Operating Supplies, Nov '22	100-195-622000	134.69
12/01/2022	HOME DEPOT	9520849	Special Events - Program Service, Nov '22	100-310-695500	6.44
12/01/2022	HOME DEPOT	9524036	Special Events - Program Service, Nov '22	100-310-695500	330.34
12/01/2022	PEREZ, FAVIOLA	FRD-0289	Refund, Facility Deposit, R #1035176.002	100-000-222000	250.00
12/01/2022	CODE PUBLISHING COMPANY, INC.	GC0009276	Municipal Code Update, Nov '22	100-155-700030	174.00
12/01/2022	CODE PUBLISHING COMPANY, INC.	GC00118947	Municipal Code Update, Nov '22	100-155-700030	425.00
12/01/2022	FLOCK SAFETY	INV-4316	Automated License Plate Readers, CIP 518	100-600-790600	25,000.00
Fund 100 - GENERAL FUND Total:					1,436,942.93
Fund: 212 - MEASURE M					
11/10/2022	CHARLES ABBOTT ASSOCIATES, INC	64897	Road Maintenance, Oct '22	212-355-720400	29,838.02
Fund 212 - MEASURE M Total:					29,838.02
Fund: 221 - SENIOR MOBILITY PROGRAM					
11/16/2022	CALIFORNIA YELLOW CAB	10406022	Senior Mobility Program, Oct '22	221-310-720000	804.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					804.00
Fund: 307 - C & D FORFEITED DEPOSITS					
11/10/2022	ECONOMICS, INC.	2017-2018.64	Professional Services, Recycling Program, Oct '22	307-355-700000	8,806.66
11/16/2022	OC BEST CONSTRUCTION, INC.	CD-0911-BLDR-1165-202	Refund, C&D Deposit, REC-007039-2022	307-000-436000	100.00
Fund 307 - C & D FORFEITED DEPOSITS Total:					8,906.66
Fund: 451 - LIABILITY SELF-INSURANCE					
11/16/2022	WOODRUFF, SPRADLIN AND SMART	72561	Professional Services Legal, Oct '22	451-155-700011	1,759.48
Fund 451 - LIABILITY SELF-INSURANCE Total:					1,759.48
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
11/10/2022	COUNTY OF ORANGE, NPDES	PW230222	South OC, Watershed Monitoring, CIP 410	600-000-490100	(7,988.74)
11/10/2022	COUNTY OF ORANGE, NPDES	PW230222	South OC, Watershed Monitoring, CIP 410	600-254-950410	7,988.74
11/10/2022	COUNTY OF ORANGE, NPDES	PW230285	Watershed Monitoring, CIP #410	600-000-490100	(12,229.13)
11/10/2022	COUNTY OF ORANGE, NPDES	PW230285	Watershed Monitoring, CIP #410	600-254-950410	12,229.13
11/16/2022	HARTZOG AND CRABILL, INC.	22-0625(HCI#3502-001)	Traffic Signal Mgmt Services, CIP 168, Oct '22	600-000-490100	(312.50)
11/16/2022	HARTZOG AND CRABILL, INC.	22-0625(HCI#3502-001)	Traffic Signal Mgmt Services, CIP 168, Oct '22	600-251-950168	312.50
11/23/2022	FLOCK SAFETY	INV-2699	CIP 518, Data Retention 9/1/22 - 8/31/23	600-000-490100	(6,000.00)
11/23/2022	FLOCK SAFETY	INV-2699	CIP 518, Data Retention 9/1/22 - 8/31/23	600-255-950518	6,000.00
12/01/2022	RICHARD FISHER ASSOCIATES	4524	Professional Services, CIP 237, Oct	600-000-490100	(9,176.38)
12/01/2022	RICHARD FISHER ASSOCIATES	4524	Professional Services, CIP 237, Oct	600-252-950237	9,176.38
12/01/2022	FLOCK SAFETY	INV-4316	Automated License Plate Readers, CIP 518	600-000-490100	(25,000.00)
12/01/2022	FLOCK SAFETY	INV-4316	Automated License Plate Readers, CIP 518	600-255-950518	25,000.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					1,478,251.09

Attachment: Payables Detail Report - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,436,942.93	1,436,942.93
212 - MEASURE M	29,838.02	29,838.02
221 - SENIOR MOBILITY PROGRAM	804.00	804.00
307 - C & D FORFEITED DEPOSITS	8,906.66	8,906.66
451 - LIABILITY SELF-INSURANCE	1,759.48	1,759.48
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	1,478,251.09	1,478,251.09

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	-	-
100-000-220444	EncroachmentGrading	1,620.32	1,620.32
100-000-222000	Refundable Deposits	1,750.00	1,750.00
100-000-223000	Plan Application Deposit	7,248.19	7,248.19
100-000-227001	SecurityDeposit-WasteRecycling	2,850.00	2,850.00
100-000-228001	Swimming Pool Bonds	500.00	500.00
100-000-229100	Trust Account - VALH Project -	392.00	392.00
100-155-610000	Memberships and Dues Expense	260.00	260.00
100-155-611000	Training and Education	1,575.00	1,575.00
100-155-612002	Travel - ACC-OC	250.00	250.00
100-155-613000	Mileage Reimbursement	57.51	57.51
100-155-620000	Office Supplies	211.07	211.07
100-155-622000	Operating Supplies	342.27	342.27
100-155-624001	Advertising - Legal	1,816.80	1,816.80
100-155-625000	Postage & Delivery	218.47	218.47
100-155-695000	CommunityAsstnc/PublicRelation	808.12	808.12
100-155-700010	Legal Services-General Counsel	39,971.00	39,971.00
100-155-700011	Legal Services-Litigation	704.00	704.00
100-155-700030	Professional Svcs- City Clerk	724.00	724.00
100-155-700051	Professional Services - Annual	1,500.00	1,500.00
100-195-617000	Recruitment	610.80	610.80
100-195-620000	Office Supplies	774.88	774.88
100-195-621000	Computer Supplies	2,157.21	2,157.21
100-195-622000	Operating Supplies	189.13	189.13
100-195-623000	Printing	113.14	113.14
100-195-630000	Telephone & Communication	4,274.89	4,274.89
100-195-641200	Rent/Lease - Copier	628.09	628.09
100-195-647000	Maint & Repair - Comp Eqpt	65.00	65.00
100-195-700090	Computer Consulting Services	36,200.00	36,200.00
100-195-720050	Contract Serv-Software Support	18,364.68	18,364.68
100-195-940000	Computer Hardware & Software	645.42	645.42
100-225-611000	Training and Education	224.18	224.18
100-225-623000	Printing	51.72	51.72
100-225-700000	Prof. Svcs - Building & Safety	21,441.48	21,441.48
100-225-720512	Contract Staffing Services	7,788.00	7,788.00
100-310-611000	Training and Education	11.51	11.51
100-310-620500	Office Supplies - Comm Ctr	626.18	626.18
100-310-622005	Operating Supplies Comm Ctr	359.05	359.05
100-310-622500	Supplies-Program Services	1,160.93	1,160.93
100-310-624500	Advertising-Program Services	98.88	98.88
100-310-630100	Phone & Communication Comm	90.91	90.91
100-310-631100	Utilities - Electric Comm Ctr	10,900.15	10,900.15
100-310-635100	Utilities - Water Comm Ctr	703.03	703.03
100-310-641000	Rent/Lease - Equipment	300.77	300.77
100-310-645500	Maint&Repair-Facility Comm Ctr	2,034.94	2,034.94
100-310-695500	Special Events-Program Service	5,281.97	5,281.97
100-310-695502	Special Needs Program	9.99	9.99

Attachment: Payables Detail Report - December 13, 2022 (3033 : Warrant Register, October 11, 2022)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-310-695507	Marathon 5k	(2,974.50)	(2,974.50)
100-310-695531	Heritage Day	18,095.53	18,095.53
100-310-720302	Contract Services - Homelessness	3,576.63	3,576.63
100-310-721500	Contract Services-Program Svce	4,946.90	4,946.90
100-355-610000	Memberships and Dues Expense	310.00	310.00
100-355-622000	Operating Supplies	705.46	705.46
100-355-631000	Utilities - Electric	10,324.69	10,324.69
100-355-635000	Utilities - Water	29,620.71	29,620.71
100-355-720410	Street Sweeping	570.04	570.04
100-355-720500	Graffiti Removal	509.90	509.90
100-355-720700	Landscape Maintenance Contract	114,368.75	114,368.75
100-355-720701	Parks Contract Repair	4,225.98	4,225.98
100-355-720702	Tree Maintenance	35,359.55	35,359.55
100-356-630000	MOE Telephone &	23.92	23.92
100-356-631400	MOE Electricity-Streetlights &	48,916.80	48,916.80
100-356-631900	MOE Electricity On-bill Financing	7,691.86	7,691.86
100-356-700101	MOE Traffic Engineer Services	2,736.30	2,736.30
100-356-700255	MOE Improvement Inspection	1,600.00	1,600.00
100-356-720420	MOE Traffic Signal Maintenance	9,393.12	9,393.12
100-420-613100	Vehicle-Fuel	231.84	231.84
100-420-621000	Computer Supplies	16.15	16.15
100-420-622000	Operating Supplies	1,810.20	1,810.20
100-420-622400	Operating Supplies - Emergency	76.33	76.33
100-420-646000	Maint & Rep-Equip & Machinery	5,386.47	5,386.47
100-420-646100	Maint & Repairs - Vehicles	53.12	53.12
100-420-695000	CommunityAsstnc/PublicRelation	814.68	814.68
100-420-720401	Animal Care & Shelter Services	67,013.00	67,013.00
100-420-720800	General Law Enforcement	809,845.47	809,845.47
100-420-720822	Crossing Guard Services	7,222.44	7,222.44
100-420-720823	Parking Citation Processing	3,247.16	3,247.16
100-420-720835	Fingerprint Identification Svc	1,188.00	1,188.00
100-420-720850	Private Security Patrol	11,424.00	11,424.00
100-600-790600	Transfers Out - Capital Imprv	60,706.75	60,706.75
212-355-720400	Street Maintenance	29,838.02	29,838.02
221-310-720000	Contract Services	804.00	804.00
307-000-436000	Recycling Revenues	100.00	100.00
307-355-700000	Professional Services	8,806.66	8,806.66
451-155-700011	Legal Services-Litigation	1,759.48	1,759.48
600-000-490100	Transfer In- General Fund	(60,706.75)	(60,706.75)
600-251-950168	TrafficSignalImprovCoordination	312.50	312.50
600-252-950237	Parks Refurbishment Project	9,176.38	9,176.38
600-254-950410	NPDES Permit & Fees	20,217.87	20,217.87
600-255-950518	Automated License Plate Readers	31,000.00	31,000.00
Grand Total:		1,478,251.09	1,478,251.09

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,478,251.09	1,478,251.09
Grand Total:	1,478,251.09	1,478,251.09

Attachment: Payables Detail Report - December 13, 2022 (3033 : Warrant Register, October 11, 2022)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Records Retention Management

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

SUMMARY:

State law authorizes cities to destroy records when the records are no longer required, the records have been retained for the time periods required by law, the City Council adopts a Resolution authorizing the destruction, and the City Attorney provides written consent to the destruction (Government Code § 34090). On February 11, 2020, the City Council adopted Resolution No. 2020-02-11-1, which amended and restated the City's Record Retention Schedule. Records designated for disposal, as set forth in Exhibit "A" to the proposed Resolution attached hereto, *exclude* any of the following types of records, per Government Code Section 34090: (a) records affecting the title to real property or liens thereon; (b) court records; (c) records required to be kept by statute; (d) records less than two years old; and (e) the minutes, ordinances, or resolutions of the legislative body or of a city board or commission.

City staff has identified records for disposal that have been retained for the time periods set forth in the City's Record Retention Schedule and are no longer required for City business. The Department Heads, City Manager, City Attorney, and City Clerk have verified that these records have been retained for the time periods set forth in the City's

Destruction of Records

December 13, 2022

Page 2

Record Retention Schedule and meet the requirements for disposal. Authority to dispose of these records is required as provided for by Government Code Section 34090.

ATTACHMENTS:

- Proposed Resolution - Destruction of Records
- Exhibit A to Proposed Resolution

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND
DIRECTING THE CITY CLERK TO DISPOSE OF CERTAIN
CITY RECORDS IN ACCORDANCE WITH THE CITY'S
RECORD RETENTION SCHEDULE

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

WHEREAS, Section 34090 of the California Government Code provides for the disposal of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

WHEREAS, the records and documents identified in Exhibit "A" attached hereto, have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by City Council Resolution No. 2020-02-11-1; and

WHEREAS, the records designated for disposal, as set forth Exhibit "A" attached hereto, exclude any of the following types of records, pursuant to Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; (e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission; and

WHEREAS, the Department Heads, City Manager, City Clerk and City Attorney have consented to the disposal of the records and documents identified in Exhibit "A".

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

SECTION 1. The records identified in Exhibit "A" attached hereto are no longer required for City business, and have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by Resolution No. 2020-02-11-1.

SECTION 2. The City Clerk is hereby authorized and directed to cause the disposal of those records listed and identified in Exhibit "A" which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2022.

_____, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 13th day of December 2022, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

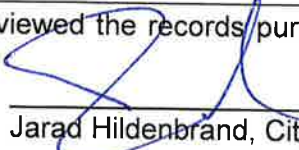
JENNIFER LEE, CITY CLERK

Attachment: Proposed Resolution - Destruction of Records (3013 : Destruction of Records)

Records Retention Management

I hereby certify that: the records set forth on the attached list are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to dispose of same pursuant to Section 34090 of the Government Code of California.

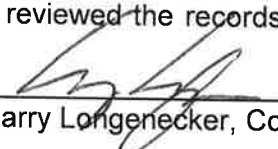
City Manager Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


Jarad Hildenbrand, City Manager11/10/22
Date

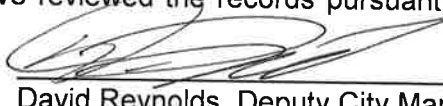
Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


Joe Ames, Director of Public Services/City Engineer11/17/2022
Date

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


Larry Longenecker, Community Development Director11-17-22
Date

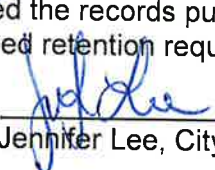
Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


David Reynolds, Deputy City Manager11/9/22
Date

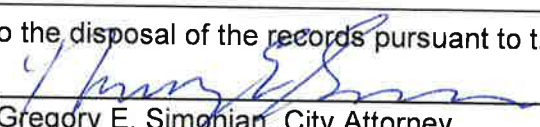
Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.


Janice Reyes, Finance Director10/24/22
Date

City Clerk Approval: I have reviewed the records pursuant to the attached list for historical value and for compliance with the established retention requirements, and I consent to their disposal.


Jennifer Lee, City Clerk10/19/2022
Date

City Attorney Approval: I consent to the disposal of the records pursuant to the attached list:


Gregory E. Simonian, City Attorney10/25/2022
Date

I hereby certify that the disposal of the records pursuant to the attached list was approved by the City Council of the City of Laguna Hills, California, by Resolution No. 2022-12-13- at a regular meeting of the City Council held in Laguna Hills, California, on December 13, 2022, and that by said Resolution, the department head or designee was authorized to dispose of the records.

City Clerk_____
Date

I hereby certify that, pursuant to the foregoing authority, the records pursuant to the attached list were disposed on _____, 2022.

City Clerk_____
Date

Attachment: Exhibit A to Proposed Resolution (3013 : Destruction of Records)

Laguna Hills City Clerk

Destruction Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destruction Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900023477	0110-40	12/14/2022	CITY CLERK	DEPARTMENTAL REPORTS	COMMUNITY SERVICES DEPARTMENT	2017	DESTROY
900024228	0140-16	12/14/2022	CITY CLERK	ASSOCIATION OF CALIFORNIA CITIES - OC	ORANGE COUNTY DIVISION	2018-2020	DESTROY
900024257	0150-10	12/14/2022	CITY CLERK	CITIES, OTHER	REORGANIZATIONS	2018	DESTROY
900023633	0150-20	12/14/2022	CITY CLERK	ORANGE COUNTY AGENCIES	COUNTY OF ORANGE	23300 & 23340 MOULTON	DESTROY
900023789	0150-20	12/14/2022	CITY CLERK	ORANGE COUNTY AGENCIES	COUNTY OF ORANGE	DISTRICT ATTORNEY	DESTROY
900023524	0150-20	12/14/2022	CITY CLERK	ORANGE COUNTY AGENCIES	GENERAL	2017-2018	DESTROY
900019253	0150-20	12/14/2022	CITY CLERK	ORANGE COUNTY AGENCIES	GRAND JURY ORANGE COUNTY	2015-2018	DESTROY
900020849	0150-55	12/14/2022	CITY CLERK	SO CA ASSOC OF GOVERNMENTS (SCAG)	2016-2018		DESTROY
900020699	0150-72	12/14/2022	CITY CLERK	MOULTON NIGUEL WATER DISTRICT	2016-2018		DESTROY
900020702	0150-95	12/14/2022	CITY CLERK	TRANSPORTATION CORRIDOR AGENCY	2016-2018		DESTROY
900023224	0160-65	12/14/2022	CITY CLERK	PUBLIC INFO REPORTS/REQUESTS	PUBLIC RECORDS REQUESTS 2018	CONTRACT COMPLIANCE VARIOUS	DESTROY
900020561	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	AUSTIN, DAVID A.	C1509	DESTROY
900020859	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	BELL, JUSTIN	C1603	DESTROY
900019423	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	GANDHI, RAY	C1413	DESTROY
900020539	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	GROSS, ROSE MARIE	C1508	DESTROY
900019290	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	HANES, CARLA (JACKSON MINOR)	C1410	DESTROY
900020468	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	HAWKSFORD, PEGGY (TYLER MINOR)	C1507	DESTROY
900020433	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	HERNANDEZ, RICHARD	C1506	DESTROY
900020567	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	INFINITY INS / PATRICK NAVARRETE	C1510	DESTROY
900020739	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	INFINITY INS / SUSANA GARCIA	C1511	DESTROY
900021272	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	MERCURY INS/CARLOS MEDINA	C1605	DESTROY
900020345	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	NAVARRETE, ANN PATRICIA	C1505	DESTROY
900020987	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	PACIFIC BELL/AT&T/DIANE MANCINI	C1604	DESTROY
900017829	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	PRICE, AVERY (MINOR)	C1311	DESTROY
900020823	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	SCHAFER, RONALD	C1601	DESTROY
900020839	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	WOLFE, JAMES P.	C1602	DESTROY
900019401	0180-15	12/14/2022	CITY CLERK	CLAIMS AGAINST CITY	ZEBOT, KIMBERLY	C1412	DESTROY
900023236	0240-50	12/14/2022	CITY CLERK	WEED ABATEMENT/CONTROL	2018		DESTROY
900020716	0250-60	12/14/2022	CITY CLERK	VECTOR CONTROL	2016-2018		DESTROY
900017306	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"A" MISCELLANEOUS	FY 2013-2014	DESTROY
900017307	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"B" MISCELLANEOUS	FY 2013-2014	DESTROY
900017308	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"C" MISCELLANEOUS	FY 2013-2014	DESTROY
900017309	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"D" MISCELLANEOUS	FY 2013-2014	DESTROY
900017310	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"E" MISCELLANEOUS	FY 2013-2014	DESTROY
900017311	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"F" MISCELLANEOUS	FY 2013-2014	DESTROY

Laguna Hills City Clerk

Destroy Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017313	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"G" MISCELLANEOUS	FY 2013-2014	DESTROY
900017314	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"H" MISCELLANEOUS	FY 2013-2014	DESTROY
900017316	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"I" MISCELLANEOUS	FY 2013-2014	DESTROY
900017317	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"J" MISCELLANEOUS	FY 2013-2014	DESTROY
900017318	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"K" MISCELLANEOUS	FY 2013-2014	DESTROY
900017319	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"L" MISCELLANEOUS	FY 2013-2014	DESTROY
900017320	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"M" MISCELLANEOUS	FY 2013-2014	DESTROY
900017334	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"MC" MISCELLANEOUS	FY 2013-2014	DESTROY
900017321	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"N" MISCELLANEOUS	FY 2013-2014	DESTROY
900017322	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"O" MISCELLANEOUS	FY 2013-2014	DESTROY
900017323	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"P" MISCELLANEOUS	FY 2013-2014	DESTROY
900017325	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"Q" MISCELLANEOUS	FY 2013-2014	DESTROY
900017326	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"R" MISCELLANEOUS	FY 2013-2014	DESTROY
900017327	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"S" MISCELLANEOUS	FY 2013-2014	DESTROY
900017328	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"T" MISCELLANEOUS	FY 2013-2014	DESTROY
900017329	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"U" MISCELLANEOUS	FY 2013-2014	DESTROY
900017331	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"W" MISCELLANEOUS	FY 2013-2014	DESTROY
900017333	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	"XYZ" MISCELLANEOUS	FY 2013-2014	DESTROY
900017335	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	A.C. LANDSCAPE	FY 2013-2014	DESTROY
900017618	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALICEA, MIA	FY 2013-2014	DESTROY
900017619	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALISO MEADOWS CONDOMINIUM ASN,	FY 2013-2014	DESTROY
900017337	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ALL CITY MANAGEMENT	FY 2013-2014	DESTROY
900017816	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ANDERSON AUDIO VISUAL- L.P.	FY 2013-2014	DESTROY
900018521	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ART TO GROW ON CHILDREN'S ART CENTER, INC.	FY 2013-2014	DESTROY
900017339	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	AT&T	FY 2013-2014	DESTROY
900017340	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	AT&T CALNET	FY 2013-2014	DESTROY
900017341	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	AT&T MOBILITY	FY 2013-2014	DESTROY
900017343	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF AMERICA JAN-JUN	FY 2013-2014	DESTROY
900017342	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BANK OF AMERICA JUL- DEC	FY 2013-2014	DESTROY
900017344	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BEE MAN, THE	FY 2013-2014	DESTROY
900017345	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BLOUNT, ANDREW	FY 2013-2014	DESTROY
900017436	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BLUEPRINT TECHNOLOGIES	FY 2013-2014	DESTROY
900017346	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BRAME, MARILYN	FY 2013-2014	DESTROY
900017347	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BRESSETTE, RANDAL	FY 2013-2014	DESTROY
900017677	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	BUILD A FORT VOLUNTEER	FY 2013-2014	DESTROY
900017348	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	C&D ELECTRIC	FY 2013-2014	DESTROY
900017349	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CA CITY MANAGEMENT FOUNDATION	FY 2013-2014	DESTROY

Laguna Hills City Clerk

Destroy Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017350	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIF. BUILDING STANDARDS COMMISSION	FY 2013-2014	DESTROY
900017351	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA OFFICE SYSTEMS	FY 2013-2014	DESTROY
900017352	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA PARK & RECREATION SOC.	FY 2013-2014	DESTROY
900017620	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CALIFORNIA YELLOW CAB	FY 2013-2014	DESTROY
900017356	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CAPITAL ONE COMMERCIAL	FY 2013-2014	DESTROY
900017357	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARL WARREN & COMPANY	FY 2013-2014	DESTROY
900018161	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARLSEN, SANDY	FY 2013-2014	DESTROY
900018544	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARRINO, MARGARET	FY 2013-2014	DESTROY
900018283	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CARTEGRAPH	FY 2013-2014	DESTROY
900017359	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CDW GOVERNMENT, INC	FY 2013-2014	DESTROY
900017360	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHANNING, BRUCE	FY 2013-2014	DESTROY
900017361	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHANTARANGSU, DAVID	FY 2013-2014	DESTROY
900017362	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CHARLES ABBOTT ASSOCIATES, INC.	FY 2013-2014	DESTROY
900017363	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CITY OF, VARIOUS	FY 2013-2014	DESTROY
900017364	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CODE PUBLISHING COMPANY	FY 2013-2014	DESTROY
900017621	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	COMMUNICATION LAB	FY 2013-2014	DESTROY
900018545	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	COMPETITOR SC	FY 2013-2014	DESTROY
900017365	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	COMPLETE OFFICE OF CALIFORNIA	FY 2013-2014	DESTROY
900017366	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	COUNTY CLERK-RECORDER	FY 2013-2014	DESTROY
900017367	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	COX COMMUNICATION	FY 2013-2014	DESTROY
900017368	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	CYBERSOURCE CORPORATION	FY 2013-2014	DESTROY
900017369	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	DATA TICKET, INC.	FY 2013-2014	DESTROY
900017370	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	DELL COMPUTER CORPORATION	FY 2013-2014	DESTROY
900017371	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	DEPARTMENT OF CONSERVATION, CA	FY 2013-2014	DESTROY
900018518	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	DOCU-TRUST	FY 2013-2014	DESTROY
900017372	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	DUNBAR ARMORED, INC.	FY 2013-2014	DESTROY
900018236	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	EACHEVARRIA, LUCY	FY 2013-2014	DESTROY
900018042	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ECLIPSE MESSENGER SERVICES, INC	FY 2013-2014	DESTROY
900017373	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ECONOMICS	FY 2013-2014	DESTROY
900017758	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	EISENBERG, DALE	FY 2013-2014	DESTROY
900017374	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	EL TORO WATER DISTRICT	FY 2013-2014	DESTROY
900017375	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ELKINS, CHRISTINA	FY 2013-2014	DESTROY
900017510	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ERMAC	FY 2013-2014	DESTROY
900017376	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	EVERBANK COMMERCIAL FINANCE	FY 2013-2014	DESTROY
900017377	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	FEDERAL EXPRESS	FY 2013-2014	DESTROY
900018849	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	FISCAL YEAR-END CLOSE AP	FY 2013-2014	DESTROY
900018128	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	FIVE STAR TROPHIES	FY 2013-2014	DESTROY

Laguna Hills City Clerk

Destruction Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destruction Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017380	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	GORMAN, RON	FY 2013-2014	DESTROY
900017381	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	GOV PARTNERS	FY 2013-2014	DESTROY
900017379	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	GOVT FINANCE OFFICERS ASSN	FY 2013-2014	DESTROY
900017382	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	GREEN MART, INC.	FY 2013-2014	DESTROY
900018359	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	GREENSPAN, FRANCES	FY 2013-2014	DESTROY
900017383	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	HDL, COREN & CONE	FY 2013-2014	DESTROY
900017384	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	HEART OF GOLD FOUNDATION, INC.	FY 2013-2014	DESTROY
900017385	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	HINDERLITER, DE LLAMAS & ASSOC	FY 2013-2014	DESTROY
900017386	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	HOME DEPOT, THE	FY 2013-2014	DESTROY
900017387	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRON MOUNTAIN OFFSITE	FY 2013-2014	DESTROY
900017388	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRV SEASER MOTORCYCLES	FY 2013-2014	DESTROY
900017389	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	IRVINE RANCH WATER DISTRICT	FY 2013-2014	DESTROY
900017390	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	JAMEY CLARK, INC.	FY 2013-2014	DESTROY
900018127	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	JAVED, HUMZA	FY 2013-2014	DESTROY
900017899	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	JCTEES.COM CORPORATIONS	FY 2013-2014	DESTROY
900017392	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	JOE E. GONSALVES & SON	FY 2013-2014	DESTROY
900018237	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	KNIGHT, LORNA ANGELA	FY 2013-2014	DESTROY
900017394	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	KOGERMAN, BARBARA	FY 2013-2014	DESTROY
900018391	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	LA CONSULTING	FY 2013-2014	DESTROY
900017395	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	LINDY'S OFFICE PRODUCTS	FY 2013-2014	DESTROY
900018044	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	LUCY, STEVEN	FY 2013-2014	DESTROY
900018392	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MAIL FINANCE, INC DBA HASLER FINANCIAL SERV	FY 2013-2014	DESTROY
900017396	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MARTIN-RUSK, DINA	FY 2013-2014	DESTROY
900018360	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MATRIX CONSULTING GROUP	FY 2013-2014	DESTROY
900017398	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MEDLOCK, GEORGE	FY 2013-2014	DESTROY
900017678	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MEEHAN, DAN PETTY CASH COMM SVCS	FY 2013-2014	DESTROY
900017397	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MERCURY DISPOSAL SYSTEM	FY 2013-2014	DESTROY
900018519	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MIGLIACCIO, JENNIFER	FY 2013-2014	DESTROY
900018126	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MOSS, LEVY & HARTZHEIM LLP	FY 2013-2014	DESTROY
900018238	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	MYERS, JOHN	FY 2013-2014	DESTROY
900018162	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	N.E.A.D., INC.	FY 2013-2014	DESTROY
900018393	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	NEXTECH SYSTEMS, INC.	FY 2013-2014	DESTROY
900017408	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	OC TREASURER LAW/PARKING	FY 2013-2014	DESTROY
900017407	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	OC TREASURER MISCELLANEOUS	FY 2013-2014	DESTROY
900017406	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	OC TREASURER ROADS	FY 2013-2014	DESTROY
900017409	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	OC TREASURER TRAFFIC	FY 2013-2014	DESTROY
900017401	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	OFFICE SOLUTIONS	FY 2013-2014	DESTROY

Laguna Hills City Clerk

Destruction Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destruction Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017901	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	OFFICE TEAM	FY 2013-2014	DESTROY
900017402	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE CO CITY MANAGERS ASSN OCCMA	FY 2013-2014	DESTROY
900017403	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY FIRE AUTHORITY	FY 2013-2014	DESTROY
900017404	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY REGISTER ADVERTISE	FY 2013-2014	DESTROY
900017405	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY REGISTER SUBSCRIPT	FY 2013-2014	DESTROY
900017410	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	OROS CONSULTING SERVICES, LLC	FY 2013-2014	DESTROY
900017679	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	PLAY-WELL TECHNOLOGIES	FY 2013-2014	DESTROY
900018542	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	PRICE, ROBIN	FY 2013-2014	DESTROY
900017411	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	QUEST DIAGNOSTICS	FY 2013-2014	DESTROY
900017412	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	QUIKSILVER COURIER	FY 2013-2014	DESTROY
900017413	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	RALPH GROCERY STORE	FY 2013-2014	DESTROY
900018361	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	RAMIREZ, CHRISTINA	FY 2013-2014	DESTROY
900017414	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SERVICES, PROGRAM	FY 2013-2014	DESTROY
900017416	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, COMMUNITY SVCS RENTAL FEE	FY 2013-2014	DESTROY
900017415	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, FACILITY RENTAL DEPOSIT	FY 2013-2014	DESTROY
900017417	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	REFUND, VEHICLE CITATIONS	FY 2013-2014	DESTROY
900018125	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	RENEGADE RACING	FY 2013-2014	DESTROY
900017418	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYES, JANICE FINANCE MGR PETTY CASH	FY 2013-2014	DESTROY
900017419	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYES, JANICE MATEO	FY 2013-2014	DESTROY
900017420	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	REYNOLDS, DAVID	FY 2013-2014	DESTROY
900017422	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	ROSENFELD, KENNETH	FY 2013-2014	DESTROY
900017423	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	RPM SERVICES, INC.	FY 2013-2014	DESTROY
900017424	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SADDLEBACK FAMILY & URGENT CARE	FY 2013-2014	DESTROY
900017425	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SADDLEBACK VALLEY UNIFIED SD	FY 2013-2014	DESTROY
900018124	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SALSBURY, ELENA	FY 2013-2014	DESTROY
900017426	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAN DIEGO GAS & ELECTRIC	FY 2013-2014	DESTROY
900017427	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SAN JOAQUIN HILLS TRANS CORRIDOR	FY 2013-2014	DESTROY
900018280	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SCANNING SERVICE CORPORATION	FY 2013-2014	DESTROY
900017428	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SECURE LIVE SCAN	FY 2013-2014	DESTROY
900018045	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SHARPS COMPLIANCE, INC.	FY 2013-2014	DESTROY
900017429	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SMART AND FINAL	FY 2013-2014	DESTROY
900017430	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOCAL OFFICE TECHNOLOGIES	FY 2013-2014	DESTROY
900017431	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTH COAST WATERS	FY 2013-2014	DESTROY
900018163	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIF MUN ATHLETIC	FY 2013-2014	DESTROY
900017433	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES VOL 1	FY 2013-2014	DESTROY
900017434	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES VOL 2	FY 2013-2014	DESTROY
900018539	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SOUTHERN CALIFORNIA ED UTILITIES VOL 3	FY 2013-2014	DESTROY

Laguna Hills City Clerk

Destruction Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destruction Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017435	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SPARKLETT'S	FY 2013-2014	DESTROY
900017437	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SPRINT	FY 2013-2014	DESTROY
900017438	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	STAPLETON, VIVIAN	FY 2013-2014	DESTROY
900017439	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	STATE DEPARTMENT OF JUSTICE	FY 2013-2014	DESTROY
900017440	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	STUDIO TWO BLACK DIAMOND	FY 2013-2014	DESTROY
900017441	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SUNSET PROPERTY SERVICES	FY 2013-2014	DESTROY
900018164	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	SWAN POOLS	FY 2013-2014	DESTROY
900017442	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	TAB PRODUCTS CO.	FY 2013-2014	DESTROY
900017443	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	TARGET	FY 2013-2014	DESTROY
900017680	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	TOMARK SPORTS, INC.	FY 2013-2014	DESTROY
900017444	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	TOTALFUNDS BY HASLER	FY 2013-2014	DESTROY
900018165	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	TRAUMA INTERVENTION PROGRAMS	FY 2013-2014	DESTROY
900017445	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	U-HAUL	FY 2013-2014	DESTROY
900018279	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	U.S. POSTAL SERVICE	FY 2013-2014	DESTROY
900017447	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	US BANK VOYAGER FLEET SYS	FY 2013-2014	DESTROY
900017446	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	VERIZON	FY 2013-2014	DESTROY
900018543	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	WATKINS, CHRIS	FY 2013-2014	DESTROY
900017448	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	WELLS FARGO FINANCIAL LEASING	FY 2013-2014	DESTROY
900017461	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	WEST COAST ARBORIST, INC.	FY 2013-2014	DESTROY
900017900	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	WEST PUBLISHING COMPANY	FY 2013-2014	DESTROY
900017449	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	WHITE, DON	FY 2013-2014	DESTROY
900017450	0300-15	12/14/2022	FINANCE	ACCOUNTS PAYABLE - VENDORS	XEROX CORPORATION	FY 2013-2014	DESTROY
900017489	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	CSAC - LIFE, STD, LTD INSURANCE	FY 2013-2014	DESTROY
900017696	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	EMPLOYMENT DEVELOPMENT DEPARTMENT	FY2013-2014	DESTROY
900018576	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	JACKSON NATIONAL LIFE INS CO.	FY 2013-2014	DESTROY
900017978	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	NORTHWESTERN MUTUAL LIFE	FY 2013-2014	DESTROY
900017490	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	PARS	FY 2013-2014	DESTROY
900017488	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	SDRMA - ANCILLARY BENEFITS	FY 2013-2014	DESTROY
900017290	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	SDRMA - MEDICAL BENEFITS	FY 2013-2014	DESTROY
900017291	0300-17	12/14/2022	FINANCE	BENEFITS-VENDORS	SDRMA-WORKERS COMPENSATION	FY 2013-2014	DESTROY
900018969	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ARDO, KARL	FY 2013-2014	DESTROY
900012693	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	COAST 2 COAST COACHING, LLC		DESTROY
900016421	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	CREATIVE KIDS PLAYHOUSE	CHILDREN'S THEATRE OF ORANGE COUNTY	DESTROY
900022741	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	CULINARY COOKING KIDS LLC		DESTROY

Laguna Hills City Clerk

Destruction Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destruction Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900022232	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	CULLER, AURORA	ON THE EDGE THEATRE PROD	DESTROY
900022127	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	GORHAM, MEG		DESTROY
900015560	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	HENRY, LUCIA		DESTROY
900023576	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	LAGUNA NIGUEL COMMUNITY THEATRE		DESTROY
900015513	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MARTIN-RUSK, DINA		DESTROY
900009520	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MEDLOCK, GEORGE		DESTROY
900006000	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MIGLIACCIO, JENNIFER		DESTROY
900017563	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MOIR, CASEY		DESTROY
900006002	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MYERS, JOHN		DESTROY
900016483	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	PLAY WELL TEKNOLOGIES/	TIMOTHY BOWEN	DESTROY
027521	0300-20	12/14/2022	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	SKYHAWK ACADEMY		DESTROY
027514	0300-20	12/14/2022	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	STAPLETON, VIVIAN		DESTROY
900024197	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	SWAY BALLROOM INC.		DESTROY
900023939	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	TREVINO, ROCIO	ZUMBA	DESTROY
900018479	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	USA DANCE- OC CHAPTER #4018		DESTROY
900020855	0300-20	12/14/2022	FINANCE	RECREATION INDEPENDENT CONTRACTORS	WEST COAST MOVEMENT PROJECT, LLC.		DESTROY
900018313	0300-30	12/14/2022	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY 2013-2014 1ST QUARTER	DESTROY
900018921	0300-30	12/14/2022	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY 2013-2014 2ND QUARTER	DESTROY
900019116	0300-30	12/14/2022	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY 2013-2014 3RD QUARTER	DESTROY
900019248	0300-30	12/14/2022	FINANCE	WARRANT/CHECK REGISTERS	AND AP REPORTS	FY 2013-2014 4TH QUARTER	DESTROY
900019150	0300-30	12/14/2022	FINANCE	WARRANT/CHECK REGISTERS	CHECK SIGNING RECORD	FY 2013-2014	DESTROY
900019149	0300-30	12/14/2022	FINANCE	WARRANT/CHECK REGISTERS	CHECK SIGNING RECORD/PAYROLL ACCT	FY 2013-2014	DESTROY
900016645	0300-30	12/14/2022	CITY CLERK	WARRANT/CHECK REGISTERS	WARRANT LISTING	FY2013-2014	DESTROY
900017854	0300-40	12/14/2022	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY2013/2014	DESTROY
900021262	0320-30	12/14/2022	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2013/2014 1ST & 2ND QUARTERS	DESTROY

Laguna Hills City Clerk

Destruction Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destruction Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900021264	0320-30	12/14/2022	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2013/2014 3RD & 4TH QUARTERS	DESTROY
900021265	0320-30	12/14/2022	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2014/2015 1ST & 2ND QUARTERS	DESTROY
900021266	0320-30	12/14/2022	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2014/2015 3RD & 4TH QUARTERS	DESTROY
900014928	0320-30	12/14/2022	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PARKING	FY 10/11, 11/12, 12/13 & 13/14	DESTROY
900021259	0320-30	12/14/2022	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	PAYROLL, CASH W/FISCAL AGENTS	& PARKING FY 2013-2014	DESTROY
900021260	0320-30	12/14/2022	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	PAYROLL, CASH W/FISCAL AGENTS	& PARKING FY 2014-2015	DESTROY
900016909	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2013	8805000-8805499	DESTROY
900017184	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2013	8805500-8805999	DESTROY
900017569	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2013	8806000-8806499	DESTROY
900017961	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2013	8806500-8806999	DESTROY
900018278	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2014	8807000-8807499	ARCHIVES
900018732	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2014	8807500-8807999	DESTROY
900017007	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	34052 - 34551 2013	DESTROY
900017518	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	34552 - 35051 2013	DESTROY
900017728	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	35052 - 35551 2013	DESTROY
900018221	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	35552 - 36051 2014	DESTROY
900018769	0320-40	12/14/2022	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	36052 - 36551 2014	DESTROY
900020718	0350-05	12/14/2022	CITY CLERK	CITY TREASURER/INVESTMENTS	INVESTMENT & PORTFOLIO POLICIES	2016-2018	DESTROY
900025539	0360-05	12/14/2022	ADMINISTRATION	PAYROLL	DISCOVERY BENEFITS - FSA	2017 PLAN YEAR	DESTROY
900017963	0360-30	12/14/2022	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2014 APR - JUNE	DESTROY
900017962	0360-30	12/14/2022	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2014 JAN - MAR	DESTROY
900017964	0360-30	12/14/2022	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2014 JUL - SEPT	DESTROY
900017965	0360-30	12/14/2022	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2014 OCT - DEC	DESTROY
900018490	0370-38	12/14/2022	CITY CLERK	REJECTED BIDS	CITYWIDE PAVEMENT REHAB CIP 101-J	2014-06-12	DESTROY
900018371	0370-38	12/14/2022	CITY CLERK	REJECTED BIDS	SOCCER FIELDS RENOVATION CIP 238 B	2014-05-08	DESTROY
900023859	0370-60	12/14/2022	CITY CLERK	VENDOR LISTS/BROCHURES	AGENDA MANAGEMENT SOFTWARE	2018	DESTROY
900024271	0370-60	12/14/2022	CITY CLERK	VENDOR LISTS/BROCHURES	COLLECTION SERVICES	2018	DESTROY
900016338	0380-60	12/14/2022	CITY CLERK	ROLLING STOCK	MOTORCYCLE/POLICE SERVICES	BMW 2013	DESTROY
900019151	0390-15	12/14/2022	FINANCE	ACCOUNTS RECEIVABLE	FUND BALANCE INVOICES	FY 2013-2014	DESTROY
900021514	0390-15	12/14/2022	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY 2012-2013 INV #158-195	DESTROY
900020474	0390-15	12/14/2022	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY 2012-2013 INV #95-157	DESTROY
900022791	0390-15	12/14/2022	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY 2013-2014 INV #196-294	DESTROY
900017803	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 APR CASH DRAWER 02	DESTROY

Laguna Hills City Clerk

Destroy Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017805	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 APR CASH DRAWER 03	DESTROY
900017787	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 AUG CASH DRAWER 02	ARCHIVES
900017788	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 AUG CASH DRAWER 03	DESTROY
900017795	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 DEC CASH DRAWER 02	DESTROY
900017796	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 DEC CASH DRAWER 03	DESTROY
900017799	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 FEB CASH DRAWER 02	DESTROY
900017800	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 FEB CASH DRAWER 03	DESTROY
900017797	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 JAN CASH DRAWER 02	DESTROY
900017798	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 JAN CASH DRAWER 03	DESTROY
900017785	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 JUL CASH DRAWER 02	DESTROY
900017786	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 JUL CASH DRAWER 03	DESTROY
900017808	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 JUN CASH DRAWER 02	DESTROY
900017809	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 JUN CASH DRAWER 03	DESTROY
900017801	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 MAR CASH DRAWER 02	DESTROY
900017802	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 MAR CASH DRAWER 03	DESTROY
900017806	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 MAY CASH DRAWER 02	DESTROY
900017807	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 MAY CASH DRAWER 03	DESTROY
900017793	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 NOV CASH DRAWER 02	DESTROY
900017794	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 NOV CASH DRAWER 03	DESTROY
900017791	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 OCT CASH DRAWER 02	DESTROY
900017792	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 OCT CASH DRAWER 03	DESTROY
900017789	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 SEPT CASH DRAWER 02	DESTROY
900017790	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CASH RECEIPTS SUMMARIES	FY 2013-2014 SEPT CASH DRAWER 03	DESTROY
900017478	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2013-2014 1ST QTR	DESTROY
900017732	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2013-2014 2ND QTR	DESTROY
900018079	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2013-2014 3RD QTR	DESTROY
900018349	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	CREDIT CARD SUMMARIES	FY2013-2014 4TH QTR	DESTROY
900017479	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2013-2014 1ST QTR	DESTROY
900017731	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2013-2014 2ND QTR	DESTROY
900018078	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2013-2014 3RD QTR	DESTROY
900018348	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2013-2014 4TH QTR	DESTROY
900018862	0390-60	12/14/2022	FINANCE	RECEIPTS, DAILY CASH	GENERAL CASH RECEIPTS NUMERIC	FY2013-2014 CASH DRAWER 03	DESTROY
900018804	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	ACCOUNTS RECEIVABLE 120	FY2013-2014	DESTROY
900018852	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	ARINV	FY2013-2014	DESTROY
900018347	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 APRIL	DESTROY
900017565	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 AUGUST	DESTROY
900018053	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 DECEMBER	DESTROY

Laguna Hills City Clerk

Destroy Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900018186	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 FEBRUARY	DESTROY
900018067	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 JANUARY	DESTROY
900017477	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 JULY	DESTROY
900018561	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 JUNE	DESTROY
900018287	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 MARCH	DESTROY
900018452	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 MAY	DESTROY
900017835	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 NOVEMBER	DESTROY
900017733	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 OCTOBER	DESTROY
900017630	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	BUILDING PERMITS	FY2013-2014 SEPTEMBER	DESTROY
900018796	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	C & D DEPOSITS	FY2013-2014	DESTROY
900018851	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	COURT FINES 46100	FY2013-2014	DESTROY
900018859	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	CS TEEN CAMP	FY2013-2014	DESTROY
900018830	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	DELQ TAX SALE TEETER PLAN 40700	FY2013-2014	DESTROY
900018808	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	DUE FROM OTHER GOVS 152	FY2013-2014	DESTROY
900018810	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	DUE TO OTHER FUNDS 00250	FY2013-2014	DESTROY
900018785	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	ENGINEERING CHARGE AGAINST DEPOSIT 22440	FY2013-2014	DESTROY
900018789	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	ENGINEERING DEPOSITS 22444	FY2013-2014	DESTROY
900018782	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	ENGINEERING FEES	FY2013-2014	DESTROY
900018800	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	ENGINEERING TRUST ACCOUNTS	FY2013-2014	DESTROY
900018346	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 APRIL	DESTROY
900017566	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 AUGUST	DESTROY
900018052	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 DECEMBER	DESTROY
900018185	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 FEBRUARY	DESTROY
900018068	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 JANUARY	DESTROY
900017480	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 JULY	DESTROY
900018562	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 JUNE	DESTROY
900018286	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 MARCH	DESTROY
900018451	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 MAY	DESTROY
900017834	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 NOVEMBER	DESTROY
900017734	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 OCTOBER	DESTROY
900017631	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FACILITY FEES 45110	FY2013-2014 SEPTEMBER	DESTROY
900018843	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FEES - 4TH OF JULY 45120	FY2013-2014	DESTROY
900018802	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FIRE FEES	FY2013-2014	DESTROY
900018837	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE CABLE 43000	FY2013-2014	DESTROY
900018838	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE SDG&E 43100	FY2013-2014	DESTROY
900018839	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE SO CAL EDISON 43200	FY2013-2014	DESTROY
900018840	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	FRANCHISE FEE SO CAL GAS 43300	FY2013-2014	DESTROY

Laguna Hills City Clerk

Destroy Date From 12/14/2022 To 12/14/2022
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900018826	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	INTEREST ON UNAPPORT TAXES 40330	FY2013-2014	DESTROY
900018846	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	MAPS & PUBLICATIONS 456	FY2013-2014	DESTROY
900018784	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	MARATHON REGISTRATION 45160	FY2013-2014	DESTROY
900018844	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	MARATHON SPONSORS 45161	FY2013-2014	DESTROY
900018853	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	MEETING EXPENSE 61200	FY2013-2014	DESTROY
900018861	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	MISCELLANEOUS	FY2013-2014	DESTROY
900018847	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	MISCELLANEOUS REVENUE 459	FY2013-2014	DESTROY
900018833	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	MOTOR VEHICLE IN LIEU 413	FY2013-2014	DESTROY
900018857	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PARKING VIOLATIONS 46010	FY2013-2014	DESTROY
900018797	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PLANNING DEPOSITS	FY2013-2014	DESTROY
900018781	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PLANNING FEES	FY2013-2014	DESTROY
900018818	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED CURRENT 400	FY2013-2014	DESTROY
900018819	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED HOMEOWNER 40010	FY2013-2014	DESTROY
900018823	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED PRIOR YEAR 40200	FY2013-2014	DESTROY
900018821	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED PUBLIC UTILITY 40030	FY2013-2014	DESTROY
900018820	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED SUPP ROLL 40020	FY2013-2014	DESTROY
900020049	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX SECURED SUPP ROLL 40020	FY2013-2014	DESTROY
900018822	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPERTY TAX UNSECURED CURRENT 40100	FY2013-2014	DESTROY
900018824	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPTAXMISCELLA 40210	FY2013-2014	DESTROY
900018825	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	PROPTAXMISCSUPP 40220	FY2013-2014	DESTROY
900018828	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	REAL PROPERTY TRANSFER TAX 40400	FY2013-2014	DESTROY
900018848	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECEXPENOFFSET 45905	FY2013-2014	DESTROY
900018350	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 APRIL	DESTROY
900017567	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 AUGUST	DESTROY
900018051	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 DECEMBER	DESTROY
900018184	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 FEBRUARY	DESTROY
900018069	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 JANUARY	DESTROY
900017481	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 JULY	DESTROY
900018563	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 JUNE	DESTROY
900018285	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 MARCH	DESTROY
900018450	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 MAY	DESTROY
900017833	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 NOVEMBER	DESTROY
900017735	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 OCTOBER	DESTROY
900017632	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RECREATION FEES 45100	FY2013-2014 SEPTEMBER	DESTROY
900018845	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	RENTAL FEES 45501	FY2013-2014	DESTROY
900018831	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	SALES & USE TAX 41000	FY2013-2014	DESTROY
900018827	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	SEC PY PENALTIES 40310	FY2013-2014	DESTROY

Laguna Hills City Clerk

Destroy Date From 12/14/2022 To 12/14/2022
Org. Dept ALL

Barcode	File No.	Destroy Date	Org. Dept	First Line	Second Line	Third Line	Current Location
900018834	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	SPEC STATE SUBVEN 41600	FY2013-2014	DESTROY
900018798	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	SWIMMING POOL BONDS	FY2013-2014	DESTROY
900018803	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	TAXES RECVBLE 00110	FY2013-2014	DESTROY
900018842	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	TRAFFIC PERMIT 44303	FY2013-2014	DESTROY
900018841	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX 435	FY2013-2014	DESTROY
900018809	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	TRUST DEPOSIT ETWID 22911	FY2013-2014	DESTROY
900018860	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	UTILITIES WATER MNWD 32065	FY2013-2014	DESTROY
900018850	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	VEHICLE CODE FINES 460	FY2013-2014	DESTROY
900018858	0390-65	12/14/2022	FINANCE	RECEIPTS, GENERAL	VLF PROPERTY TAX 40600	FY2013-2014	DESTROY
900021824	0470-20	12/14/2022	CITY CLERK	CIVIL CASE FILES, CITY	AUSTIN V. LAGUNA HILLS	CASE 30-2016-00858590-SC-SC-HNB	DESTROY
900021225	0470-20	12/14/2022	CITY CLERK	CIVIL CASE FILES, CITY	GROSS, ROSE MARIE V. LAGUNA HILLS	CASE 30-2016-00847700-SC-SC-HNB	DESTROY
900021073	0470-20	12/14/2022	CITY CLERK	CIVIL CASE FILES, CITY	NAVARRETE V. CITY OF LAGUNA HILLS	CASE NO. 30-2016-00843874-SC-SC-HNB	DESTROY
900020933	0470-40	12/14/2022	CITY CLERK	SUBPOENAS	MELLILLI PACE PTR V. ARA SAHELIAN	CASE NO. 30-2014-00756928-CL-CR-CJC	DESTROY
900013692	0470-40	12/14/2022	CITY CLERK	SUBPOENAS	STATE FARM VS. LAGUNA HILLS MALL	30-2010 00397933	DESTROY
900021044	0800-60	12/14/2022	BUILDING	INSPECTION LOGS	2016 INSPECTION RUN SHEETS		DESTROY

Record Count: 401



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: Affirmation of Appointments List for City Boards, Commissions, and Committees

RECOMMENDATION: That the City Council affirm the Local Appointments List and direct that it be posted on the City's web site, at City Hall and in the Laguna Hills Branch Technology Library in accordance with Government Code Section 54972, the Maddy Act.

SUMMARY:

In accordance with State Law, Government Code Section 54972, the City Council must prepare and post a Local Appointments List prior to December 31, 2022.

BACKGROUND:

The State Legislature found that there was a vast and largely untapped reservoir of talent existing among the citizenry of the State of California and that this resource was not, all too frequently, aware of the many opportunities which exist to participate in and serve on local regulatory and advisory boards, commissions, and committees. In order to provide access to information regarding vacancies which occur on local boards, commissions, and committees, Government Code Section 54972 requires that each legislative body prepare a Local Appointments List on or before December 31st of each year consisting of the following:

- A list of appointive terms, which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires, and the necessary qualifications for the position.

Affirmation of Appointments List for City Boards, Commissions, and Committees

December 13, 2022

Page 2

-
- A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body and the necessary qualifications for each position.

A Local Appointments List for the City of Laguna Hills is attached. After the City Council acts to affirm the list, a copy of the list will be posted on the City's website, at City Hall and in the Laguna Hills Branch Technology Library at the Community Center.

ATTACHMENTS:

- Local Appointments List

City of Laguna Hills
LOCAL APPOINTMENTS LIST

Ongoing Commissions, Boards, and Committees
(Pursuant to Government Code §54972 et seq.)

Planning Agency

City Council Members

established by Ordinance No. 9 and Laguna Hills Municipal Code Section 2-28.010

The members of the Laguna Hills City Council shall serve as members of the Planning Agency.

Planning Agency of the City pursuant to Government Code §65100 to carry out the purposes of Government Code Title 7. Planning and Land Use.

<u>Appointee</u>	<u>Date Appointed</u>	<u>Term Expires</u>
Janine Heft	12/13/2016	12/10/2024
Erica Pezold	12/11/2018	12/08/2026
Dave Wheeler	12/11/2018	12/08/2026
Don Caskey	10/26/2021	12/10/2024
Joshua Sweeney	12/13/2022	12/08/2026

Parks and Recreation Commission

Five Members, Four-Year Staggered Terms

established by Resolution No. 92-04-14-5

amended by Resolution Nos. 96-02-13-1; 2005-09-13-1; 2006-01-10-1; 2009-08-25-4

All Commission Members, at all times during their incumbencies, must be a bona fide resident and registered voter of the City of Laguna Hills.

Advisory commission to the City Council pertaining to parks, recreation facilities, and recreational programming to balance community wants with municipality responsibility and resources.

<u>Appointee</u>	<u>Date Appointed</u>	<u>Term Expires</u>
Daniel Cooper	01/18/2003	01/31/2023
Neel Patel	01/18/2022	01/31/2023
Vacant		01/31/2023
Sanjay Mathur	01/18/2022	01/31/2025
Patricia Thee	01/26/2021	01/31/2025

Traffic Commission

Five Members, Four-Year Staggered Terms

established by Resolution No. 92-02-25-4

amended by Resolution No. 2005-09-13-2

All Commission Members, at all times during their incumbencies, must be a bona fide resident and registered voter of the City of Laguna Hills.

Advisory commission to the City Council pertaining safe and efficient movement of traffic, including pedestrians and bicycles, upon existing streets, roads and highways of the City.

<u>Appointee</u>	<u>Date Appointed</u>	<u>Term Expires</u>
Chris Bieber	01/22/2019	01/31/2023
Vacant		01/31/2023
Manuel Hernandez	03/10/2020	01/31/2025
Mark Schaff	02/09/2021	01/31/2025
Michael Caputo	06/14/2022	01/31/2025

Audit Committee

City Manager (or designee) and Two City Council Members
established by City Council Action on March 14, 1995 and City Council Policy No. 105

Committee Members must be a current member of the Laguna Hills City Council.

Advisory committee to the City Council for the purpose of providing a direct line of communication between the auditor and the City Council.

<u>Appointee</u>	<u>Date Appointed</u>	<u>Term Expires</u>
Erica Pezold	12/14/2021	Unlimited Term
Don Caskey	12/14/2021	Unlimited Term

Events, Communication, and Beautification Committee

Two City Council Members
established by City Council Action on June 28, 2022

Committee Members must be a current member of the Laguna Hills City Council.

Advisory committee to the City Council for the purpose of making recommendations on projects designed to maintain and enhance the appearance of public areas within the City, conduct research on communications programs, and develop and implement community events.

<u>Appointee</u>	<u>Date Appointed</u>	<u>Term Expires</u>
Erica Pezold	06/28/2022	Unlimited Term
Janine Heft	06/28/2022	Unlimited Term

Economic Development Committee

Two City Council Members
established by City Council Action on June 28, 2022

Committee Members must be a current member of the Laguna Hills City Council.

Advisory committee to the City Council for the purpose of promoting and supporting local businesses and encouraging a strong economy within the City.

<u>Appointee</u>	<u>Date Appointed</u>	<u>Term Expires</u>
Dave Wheeler	06/28/2022	Unlimited Term
Don Caskey	06/28/2022	Unlimited Term



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Resolution Establishing the Classifications of Community Services Manager and Deputy City Clerk Along with the Salary Range and Benefits for Each Classification Within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing the classifications of Community Services Manager and Deputy City Clerk along with the salary range and benefits for each classification within the bargaining unit covered by the Memorandum of Understanding with the Laguna Hills City Employees Association"

SUMMARY:

Staff is proposing to establish the Deputy City Clerk and Community Services Manager classifications within the bargaining unit covered by the Memorandum of Understanding (MOU) between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA). Accordingly, it is necessary for the City Council to add the classifications and salary ranges for each position to the MOU by adopting the attached Resolution. There is no fiscal impact as the funds for each position are included in the current budget.

BACKGROUND:

Proposed Reestablishment of the Deputy City Clerk Classification

The City's current Records Management Coordinator, Sandy Carlsen, is planning to

Establishing New Employment Classifications

December 13, 2022

Page 2

retire from the City by the end of this year. She was first hired by the City on September 25, 2000 as a part-time Clerical Assistant, and was subsequently promoted to Records Management Coordinator in April 2015. In light of this upcoming vacancy in the City Clerk's division, the City would like to recruit for one of the following classifications - Records Management Coordinator, Deputy City Clerk, or Assistant City Clerk - based on organizational and operational needs in the future. Accordingly, staff recommends that the City Council reestablish the Deputy City Clerk classification to plan for the upcoming vacancy. Establishing this classification will have no fiscal impact at this time.

Proposed Establishment of the Community Services Manager Classification

To more accurately represent the duties and responsibilities of the current Community Services Superintendent position, staff recommends that this position be reclassified to Community Services Manager. Additionally, the Community Services Manager classification better aligns with the classifications of the comparator agencies the City utilizes for classification and salary studies. Should the City Council approve this new classification, there will be no change to the salary range and no increase to personnel costs associated with this position.

Salary Ranges

Attached to this report is the salary data used to arrive at the proposed monthly salary ranges for the Community Services Manager and Deputy City Clerk classifications. In accordance with the City's belief and established employee compensation program to attract and retain highly qualified individuals, the proposed salary ranges are based on the control point/max of the comparator agencies' average plus five percent. Each position would be subject to all provisions of the MOU. The following table provides an overview of the proposed monthly salary ranges for each classification.

Monthly Salary Ranges

Classification	Minimum	Maximum
Community Services Manager	\$9,656.06	\$11,737.00
Deputy City Clerk	\$6,423.66	\$7,808.00

Establishing New Employment Classifications

December 13, 2022

Page 3

FISCAL IMPACT:

There is no fiscal impact as the funds for each position are included in the current budget.

ATTACHMENTS:

- Proposed Resolution - New Employment Classifications
- Community Services Manager Salary Range
- Deputy City Clerk Salary Range

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING THE CLASSIFICATIONS OF COMMUNITY SERVICES MANAGER AND DEPUTY CITY CLERK ALONG WITH THE SALARY RANGE AND BENEFITS FOR EACH CLASSIFICATION WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

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

WHEREAS, on July 13, 2021, the City Council approved and adopted the Memorandum of Understanding ("MOU") between the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA" or "Association"), which became effective July 1, 2021, and will remain in effect until June 30, 2023; and

WHEREAS, Section IV of the MOU, entitled "Salary and Pay," establishes the employment classifications and the Salary Schedule for those positions in the bargaining unit covered by the MOU as of the time of the signing of the MOU, including both full-time positions (non-management) and extended part-time positions; and

WHEREAS, upon recommendation of the City Manager, the City Council now wishes to establish two full-time, non-management positions to the bargaining unit covered by the MOU.

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

SECTION 1. The purpose and intent of this Resolution is to establish a full-time, non-management employment classification and salary range for the positions of "Community Services Manager" and "Deputy City Clerk" to Section IV, "Salary and Pay," of the MOU between the City and the Association.

SECTION 2. The full-time, non-management employment classification and salary range for the "Community Services Manager" position and for the "Deputy City Clerk" position established by this Resolution will each be included in the bargaining unit covered by the MOU and represented by the Association and all provisions in the MOU between the City and the Association will be applicable to this new position.

SECTION 3. The Community Services Manager full-time, non-management employment classification is hereby established and assigned the following salary range:

FULL-TIME POSITION – NON MANAGEMENT	MONTHLY RANGE	
Community Services Manager	\$9,656.06	\$11,737.00

SECTION 4. The Deputy City Clerk full-time, non-management employment classification is hereby established and assigned the following salary range:

FULL-TIME POSITION – NON MANAGEMENT	MONTHLY RANGE	
Deputy City Clerk	\$6,423.66	\$7,808.00

SECTION 5. The Members of the Association have been notified concerning the actions set forth herein.

SECTION 6. The changes to the employment classifications and salary ranges set forth herein shall be effective December 14, 2022.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2022.

, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-x adopted by the City Council of the City of Laguna Hills, California, at
an Adjourned Regular Meeting thereof held on the 13th day of December, 2022, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Community Services Manager

City	Comparable Class Title	Min	C.P./Max
Brea	Community Services Manager	\$ 8,569.00	\$ 10,971.00
Buena Park	Facilities and Parks Superintendent	\$ 7,394.00	\$ 8,946.00
Cypress	Recreation & Community Services Manager	\$ 8,655.00	\$ 11,251.00
Dana Point	Recreation Manager	\$ 8,517.00	\$ 11,294.00
Fountain Valley	Recreation & Community Services Manager	\$ 8,655.00	\$ 10,520.00
Irvine	Community Services Manager	\$ 9,051.00	\$ 14,104.00
Laguna Beach	Community Services Supervisor	\$ 7,181.00	\$ 10,108.00
Laguna Niguel	Recreation Manager	\$ 8,687.00	\$ 10,859.00
Lake Forest	Recreation Manager	\$ 8,476.00	\$ 11,019.00
Mission Viejo	Community Services Manager	\$ 8,686.00	\$ 12,147.00
Newport Beach	Recreation & Senior Services Manager	\$ 9,013.00	\$ 10,957.00
Orange	Recreation Services Manager	\$ 8,636.00	\$ 11,075.00
Rancho Santa Margarita	No Comparable Class	-	-
San Clemente	Recreation Manager	\$ 9,377.00	\$ 11,397.00
San Juan Capistrano	Community Services Manager	\$ 9,759.00	\$ 11,863.00
Tustin	Recreation Superintendent	\$ 8,405.00	\$ 10,778.00
Yorba Linda	Recreation Superintendent	\$ 9,516.00	\$ 11,567.00
Mean		\$ 8,661.06	\$ 11,178.50
Mean * 5%		\$ 9,094.12	\$ 11,737.43

Proposed Salary Range

Step A	Step B	Step C	Step D	Step E
\$ 9,656.06	\$ 10,138.86	\$ 10,645.80	\$ 11,178.10	\$ 11,737.00

Deputy City Clerk

City	Comparable Class Title	Min	C.P./Max
Brea	Deputy City Clerk	\$ 6,119.85	\$ 7,438.73
Buena Park	No Comparable Class		
Cypress	Deputy City Clerk	\$ 5,262.00	\$ 6,399.00
Dana Point	Deputy City Clerk	\$ 5,805.00	\$ 7,698.00
Fountain Valley	Management Aide	\$ 5,708.43	\$ 8,938.63
Irvine	No Comparable Class		
Laguna Beach	Deputy City Clerk	\$ 4,802.00	\$ 6,756.00
Laguna Niguel	Deputy City Clerk	\$ 5,169.00	\$ 6,463.00
Lake Forest	No Comparable Class		
Mission Viejo	No Comparable Class		
Newport Beach	No Comparable Class		
Orange	Deputy City Clerk	\$ 6,531.00	\$ 7,939.00
Rancho Santa Margarita	Deputy City Clerk	\$ 5,486.00	\$ 7,352.00
San Clemente	Deputy City Clerk	\$ 6,119.85	\$ 7,438.73
San Juan Capistrano	No Comparable Class		
Tustin	No Comparable Class		
Yorba Linda	Deputy City Clerk	\$ 6,531.00	\$ 7,939.00
Mean		\$ 5,753.41	\$ 7,436.21
Mean * 5%		\$ 6,041.08	\$ 7,808.02

Proposed Salary Range

Step A	Step B	Step C	Step D	Step E
\$ 6,423.66	\$ 6,744.84	\$ 7,082.09	\$ 7,436.19	\$ 7,808.00



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: Resolution Updating Designation of Assistant and Deputy City Attorneys Within the Office of City Attorney as Required by Laguna Hills Municipal Code Chapter 2-20

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Updating Designation of Assistant and Deputy City Attorneys within the Office of City Attorney as Required by Laguna Hills Municipal Code Chapter 2-20."

SUMMARY:

Chapter 2-20 of the Laguna Hills Municipal Code establishes the Office of City Attorney. LHMC Section 2-20.010 specifies that the City Attorney's office shall include those Assistant and Deputy City Attorneys as may be authorized by the City Council. The functions of the Office of the City Attorney are as specified in LHMC Section 2-20.030. The City contracts with the law firm of Woodruff, Spradlin & Smart located in Costa Mesa to provide general counsel, advisory, transactional, prosecutorial, and litigation services. The City Clerk recommends that the City Council adopt the proposed Resolution to update the members of the firm that are designated to serve as Assistant and Deputy City Attorneys, in accordance with the Laguna Hills Municipal Code.

ATTACHMENTS:

- Proposed Resolution - Updating Designated Attorneys

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, UPDATING DESIGNATION
OF ASSISTANT AND DEPUTY CITY ATTORNEYS WITHIN
THE OFFICE OF CITY ATTORNEY AS REQUIRED BY
LAGUNA HILLS MUNICIPAL CODE CHAPTER 2-20

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

WHEREAS, Chapter 2-20 of the Laguna Hills Municipal Code establishes the office of City Attorney and provides that the City Attorney shall administer the office and shall serve under the direct supervision and control of the City Council as its legal advisor, and that the City Attorney shall perform the functions set forth in Section 2-20.030 of the Laguna Hills Municipal Code; and

WHEREAS, Chapter 2-20 specifies that the City Attorney's office shall include those Assistant and Deputy City Attorneys as may be authorized by the City Council; and

WHEREAS, the City contracts with the law firm of Woodruff, Spradlin & Smart located in Costa Mesa to provide general counsel, advisory, transactional, prosecutorial, and litigation services; and

WHEREAS, it is in order to update those members of the firm that are to serve as designated Assistant and Deputy City Attorneys.

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

SECTION 1. The following members of the law firm of Woodruff, Spradlin & Smart are hereby designated as Assistant and Deputy City Attorneys, pursuant to Section 2-20.010 of the Laguna Hills Municipal Code:

Assistant City Attorneys:

Michael S. Daudt
James H. Eggart
Ricia R. Hager
Jason M. McEwen
Barbara Raileanu

Deputy City Attorneys:

M. Lois Bobak
Caroline A. Byrne
Lindsay C. Caro
Walter Crandall
Michael D'Angelo L.
David A. DeBerry
Patrick M. Desmond
James M. Donich
Craig G. Farrington
Kathya M. Firlik
Savanna Hoehn
Bradley R. Hogin
Nicholas A. Hutchins
David E. Kendig
Bobbie A. Kraus
Douglas J. Lief
Mark Monachino
Brian A. Moore
Laura A. Morgan
Omar Sandoval
Daniel K. Spradlin
Alyson C. Suh
Jeanne L. Tollison
Cassie E. Trapesonian
Michael C. Valdez
Gary C. Weisberg

PASSED, APPROVED, AND ADOPTED this 13th day of December 2022.

_____, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Attachment: Proposed Resolution - Updating Designated Attorneys (3012 : Designation of Assistant and Deputy City Attorneys)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: 2023 City Council Meeting Calendar

RECOMMENDATION: That the City Council adopt the proposed 2023 City Council Meeting Calendar.

SUMMARY:

In order to facilitate the preparation of agendas, as well as to provide adequate time for City Council Members and staff to plan schedules, it is helpful to review the City Council Meeting Calendar for the upcoming year. Attached is the proposed 2023 City Council Meeting Calendar. The City Council, with proper noticing, can decide to adjourn a regular meeting to a specific date and time prior to its meeting or call a Special Meeting, if the need for such a meeting arises. Please note that the second meeting in July, first meeting in August, and second meeting in December are, in regular practice, not held. Additionally, the second meeting of remaining months may be subject to cancellation if the City Manager determines there are not sufficient items to justify a meeting. Notice of such intent to cancel a future meeting will generally be provided at the previous meeting.

ATTACHMENTS:

- 2023 City Council Meeting Calendar
- 2023 City Council Meeting List



2023

City Council Meeting Calendar

City Council Meetings

City Council Recess

City Holidays - City Hall Closed

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Standard City Council Meeting Schedule:

2nd & 4th Tuesday of each month, at 7:00 p.m., in the Laguna Hills Council Chamber, located at: 24035 El Toro Road, Laguna Hills, CA 92653
Meetings are dark on Holidays and during Council Recess

City Hall is closed on the following holidays:

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving and day after

Christmas Day

Calendar 2023

January 2	New Year's Day Holiday (observed) City Hall Closed
January 10	Regular City Council/Planning Agency Meeting
January 24	Regular City Council/Planning Agency Meeting (subject to cancellation)
February 14	Regular City Council/Planning Agency Meeting Public Improvement Corp
February 20	Presidents Day Holiday City Hall Closed
February 28	Regular City Council/Planning Agency Meeting (subject to cancellation)
March 14	Regular City Council/Planning Agency Meeting
March 28	Regular City Council/Planning Agency Meeting (subject to cancellation)
April 11	Regular City Council/Planning Agency Meeting
April 25	Regular City Council/Planning Agency Meeting (subject to cancellation)
May 9	Regular City Council/Planning Agency Meeting
May 23	Regular City Council/Planning Agency Meeting (subject to cancellation)
May 29	Memorial Day Holiday City Hall Closed
June 13	Regular City Council/Planning Agency Meeting
June 27	Regular City Council/Planning Agency Meeting (subject to cancellation)
July 4	City's Fourth of July Celebration City Hall Closed
July 11	Regular City Council/Planning Agency Meeting

July 25	Regular City Council/Planning Agency Meeting Dark Meeting
August 8	Regular City Council/Planning Agency Meeting Dark Meeting
August 22	Regular City Council/Planning Agency Meeting
September 4	Labor Day Holiday City Hall Closed
September 12	Regular City Council/Planning Agency Meeting
September 20-22	League of California Cities Conference Sacramento, California
September 26	Regular City Council/Planning Agency Meeting (subject to cancellation)
October 10	Regular City Council/Planning Agency Meeting
October 24	Regular City Council/Planning Agency Meeting (subject to cancellation)
November 10	Veterans Day Holiday (observed) City Hall Closed
November 14	Regular City Council/Planning Agency Meeting
November 28	Regular City Council/Planning Agency Meeting (subject to cancellation)
November 23-24	Thanksgiving Holiday City Hall Closed
December 12	Regular City Council/Planning Agency Meeting
December 25	Christmas Holiday City Hall Closed
December 26	Regular City Council/Planning Agency Meeting Dark Meeting



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Joe Ames
Public Works Director/City Engineer

ISSUE: Community Center and Sports Complex Site Improvements Project, CIP 237

RECOMMENDATION: That the City Council: 1) Approve the plans and specifications and authorize the advertisement for bids for the Community Center and Sports Complex Site Improvements Project, CIP 237; 2) Allow the City Engineer to make minor edits to the plans and specifications as necessary prior to advertisement of the project; and 3) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

SUMMARY:

Public Works staff and a consultant have prepared the plans and specifications for the Community Center and Sports Complex Site Improvements Project, CIP 237. The project includes repairs and replacements of several outside fixtures, play equipment and finishes, as well as construction of a new small retaining wall at the toe of the slope at the rear of the 2 to 5 year-old playground on site. The plans and specifications are ready for approval by the City Council.

BACKGROUND:

The City received \$197,399 in funding under Proposition 68, the 2018 Parks Bond Act Per Capita Grant Program. These funds are being used to construct improvements at the Community Center and Sports Complex for repairs and replacements of outside fixtures, play equipment and finishes, as well as construction of a new small retaining wall at the

Community Center and Sports Complex Site Improvements Project, CIP 237

December 13, 2022

Page 2

toe of the slope at the rear of the 2 to 5 year-old playground. The plans and specifications must be approved by the City Council, and the City Council must authorize staff to advertise for bids because the total cost of the project exceeds \$200,000.

Richard Fisher Associates (RFA) prepared the specifications and bid schedule. The bid schedule includes 13 staff recommended high priority improvements to the Community Center and Sports Complex site, which are part of the “Base Bid” schedule. The lowest responsive, responsible bidder will be awarded a construction contract based upon the total Base Bid. In addition, the bid schedule also includes 8 additional “Additive Alternate Bid” items, which may be awarded individually or collectively to the lowest responsive, responsible bidder dependent on the bids received and available budget. Once bids are received, City staff will return to City Council with a recommendation to award a construction contract to the lowest responsive, responsible bidder along with a recommendation on which, if any, additive alternate bid items to award.

RFA provided a cost estimate for this project which indicates the total base bid estimate to be \$164,000 and the total of all of the additive alternate bid items to be \$155,000 for a total project estimate of \$319,000.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption – “Existing Facilities.”

FISCAL IMPACT:

The FY 2022/2023 budget recognizes the Proposition 68 funding, plus an additional \$40,000 in funding for design. The total project estimate exceeds the available budget; however, the City has Quimby Fees on deposit which may be used to cover any shortfalls. Any shortfall in funding will require City Council to adopt a resolution allocating Quimby Fees to this project. City staff will make a recommendation to City Council at the time of contract award.

ATTACHMENTS:

- Plans and Specifications



**CITY OF LAGUNA HILLS
CALIFORNIA**

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

CIP 237

PREPARED BY

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

DECEMBER 2022

IMPORTANT DATES:

January 18, 2022, 10:00 a.m.

January 30, 2022, 10:00 a.m.

February 14, 2022

March 6, 2022

Mandatory Pre-Bid Meeting

Bids Due to the City

Proposed City Council Award of Contract

Proposed Issuance of Notice to Proceed

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

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

Approved By:



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

12/7/2022

Date

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

CITY OF LAGUNA HILLS

TABLE OF CONTENTS
FOR
COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

NOTICE INVITING SEALED BIDS.....	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL DOCUMENTS	
Proposal.....	P-1
Bidders Information.....	P-3
List of Subcontractors	P-4
References	P-5
Contractor's Licensing Statement.....	P-6
Bid Bond	P-7
Non-Collusion Affidavit.....	P-8
Proposal Bid Sheets	P-9
Bidder's Certification of Acknowledgement of Compliance With Insurance	P-13
CONTRACT DOCUMENTS	
Contract Agreement.....	CA-1
Faithful Performance Bond.....	CA-14
Material and Labor Bond.....	CA-16
Compensation Insurance Certificate	CA-18
GENERAL SPECIFICATIONS	
Scope of Work	GS-1
Location of Work	GS-1
Time of Completion	GS-1
Traffic Requirements.....	GS-1
Utility Requirements	GS-1
Flow and Acceptance of Water	GS-2
Removal of Water	GS-3
Standard Specifications	GS-3
Resolution of Construction Claims	GS-6
SPECIAL PROVISIONS	
PART 1 - GENERAL PROVISIONS	SP-1
PART 2 - CONSTRUCTION MATERIALS.....	SP-24
PART 3 - CONSTRUCTION METHODS	SP-32
PART 4 - EXISTING IMPROVEMENTS	SP-37
APPENDICES	
Not Used.....	Appendix A
Applicable Standard Plans	Appendix B
Project Plans.....	Appendix C
Building Permit Application.....	Appendix D

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

4.9.a

COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

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

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

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

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

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

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

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

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

NB-1

LH 6909-01/2020

1511509.1

Packet Pg. 92

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

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

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

Dated this 13th day of December, 2022.

City of Laguna Hills, California

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

Published: Saddleback Valley News

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

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

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

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

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

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

14. PREVAILING WAGE RATES

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

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

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

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

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

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

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

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

18. SUBSTITUTION OF SECURITIES

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

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

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

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

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

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

TO CITY OF LAGUNA HILLS, as CITY:

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

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

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

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

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

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

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

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

BIDDER'S NAME: _____

DATE _____, 20____.

BIDDER'S ADDRESS: _____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

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

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: (____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20__

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

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

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

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

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

BIDDER'S NAME _____

REFERENCES

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

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

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

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

DESIGNATION OF SURETIES

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

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

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

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 1 of 2)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Bond Amount \$ _____
 Bond Number _____

BID BOND (Page 2 of 2)

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

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

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

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

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

BIDDERS NAME _____

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

STATE OF CALIFORNIA)
) SS
COUNTY OF)

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

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

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

Signed _____

Title

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

Signature of Notary Public

(SEAL)

BIDDERS NAME _____

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

BASE BID

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

TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

BIDDERS NAME _____

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

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL COST
15	Remove / Replace Wood End-Screen & Chainlink with Specified Plastic Panel. See Appendix C Item 15	2	EA		
16	Remove & Replace PCC Sidewalk at Skate Park Bowl. See Appendix C Item 16	144	SF		
17	Remove Hockey Rink Perimeter Netting and Install New Chain Link Fencing. See Appendix C Item 17	550	LF		
18	Purchase and Install Shade Canopy Fabric for Dugouts. See Appendix C Item 18	550	SF		
19	Remove and Replace Drinking Fountains. See Appendix C Item 19	3	EA		
20	Sand and Finish Teak Seating around 5-12 Playground Structure. See Appendix C Item 20	1	LS		
21	Repair Concrete Playground Information Sign. See Appendix C Item 21	1	EA		
22	Remove and Replace Damaged Lighted Bollards at various locations, including obtaining "no fee" City electrical permit. See Appendix C Item 22	10	EA		
TOTAL "ADDITIVE ALTERNATE BID" IN FIGURES					\$

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

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

THE DETERMINATION OF THE LOWEST RESPONSIBLE BIDDER SHALL BE ON THE BASIS OF THE COMPARISON OF THE BASE BID ONLY. AT THE AGENCY'S SOLE DISCRETION ANY COMBINATION OF ADDITIVE ALTERNATE BIDS MAY ALSO BE AWARDED.

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

PROPOSAL

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

BIDDER _____

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

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
(PRINT)

(SIGNATURE)

(SEAL)

Title _____

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

By _____

Title _____

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

BIDDERS NAME _____

BIDDER'S CERTIFICATION FOR

**ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE
REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION
CITY OF LAGUNA HILLS**

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

Bidder

By

Date

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

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT FOR

COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

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

CITY:

CONTRACTOR:

_____, MAYOR
CITY OF LAGUNA HILLS

(CORPORATION (NAME - TYPE))

BY: _____

(PRINT)

ATTEST:

(SIGNATURE)

JENNIFER LEE, CITY CLERK
CITY OF LAGUNA HILLS

(TITLE)

BY: _____

(PRINT)

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

(SIGNATURE)

(TITLE)

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

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract
 No. _____, for the _____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 specified in the Contract, to, _____, a
(NAME OF CONTRACTOR)

_____, hereby designated as the "Principal", which
(CONTRACTOR ENTITY TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein
 by reference are expressly incorporated into this bond by reference.

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

FAITHFUL PERFORMANCE BOND
 (PAGE 2 OF 2)

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

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

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

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

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

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

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

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

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

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

PRINCIPAL

SURETY

 (Principal Name) (Seal)

 (Surety Name) (Seal)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

By: _____
 (Signature)

By: _____
 (Signature)

 (Print Name and Title)

 (Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

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

Attachment: Plans and Specifications (3035 : Community Center and Sports Complex Site Improvements Project, CIP 237)

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

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

SCOPE OF WORK

The work to be performed and completed by Contractor consists of including removal and replacement of existing fixtures, demolition, construction, and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at 25555 Alicia Parkway, Laguna Hills, CA 92653, as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within **40 working days** after the date of the Notice to Proceed.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the California Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions shall be maintained during construction between 9:00 A.M. and 3:30 P.M. The same number of travel lanes currently in use (at the time of bid) shall be opened to traffic each and every day between 3:30 P.M. and 9:00 A.M. No work that interferes with public traffic shall be performed after 3:30 P.M. or before 9:00 A.M. No street closures shall be made. The traffic signal and traffic signal detectors shall remain operational during the construction until their replacement is scheduled within 5 days of disruption. Night work shall only be allowed with approved, written approval by the City Engineer, at the contractor's request, and shall be completed at no additional cost if approved.

Separation between travel lanes shall be accomplished by the use of delineators placed at a maximum of 15' on center. Traffic channelization at intersections shall be accomplished by the use of delineators placed at a maximum of 10' on center.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	3939 E. Coronado St.	Anaheim, CA 92807	Robert Fleisher	714/618-9129
OCTA	550 S. Main Street	Orange, CA 92613-1584	Kyle Poff	714/560-5816
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
Gas Company	1919 South State College	Anaheim, CA 92806	Andrew Alday	714/385-3377
Gas Company Southern Region Transmission	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-1779
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communication	27121 Towne Centre Drive	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this Project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk. The Contractor shall prepare a Stormwater Pollution Prevention Plan, shall use Best Management Practices and comply with all NPDES and State Construction Permit requirements pertaining to water quality to minimize adverse water quality impacts from the project before initiating construction. The payment for this work of plan preparation and field implementation, as required, and compliance with permits is deemed included in the lump sum price paid for Mobilization and no additional compensation shall be allowed therefore.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

WASTE DISPOSAL

Contractor shall only utilize waste containers from the City Franchisee, CR&R, (P. O. Box 1100, San Juan Capistrano, CA 92693-1100, 949-728-0446 Ext. 1232) for all recyclables and waste debris. Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from land fills and report this data to the City at the end of the project.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2018 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, also known as the "Greenbook", including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern

California District of the Associated General Contractors of California, which is incorporated herein by this reference. Copies of these Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, California 92801
(760) 734-1113

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, General Specifications, Special Provisions, or other Contract Documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, addition, or that are specifying options are stated in the Special Provisions.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

California Department of Transportation
Publications Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815-3800
Telephone (916) 263-0822
Fax (916) 263-0470

References in the Special Provisions to Standard Plans shall mean the Standard Plans for Public Works Construction, latest edition (written and promulgated by the Public Works Standards, Inc.), and, where applicable and as determined and selected by the City Engineer, those specific standard plans of the City of Laguna Hills, the County of Orange and/or the State Department of Transportation, latest editions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

The City has determined that the work on this Project requires work of labor categories which are subject to the State of California Department of Industrial Relations prevailing rates of per diem wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work provided pursuant to the Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of the Agreement.

Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

a) The Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

b) Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the effective date of this Agreement.

c) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the term of this Agreement.

d) Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

e) Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

f) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship committee that can supply apprentices to the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

RESOLUTION OF CONSTRUCTION CLAIMS

California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate all construction claims relating to the City's public works project.

"Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))

For any claim subject to this article, PCC section 9204 requires the following:

- a) The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice

requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the City, and the Contractor may, by mutual agreement, extend the time period provided by statute.

- b) For claims of all amounts, the City shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the City requires approval from the City Council, and the City Council does not meet within the 45-day period to respond, the City shall have up to three days to issue its response following the City Council meeting.
- c) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- d) If the claimant disputes the City's response, or if the City fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the City must schedule a meet and confer conference within 30 days for settlement of the disputed claim.
- e) Within 10 business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the City shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.
- f) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- g) Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The City and the claimant shall mutually agree on a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

PCC Section 9204 does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

Should the City fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the City's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

NOTICE OF THIRD-PARTY CLAIMS

In accordance with PCC Section 9201, the City will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the City for its reasonable costs incurred in providing such notice.

CLAYTON ACT AND CARTWRIGHT ACT

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

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS FOR SPECIFICATIONS FOR

COMMUNITY CENTER AND SPORTS COMPLEX SITE IMPROVEMENTS

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California
Contractor	- Contractor, its workers, employees and agents
Project	- Community Center and Sports Complex Site Improvements

1-3 ABBREVIATIONS.

1-3.2 Common Usage. [Add the following to this section]:

MUTCD	- Manual of Uniform Traffic Control Devices, including the California Supplement
OCPW	- Orange County Public Works Department
SPPWC	- Standard Plans for Public Works Construction
SSPWC	- Standard Specifications for Public Works Construction
FHWA	- Federal Highway Administration
HUD	- Housing and Urban Development

1-7 AWARD AND EXECUTION OF CONTRACT.

Within three (3) days of bid opening contractor must submit:

- If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the City Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the City within three (3) days of bid opening.

Within five (5) working days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the City:

- All Insurance Requirements set forth herein
- Two (2) Original Signed Contract Agreements

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the City:

- Faithful Performance Bond
- Material and Labor Bond
- Construction Schedule
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- Construction Materials Submittals

FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF City.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. [Replace section with the following]:

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the City shall verify that the surety is an admitted surety in the State of California. If requested by the City, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the City to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the City. The Contractor shall provide the City with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the City, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the City. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

SECTION 2 – SCOPE OF WORK.

2-1.1 PLANS AND SPECIFICATIONS [Add the following to this section]:

The Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-2 PERMITS. [Add the following to this section]:

Prior to the start of any work, the Contractor shall take out the applicable City and State permits and make arrangements for City and State inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive any City permit fees.

Further, Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

2-3 RIGHT-OF-WAY. [Add the following to this section]:

The City will acquire all rights of way, easements and rights of entry as required for this Project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for re-mobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in all other items of work and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the City, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

2-8 EXTRA WORK.**2-8.2 Payment.****2-8.3 Markup.**

(a) **Work by Contractor.** [Add the following to this section]: The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** [Add the following to this section]: When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the

subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The costs of rental equipment shall not exceed the equipment rental rates in the surcharge and Equipment Rental Rates, as published by the State of California Business, Transportation, and Housing Agency and the California Department of Transportation, Division of Construction for the current fiscal year.

2-10 DISPUTED WORK. [Add the following to this section]:

If the Contractor and the City are unable to reach an agreement on disputed work, the City may direct the Contractor to proceed as directed. The City shall have the option, at its own discretion, to pay for said work through unilateral change order executed by the City after conducting its own analysis of the reasonable costs thereof. Although not to be construed as proceeding under extra work provisions in Section 3-3, the Contractor shall keep and furnish records of disputed work in accordance with Section 3-3.

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the City as "extra work", the Contractor shall notify the City in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the City is not afforded proper supporting documentation by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the City. If the City determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the City determines that the claim is not well founded, it shall be disallowed and not paid.

SECTION 3 – CONTROL OF THE WORK.

3-10 SURVEYING.

3-10.4 Permanent Survey Markers. [Add the following to this section]:

Prior to start of construction, the Contractor shall inventory all existing survey monuments and ties within the Project limits. Monument records are for information purposes only, and can be provided by the City upon request. The Contractor is responsible for ensuring that all survey monuments and ties are restored. The Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor. A copy of the filing shall be provided to the City prior to commencement of any work.

The Contractor shall obtain prior approval from the Engineer before setting new survey monuments. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey marker is located, the Contractor shall install a new survey monument

to the new grade within seven (7) days of finished paving. The survey monument shall be installed to match the existing type destroyed. The Contractor will then reset ties and file a Corner Record Form in the Office of the County Surveyor.

3-10.5 Survey Services. [Add the following to this section]:

The Contractor will provide the initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

The Contractor shall be responsible for the finished work's conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the Contractor shall be included within the various items of work and no additional compensation will be allowed.

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

4-3.1 General. [Add the following to this section]:

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS. [Add the following to this section]:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-3 LABOR.

5-3.3 Payroll Records. [Add the following to this section]:

Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Verified payroll records shall be submitted to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.

5-4.5 Compliance with Insurance Requirements. [Add the following to this section]:

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any work or services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5-4.5.1 Types of Insurance Required. [Add the following to this section]:

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

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) in the general aggregate, and four million dollars (\$4,000,000.00) for completed operations aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its

workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5-4.5.2 Acceptability of Insurers. [Add the following to this section]:

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

5-4.5.3 Insurance Endorsements. [Add the following to this section]:

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

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

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

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

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

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5-4.5.9 Requirements Not Limiting.

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

5-4.5.10 Enforcement of Agreement (Non-Estoppel).

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

5-4.5.11 Insurance for Subcontractors.

Contractor shall either: (1) include all subcontractors engaged in any work or services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subcontractors performing any work or services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

5-4.5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

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

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

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

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

E. Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such

coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

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

5-4.5.13 Contractor's Liability; City Not Liable; Claims Resolution

A. Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

C. City not liable. The City shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property.

D. Claims Resolution. From time to time during the period of this contract, the City and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by City and Contractor:

For claims received by Contractor:

(1) Contractor shall provide City on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth

above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the City.

For claims received by City:

(1) City shall process any claims received pursuant to Chapter 3-12 (Claims Against the City) of the Laguna Hills Municipal Code.

(2) If after investigation of the claim, the City determines the Contractor is liable under this Contract, City shall tender the claim to the Contractor for proper handling and resolution.

E. Retention of Claimed Damages by City. The City may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City until disposition has been made of such suits or claims for damages aforesaid.

5-7 SAFETY.

5-7.1.3 Traffic and Access. [Add the following to section]:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

5.7.2 Safety Orders

5.7.2.1 General. [Add the following to this section]:

The Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descent.

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to Engineer a written detailed

plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- III. That, in the event that a dispute arises between City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-7.2.2.1 Storage of Equipment and Materials in Public Streets. [Add the following section]:

The Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

5-7.2.2.2 Street Closures, Detours, Barricades. [Add the following section]:

The Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Contractor is properly and safely implementing the MUTCD details, then work shall be stopped until such time as the Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. **No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.**

The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of one week prior to the start of construction.

The Contractor shall designate at least one worker solely for the provision and maintenance of traffic control.

The Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. **Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.**

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at Contractor's expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Fire Department: Orange County Fire Authority, (714) 573-6000
2. Police Department: Orange County Sheriff's Department, (714) 647-7000
3. School Districts: Saddleback Valley Unified: (949) 586-1234, Capistrano Unified: (949) 489-7000
4. Trash Collection: CR&R, (877) 728-0446
5. Street Sweeping: Sunset Property Services, (949) 551-5151
6. Transit Operations: Orange County Transportation Authority (OCTA), (714) 560-6282
7. Fire Department: Station 18, (949) 858-9369
8. Mail Service: US Postal Service

The City Engineer may add additional entities to this list at his discretion.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction. Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the City. The Contractor shall also provide temporary traffic restriping, or reflective white or yellow plastic tabs, at the conclusion of each working day, if not sooner, as directed by the City, for any centerline, painted median or lane line that is obliterated by construction.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices. No later than 10 days after the award of the Contract, the Contractor shall furnish to the City, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed and approved by the City.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

The Contractor shall also ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be steel plated per the requirements noted in the previous paragraph. The Contractor shall use temporary AC surfacing at his own expense for traffic control as required to maintain traffic in a safe non-disruptive manner.

SECTION 6 - PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.0 General. [Add the following section]:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Liquidated damages will be assessed pending receipt of any outstanding reports, as set forth in Section 6-9.1 below.

6-1.3 Construction Schedule (Critical Path Method) [Add the following section]:

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule illustrated by the Gantt Bar method. The schedule shall be prepared by qualified and experienced scheduling staff.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that

all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

The number of activities shall be sufficient to assure adequate planning of the Project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

- A. A clear legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and **not more than 40 working days**, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for Project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show a scheduled completion date that is later than the Contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

The Engineer's review and acceptance of schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be correct by the Contractor and resubmitted to the Engineer within five (5) working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the Contract. If, after, a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next schedule.

Payment for the Project schedule and revisions/updates to the schedule shall be made under other items of work and no additional payment shall be made therefore.

6-1.4 Acceleration. [Add the following section]:

The City reserves the right to accelerate the work of the Contract at any time during its performance. In the event the City directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the City on a daily basis.

In the event the Contractor believes that some action or inaction on the part of the City constitutes an acceleration directive, the Contractor shall immediately notify the City in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the City responds to the written notification. If acceleration is then directed or required by the City, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the City on a daily basis.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

6-3 TIME OF COMPLETION.

6-3.1 General. [Add the following to this section]:

The time for completion shall be as set forth in the General Specifications.

6-3.2 Contract Time Accounting. [Add the following to this section]:

The Contractor's activities shall be confined to the hours between 8:00 AM and 4:00 PM, Monday through Friday, excluding holidays, unless otherwise specified. Work shall be prohibited any time on Saturday, Sunday or Federal Holidays except as provided herein. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates (premium time) including benefits, overhead, and travel time and are established based on the City's current fee schedule or professional services agreement for construction inspection services. The service fees will be deducted from any amounts due the Contractor.

Construction activities during City Special Events may be restricted by City to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed as included in the lump sum contract for their respective items and no additional compensation will be allowed.

6-3.3 Completion, Acceptance, and Warranty. [Add the following section]:

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

6-9 LIQUIDATED DAMAGES. [Add the following to this section]:

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be

sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the City \$500.00. The Contractor shall also pay to the City \$500.00 for each occurrence of work in the through or turning lanes in violation of these specifications as solely determined by City. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

6-9.1 Additional Liquidated Damages. [Add the following section]:

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to follow a construction schedule or timely submit periodic progress reports as described in Section 6 of these Special Provisions.

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to mobilize to the Project site within 10 working days of the date of the Notice of Proceed as specified in these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to restore damaged utilities within three (3) working days as specified in Section 5 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$500.00 per day for failure to comply with, or implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) or Water Pollution Control Plan (WPCP), as required, by the City's NPDES permit with the San Diego Regional Water Quality Board.

Additional liquidated damages shall be assessed in the amount of \$500.00 per incident that the Contractor fails to install the Best Management Practices (BMP's) within 24 hours of notification as described in Section 7-8.6.2 of the Special Provisions.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. [Add the following to this section]:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions. The City shall withhold from the final payment \$15,000 in the event that the Contractor fails to return the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract Agreement.

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

Alternatively, the Contractor may request and the City shall make payment of retention earned directly to the escrow agent at the expense of the Contractor. The Contractor may direct the investment of the payment into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor.

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

The full five percent (5%) retention will be deducted from all payments. The City shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City. Federal law (49 CFR Section 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion. . The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

7-3.3 Delivered Materials. [Add the following to this section]:

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

7-3.4 Mobilization. [Add the following to this section]:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

Full compensation for mobilization shall be included in the Contract **LUMP SUM** price bid for **Mobilization** and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein, and no additional compensation will be allowed. Mobilization shall not exceed 5% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

SECTION 9 – FACILITIES FOR CONTRACT PERSONNEL. [Add this section]:

9-1 EXTENDED FIELD OFFICE OVERHEAD COST.

Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit written statement to the City detailing its field office overhead costs which are time related. The City will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the City and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.

The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the City. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.

When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the City and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office

overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

SECTION 10 - RESPONSIBILITIES OF THE CONTRACTOR [Add this section]:

10-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

10-1.1 General.

Conduct of the Work. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

Noise Levels. A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

10-2 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

10-3 PROJECT SITE MAINTENANCE.

10-3.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

10-3.1.1 Construction Cleaning [Add the following section]:

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.

- (c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.
- (d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or City Engineer. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

10-4 WATER POLLUTION CONTROL

10-4.1 Best Management Practices (BMPs)

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this Project. This Project will require the Contractor to implement "Best Management Practices".

The Contractor shall submit a Water Pollution Control Plan (WPCP) as detailed in Appendix A. The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed that addresses his or her anticipated construction operations and meets the intent of the NPDES requirements. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. After the Notice of Award, the Contractor shall submit to the City a finalized and signed WPCP, which establishes the construction BMP requirements, for review and approval. No work will be allowed to begin without an approved WPCP on file with the City.

The Contractor shall utilize Best Management Practices (BMP's) outlined in the WPCP during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this Project include, but are not limited to, covering all storm drain inlets in the Project vicinity with water permeable fabric and gravel bags prior to performing any adjacent AC grinding, removal or paving operations or PCC ramp lip grinding; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC

sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the Owner's Representative.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. San Diego Regional Water Quality Control Board
2. County of Orange

10-4.1.2 Payment

Full compensation for conforming to Subsection 7-8.6, including providing all necessary **Best Management Practices** shall be considered as included in the Contract **LUMP SUM** price for Best Management Practices and shall include finalizing and implementing the WPCP in accordance with the "Draft" WPCP and as detailed herein, and shall include full compensation for encroachment permit processing as related to the WPCP, furnishing all labor, tools, materials, and incidentals for implementing said approved / finalized WPCP.

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the City Engineer, the Contractor shall at his expense properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the City.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the City.

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class and Alternate Class. [Add the following]:

The class of concrete shall be 520-C-2500 with a maximum slump of four (4) inches for all sidewalks, curbs and gutters. The class of concrete shall be 560-C-3250 or as specified by the Engineer for all foundations, driveways, and cross gutters. The concrete for the cross-gutters and driveways shall be designed for early high strength.

201-1.1.3 Concrete Specified by Special Exposure. [Add the following]:

Test for Portland Cement Concrete

1. All material shall comply with Orange County Standards, American Concrete Institute (Act 1) and Uniform Building Code.
2. Product Data:
 - a) Submit complete materials list of items proposed for the work. Identify materials source.
 - b) Submit admixture, curing compound, retarder, and accessory item product data.
 - c) Submit material certificates for aggregates, reinforcing, and joint fillers.
3. Submit concrete delivery tickets. Show the following:
 - a) Batch number
 - b) Mix by class or sack content with maximum size aggregate
 - c) Admixture
 - d) Air content
 - e) Slump
 - f) Time of loading
4. Submit concrete test reports.
5. Provide field quality control testing and inspection during concrete operations.
6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

7. Testing:

- a) Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
- b) Provide air indicator test and air meter tests for all air entrained concrete.
 - i) Perform air indicator test with a "Chase" AE 35 or equal air indicator, and air meter test in accordance with ASTM C231 or 173. Test first load of concrete delivered each day.
 - ii) Furnish copies of field records and test reports as listed for strength tests.
- c) Strength Testing:
 - i) Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ADTM C31.
 - ii) Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.
 - iii) Furnish copies of field records and test reports as follows:
 - 2 copies to City's representative
 - 1 copy to Contractor
 - 1 copy to Ready Mix supplier
- d) Record the exact location of the concrete in the work represented by each set of cylinders and show on test reports.
- e) Provide an insulated moist box for protection of the test cylinders until shipped to the laboratory.

201-1.2 Materials

201-1.2.1 Portland Cement. [Replace the first sentence of the first paragraph]:

All cement to be used or finished shall be Type V.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.2 Premolded Joint Filler. [Replace with the following]:

The Contractor shall use ¼" bituminous type expansion joint filler only.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds.

SP-25

Contractor shall use TYPE II "Hunts" clear curing compound, unless otherwise specified by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density. [Replace with the following]:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D 1557.

211-1.2 Field Density. [Add the following paragraph]:

Field density tests will be made by the Engineer during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense. The Contractor's compensation may be reduced for asphalt concrete compaction not in conformance with these specifications in accordance with the CalTrans Compaction Reduction Procedure.

SECTION 215 - PRE-MANUFACTURED ITEMS [Add new section:]

215-2 Site Furnishings

215-2.0 "Or Approved Equal" Provision

Throughout these Specifications, various types of products are specified with a an "Or Approved Equal" provision. It shall be the CONTRACTOR'S responsibility to verify the equality of suitability of any non-specified product or fixture in advance of installation or bidding by confirming its approval by the CITY. Failure to do so shall be grounds for rejection of the installation.

215-2.1 Benches

Benches shall be of the type as specified in the Plans, manufactured by Wabash Valley, Bench Model WIO116C, 8' long, with Surface-mount legs, and armrests at both ends and in the center. Benches shall be Straw in color with textured black frames. Contact Dave Bang Associates, Alex Beron (800) 669-2585, x3111.

215-2.2 Picnic Tables

Picnic Tables shall be of the type as specified in the Plans, manufactured by Wabash Valley, Picnic Table Model #SG111D, 8' long, with Surface-mount legs. Picnic tables shall be Straw in color with textured black frames. Contact Dave Bang Associates, Alex Beron (800) 669-2585, x3111.

ADA Picnic Tables shall be of the type as specified in the Plans, manufactured by Wabash Valley, Picnic Table Model #SG115D, 7' long, with Surface-mount legs. ADA

Picnic tables shall be Straw in color with textured black frames. Contact Dave Bang Associates, Alex Beron (800) 669-2585, x3111.

215-2.3 Drinking Fountain

Drinking Fountain shall be of the type as specified in the Plans, manufactured by MDF, Drinking Fountain Model #440 SM. Drinking Fountain shall be Green in color. Contact Most Dependable Fountains, Inc., (901) 867-0039.

SECTION 218 – PLAYGROUND SURFACING *[Add new section as follows]:*

216-1 RESILIENT SURFACING

216-1.1 General

216-1.1.1 Section Includes:

1. Seamless resilient playground surfacing
2. Cushion Pad & color wear course

216-1.1.2 Qualifications

216-1.1.2.1 Manufacturer

1. Surface America Inc. (800) 999-0555 or approved equal.
2. **Company with minimum of five years documented history of producing resilient playground surfacing complying with criteria of this Section.**
3. **Company with minimum of ten Southern California installations in use for a minimum of five years using resilient playground surfacing complying with this Section.**
4. Standards - The resilient surfacing must meet the requirements and recommendations of the applicable portions of the latest editions of standards by the American Society for Testing and Materials - ASTM - F355/86, and ANSI AC@ Head Form. The surfacing must also meet CPSC and ADA requirements.

216-1.1.2.2 Installing Contractor

1. **Installation by factory-trained staff is required and by a company specializing in the specified systems with five years documented experience.**
2. **Contractor must have a current California Contractor License C61 / D12 for synthetic surfaces.**

216-1.1.2.3 Factory Representative

1. **Systems manufacturer shall provide a factory representative for substrate review**

and field installation quality assurance as specified within these specifications.

216-1.1.3 Submittals

216-1.1.3.1 Provide All Submittals as Specified Below

1. Prior to preparing final submittals, meet with Landscape Architect to establish final colors and all other related operational considerations.

216-1.1.3.2 Resilient Playground Surface.

1. Submit complete list of proposed materials for resilient surface system. Include certification that all products used comply with current air pollution/VOC regulations required by the local jurisdictional authority.
2. System Rating: Provide certification of compliance with specified impact testing criteria.
3. Submit manufacturer's installation instructions.
4. Submit sample, 2 x 4 inches, illustrating color options and variation.

216-1.1.4 References

216-1.1.4.1 Organization and Trade Standards.

Standard Specifications for Public Works Construction, 2012 edition, with all local agency amendments (herein referred to as "Standard Specifications").

216-1.1.5 Operation And Maintenance Data

Submit cleaning and maintenance data.

Include procedures for stain removal, repairing surface, and cleaning.

216-1.1.6 Delivery, Storage, And Handling

1. Deliver products to site under provisions of the General Conditions.
2. Store and protect products under provisions of the General Conditions.
3. Store materials in a dry, secure area.
4. Maintain minimum temperature of 60 degrees F.

216-1.1.7 Environmental Requirements

1. Install surfacing systems in accordance with ambient environmental criteria required by manufacturer.
2. Restrict traffic from area where surfacing has been installed for a period of ten days after installation.

216-1.1.8 Warranty

Provide Warranty for five (5) years against all defects in materials and workmanship, including such defects as bubbling, delamination, peeling, loss of integrity, serious color fading, and poor UV stability. This Warranty does not include normal wear and tear and acts of vandalism.

216-1.1.9 Products

216-1.1.9.1 Manufacturer.

Manufacturer's product "PLAYBOUND" Impact Absorbing Playground Surfacing, or approved equal.

216-1.1.9.2 Type.

Seamless, polyurethane, seamless synthetic wearing course applied over shock-absorbent seamless cushion course.

216-1.1.9.3 Series.

PLAYBOUND poured in place resilient surfacing.

216-1.1.9.4 Color Wear Course Characteristics.

1. Thickness: Minimum cured thickness 1/2", as detailed.
2. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle.

216-1.1.9.5 Cushion Course Characteristics.

1. Thickness: 2" minimum cured thickness: See Plans for various thicknesses.
2. Mix Characteristics: Mix proportions to provide 100 percent coverage of each particle, with approximate mix ratio of 80 percent particles, 20 percent binder.

216-1.1.9.6 Materials

1. Playbound Poured-in-Place Primer: A single component moisture cured polyurethane primer.
2. Playbound Poured-in-Place Binder: An elastic polyurethane pre-polymer with minimal odor, excellent weathering and binding characteristics. Binder shall be 100% MDI based and contain 0% TDI monomers. NOTE: TDI is listed as a carcinogen with OSHA and the IARC. Special handling is required with more than .1% TDI
3. Playbound Poured-in-Place black SBR: Shall be recycled SBR rubber.
 - a. Shall be ground at ambient temperature.
 - b. Shall be ground into 3/8" shredded stands and contain less than 4% dust.
 - c. Shall be transported in suitable bags to protect from moisture.

4. Playbound Poured-in-Place EPDM rubber: Shall be stable.
 - a. Typical size: 1-3mm or 1-4mm (some colors also available in .5–1.5mm).
5. Playbound Poured-in-Place System
 - a. Shall have been tested for shock attenuation under ASTM F 1292 G-Max and HIC.
 - b. Shall be non-slip and porous.
 - c. Shall have Class B fire rating (Class A available as special order).
 - d. Shall have been tested for shock attenuation under ASTM F 1292 G-Max and HIC.

216-1.1.9.7 Technical Requirements

Shall have the following technical specifications:

A. THERMAL RESISTANCE: ASTM C 518-76	R=2.32
B. THERMAL CONDUCTIVITY: ASTM D257	K=0.75
C. ELECTRICAL CONDUCTIVITY: Slemans Meter	1.1x 10.4
D. COMPRESSION ENDURANCE: (10,000 cycles w/10 ton load)	No deterioration
E. FLASH POINTE:	Between 650°/800°F
F. FLAME SPREAD/SMOKE DENSITY:	Federal Spec LLL-T-43, Type II Class 1 Pass
G. FLAMMABILITY: (CST London 90609/1)	Greatest radius: 1" (25mm) Classified: Best Category of Flammability
H. ABRASION RESISTANCE: (ASTM D 1044)	0.3812 G Loss
I. SPIKE RESISTANCE:	According to Otto Graff Institute/Stuttgart approved for ¼" spike
J. FLEXIBILITY FACTOR: (ASTM F 147)	0-1
K. ACCELERATED WEATHERING: (2500 hours)	No change
L. DURABILITY:	Wear Index (g/1000 revolutions)

(CST London 90609/1)	Unaged: 1.64 Air aged: 2.40
M. WATER AGED:	1.61 UV aged: 1.92 Pass/approved
N. WATER PERMEABILITY: (DIN 18035 Part G)	1.7 ltr./sec./sq.meter (0.4 gal./sec./sq.yd.)
O. THERMAL STABILITY RANGE:	-50° C to 100° C (-58°F to 212°F)
P. FREEZE/THAW: (-50°C (58°F), 40 cycles)	No charge
Q. COEFFICIENT OF FRICTION: (ASTM D 2047-82)	1.0 dry 0.9 wet
R. SLIP RESISTANCE: (CST London, 90609/1)	65-70 units/approved
S. TENSILE, psi: (ASTM D 412)	200 psi (top surface)
T. ELONGATION:	173%
U. TEAR STRENGTH:	64 psi typical (base mat)

NOTE:

ASTM	American Standard for Testing Materials
DIN	Deutsche Industry Norm (German Industrial Standards)
CST	Center for Sports Technology (Member of the ISS-International Association for Sports Surface Sciences).

The values shown represent current production laboratory-taken tests which may vary slightly where field-tested.

1. Flame Spread: Class A Flame Spread rating per ASTM E 108.
2. Combustibility: Comply with ASTM D 2859 test method, with no specimens extending closer than one inch to edge of test frame.
3. Impact Resistance: Comply with ASTM F 1292-93, for fall heights as scheduled.
4. Slip Resistance: Maximum value of 0.90 wet, 1.0 dry, per ASTM D 2047 (James Machine), or approved equal.

216-1.1.9.8 Accessory Products.

Primers/Joint Detailing: Provide materials as recommended by manufacturer for application.

216-1.1.9.9 Texture and Color.

1. Color layer to match existing wear course. Color samples shall be submitted to the landscape architect for approval.
2. Texture: Uniform troweled texture, free of skips, ridges, or gaps.

PART 3 - CONSTRUCTION METHODS**300-1 CLEARING AND GRUBBING****300-1.3.2 Requirements.** [Add the following]:**(d) Miscellaneous**

In addition to the work outlined in subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item:

- (1) Mobilization/demobilization including multiple occurrences of mobilization/demobilization.
- (2) Clearing, removal, and disposal of debris generated from the work.
- (3) Hand removal and disposal of all vegetation, trees, tree roots, trash and other objectionable material from the affected portion of the project and areas adjoining thereto on a daily basis.
- (4) Protection of existing plant materials and fencing.
- (5) Preparation of a Stormwater Pollution Prevention Plan.
- (6) Sediment and erosion control implementation, Water Quality Best Management Practices and compliance with NPDES and State Construction Permit.
- (7) Protection and maintenance of existing improvements, including but not limited to fencing, storm drains, parking lot, sidewalks, utilities, and traffic controls within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (8) Maintain dust control at all times. Developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.
- (9) Daily clean up of work site. Daily litter removal. Daily street sweeping. Recycling of waste materials and provisions for refuse containers.
- (10) Preparation of a Traffic Control Plan and providing and maintaining traffic control and all signs, barricades and flashers necessary to maintain proper control and issuance of notices of access changes or parking space closures.

- (11) Notices to property owners, coordination with others and coordination with utility companies.
- (12) Surveying for establishment of line and grade (if any).
- (13) Submittal of a Parking Management plan that outlines a minimum of 75% of parking spaces to remaining available at all times during course of work.
- (14) Other items of work as directed in these Special Provisions.

300-1.4 Payment. [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall be paid for at the **LUMP SUM** contract price and no additional compensation will be allowed. Payment shall include full compensation furnishing all labor, materials, tools, equipment and doing all work involved in clearing and grubbing as specified. Payment shall be limited to not more than 50.0% per progress payment.

300-2 UNCLASSIFIED EXCAVATION

300-2.2 Unsuitable Material [Add Subsection 300-1.3.2(a). "Bituminous Pavement" as Subsection 3090-2.2.3 and amend as follows]:

The areas and quantities shown on the plans are given only for the Contractor's aid in planning the work and/or preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedence over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer. Spilled or loose blocks of pavement and pavement cracks wider than 3/8 inch will be deemed justification for extending or adding to the removal and replacement of asphalt or Portland cement concrete pavement.

The areas indicated for removal and replacement shall be excavated to the full depth of the proposed pavement section for asphalt concrete removal and replacement. Where directed by the Engineer, additional aggregate base and/or native soil shall be removed to correct a subsurface problem.

300-2.6 Surplus Material. [Add the following]:

All surplus material shall be disposed of in a legal manner at the expense of the Contractor.

300-2.9 Payment

Payment for all unclassified excavation or fill, saw cutting, hauling, and disposal shall be included in the unit price for the various items of related work and no additional compensation will be allowed therefore.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. [Add the following paragraph after the first paragraph]:

SP-33

Existing or new subgrade shall be compacted to 95% relative compaction in the top 12" of subgrade. Compaction requirements shall be as specified in Subsection 211-2.3 of the Standard Specifications.

301-2.4 Measurement and Payment. [Add the following]:

Payment for subgrade specifications shall be included in the unit price for the various items of related work and shall include full compensation for all labor, materials, equipment, and compaction for doing all work for setting the base.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, V-DITCHES, CROSS GUTTERS, WHEEL STOPS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. [Add the following paragraph]:

Construction of Portland Cement Concrete curb and gutter, rolled curb, cross gutter, sidewalk, driveway approach, driveways, tree wells, v-ditches, and access ramps shall be constructed in accordance with the Contract Documents as modified herein and shall include the removal and replacement of 12" wide by 12" deep by "length of work of PCC" of deep lift AC paving.

Contractor shall take note that there are a variety of concrete sidewalk finishes and colors at the various locations of the identified work. Contractor shall match the existing color, texture and finish of the concrete being replaced.

Sawcutting, excavation, grading, preparation of subgrade and installation of crushed aggregate base if necessary for the construction of these items shall be included in each corresponding bid item and no additional compensation will be made therefore.

All cement products shall be Type V.

Curing compound shall be Type II conforming to the provisions in Section 201-4, "Concrete Curing Compound," of the Specifications. Contractor shall exercise caution in using such curing compounds so as to avoid spraying any cars which may be parked adjacent to the work site.

Contractor shall match existing curb face height and gutter width.

The Contractor shall schedule his operations so that P.C.C. work shall be constructed within forty-eight (48) hours subsequent to removals at any given locations.

As soon as the concrete will allow, strip the forms and trowel smooth the curb face and top. Tool the edges of expansion joints with an approved 1/8 edging tool.

After curing, AC deeplift shall be placed per pave-out detail. Completed curb and gutter, curb, sidewalk, cross-gutter, v-ditches, and driveways shall be protected from damage until accepted.

Concrete curbs, walks, gutters, v-ditches, wheel stops, and driveways shall conform to the Standard Specifications as modified by OCPW Standard Plan 1803 and herein. Prior to acceptance of the curb and gutter constructed by the Contractor, a flow test shall be conducted by the Contractor in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303-5.7 of the Standard Specifications.

Access ramps shall be constructed in accordance with Caltrans Standard Plan RSP A88A or equivalent, monolithic pour of curb and gutter and ramp, including a back-of-walk retaining curb and sidewalk as directed and as needed, and including cast in place blue truncated dome panels by Armor-Tile.

Any irrigation system damages shall be repaired to City's satisfaction.

303-5.2 Forms.

303-5.2.1 Standard Forms. [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.
2. Install, align and level forms, stake and brace forms in place. Maintain following grade and alignment tolerances.
 - a) Top of Form: Maximum 1/8" in 10'-0".
 - b) Vertical Face: Maximum 1/4" in 10'-0".
3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

303-5.4 Joints.

303-5.4.1 General. [Add to the first paragraph]:

The surface sidewalks shall be marked into rectangles of not less than 12 square feet nor more than 20 square feet with a scoring tool which will leave the edges rounded or scored to match the adjoining sidewalk.

A monolithic pour of sidewalk and curb and gutter shall not be permitted except at the access ramp locations.

303-5.4.2 Expansion Joints. [Modify second paragraph as follows]:

The expansion joints consisting of pre-molded Expansion Joint Filler (Bituminous Fiber Type) ¼-inch thick, shall be installed on all curb, gutter, and sidewalk as specified below:

1. At beginnings and ends of all curb and sidewalk returns.
2. Adjacent to walls and buildings at locations where sidewalk is constructed over the full width between the curb and walls.
3. As an alternate to weakened plane joints.
4. At a maximum of twenty (20) feet spacing in the curb and gutter.
5. At any other location where required by the Engineer.

Provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks, and other fixed objects.

1. Locate expansion joints as indicated. When not indicated, provide joints at maximum 10'-0" on center for curbs and walks. Align joints in abutting curbs and walks.
2. Install joint fillers full-width and depth of joint. Recess top edge below finished where joint sealants are indicated.
3. Install joint fillers full-width and depth of joint. Provide top edge flush with adjacent finished surface.
4. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.
5. Where intersecting joints occur, joint top edge and continue any spliced joints without deviation of form line or direction.
6. Protect the top edge of the joint filler during concrete placement.

303-5.9 Measurement and Payment. [Amend paragraph with the following]:

The compensation for the removal of existing sidewalk, curb and gutter, local depression, ramps, driveway approach, driveway, cross-gutter, v-ditches, including removal of tree roots, protection of irrigation, and repair of irrigation damaged by the contractor, including saw-cutting to construct sidewalk, curb and gutter, curb, driveway approach, driveway, cross-gutter, v-ditch, and access ramp with blue truncated dome panels by Armor-Tile, the use of high early strength concrete and removal, protection, and reinstallation of bus bench and trash receptacle, if any, and the matching of concrete color, texture and finish shall be included in each corresponding bid item, and no additional compensation shall be allowed.

The price bid for Concrete Surfacing to include full payment for all materials, labor, equipment and incidentals to remove existing equipment and construct concrete improvements.

303-7.1 General

All excavation, backfill and other earthwork incidental to performance of the work shall conform to the requirements of "Earthwork" Section 300.

SECTION 310 - PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting of Play Equipment Frames. [add new subsection:]

310-5.6.1 General. [Add the following]:

1. Rough the frame surfaces to be painted with 180 grit sandpaper.
2. Clean frame surfaces with M.E.K. (Methyl Ethyl Ketone).
3. Liquid paint shall be catalyzed polyurethane. The catalyst shall be for outdoor use so that the paint will be U.V. stabilized.
4. Apply 2-coats per the polyurethane paint manufacturer's application instructions. Note: paint shall be applied with a spray gun. (Protect all surface areas and equipment not receiving desired paint application to prohibit overspray).

310-5.6.2 Measurement and Payment. [Replace with the following]:

Payment for preparation and painting of Tire Swing Structure shall be made of the contract **LUMP SUM** price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals; as specified in these Special Provisions and as directed by the Engineer, and no additional compensation will be allowed.

311-2 Measurement and Payment. [Add new paragraph]: Appendix C

Measurement and payment for all other items included in the attached Appendix C shall be per unit price as listed in the appropriate Bid Item. The unit price for each Bid item to include full payment for all materials, labor, equipment, and incidentals to remove, discard, replace, install, and construct each item complete and in place.

PART 4 EXISTING IMPROVEMENTS

SECTION 402 – UTILITIES

402-7 LOCATION. [Add the following section]:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities prior to commencing work. **Contractor agrees**

to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not. In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

In the event the Contractor damages an existing utility line, the Contractor shall restore damaged utilities within three (3) working days.

Pursuant to Government Code Section 4215, if any main or trunkline utility facilities that are not indicated in the drawings, plans or specifications and are determined by Contractor to be located on the site of any construction project that is a subject of the contract, the City shall assume the responsibility for timely removal, relocation, or protection of the existing main or trunkline utility facilities. The Contractor will be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve the City from identifying main or trunklines in the plans or specifications. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays which are responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or contract to pay the cost of removal or relocation of existing utility facilities. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the Contract Plans or Specifications, Contractor shall immediately notify the Engineer and utility in writing. The public utility, whether they are the owner, has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

Appendix A

Not Used

Appendix B – Applicable Standard Plans



RETAINING WALL

Submittal/Permitting Guidelines

Permits are required for all retaining walls greater than 48 inches in height measured from the bottom of the footing to the top of the wall. Retaining walls require compliance with the 2019 CBC, CRC, CEC, CGBS and the 2019 California Energy Code.

Submittal Requirements

Retaining walls are subject to the standard plan review procedures of approximately 10 business days. Plan check submittals for the initial plan check require three (1) electronic pdf set of scaled drawings with the following information included. **PLEASE NOTE:** If *all* items on this list are not with the plans at the time of submittal, the plans **may be rejected** by the Counter Technician as incomplete. Even If the plans are accepted by the Counter Technician, they **may still be rejected** by the Plan Checker as incomplete.

1. **Site Plan** – Show surface drainage, lot dimensions, setbacks to property lines, building dimensions, easements, existing structures.
2. **Details** – Indicate footing sizes, drainage, reinforcing steel, wall height, etc.
3. **Design Professional's Stamp** – Every page of each set of plans must be wet stamped and signed by the Design Professional prior to permit issuance. (Business and Professions Code Section 6735(a) - to view this code see: <http://www.leginfo.ca.gov/calaw.html> and check Business and Professions Code and click "Search").
4. **Engineer's Structural Calculations** – One (1) pdf electronic set attached to the plan set may be required to justify lateral analysis, horizontal torsional moments, stability against overturning, anchorage, distribution of uniform loads and concentrated loads.
5. **Soils Report** – One (1) pdf electronic set may be required. See attached matrix to determine if a soils report is required.

Fees for Retaining Wall Permits:

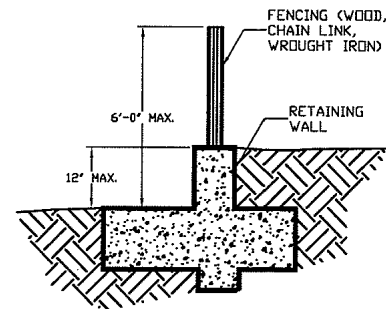
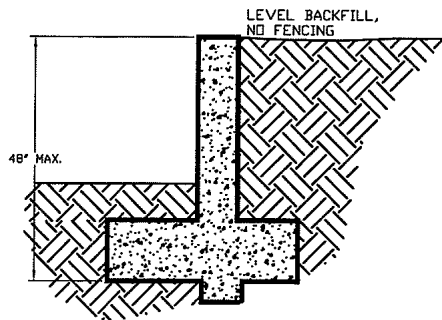
Retaining Wall Plan Check Fee	\$98.20 per 100sf
Retaining wall 3'-6' high (includes footing)	\$166.60 for up to 50lf + \$19.86 for each additional 50lf or portion thereof
Retaining wall 6'-10' (includes footing)	\$317.76 for up to 50lf + \$19.86 for each additional 50lf or portion thereof
Retaining wall 10' & higher (includes footing)	\$468.91 for up to 50lf + \$19.86 for each additional 50lf or portion thereof
Issuance Fee	\$88.27
SMIP Fee (Strong Motion Instrumentation and Seismic Hazard Mapping Fee)	\$0.00013 per \$1.00 of valuation with a minimum fee of \$0.50
State Title 24 Fee	\$1.00 per \$25,000 (or portion thereof) of valuation
State CASp Fee	\$4.00
Plans & Documents Fee	\$2.21 per page 11" x 17" or smaller & \$3.31 per page larger than 11" x 17"

If your project includes adding any electrical an Electrical Permit will also be required:

Fixtures Fee	\$18.76 per 100sf or \$18.76 per fixture
Issuance Fee	\$88.27
Plans & Documents	\$2.21
State CASp Fee	\$4.00

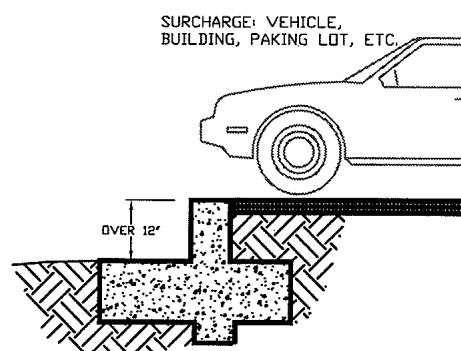
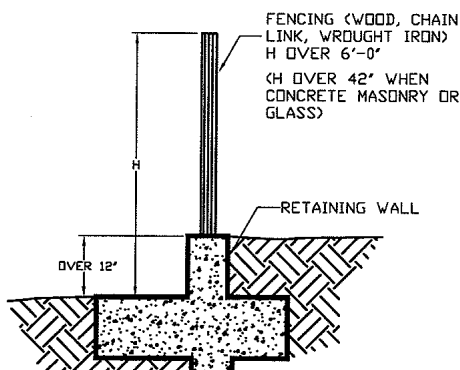
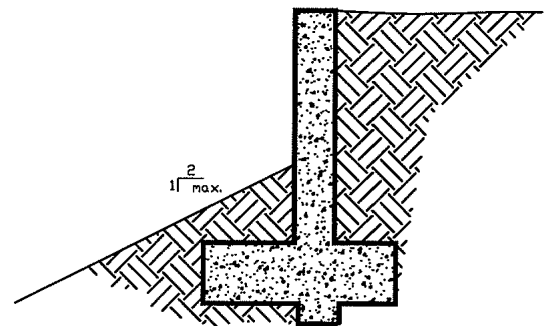
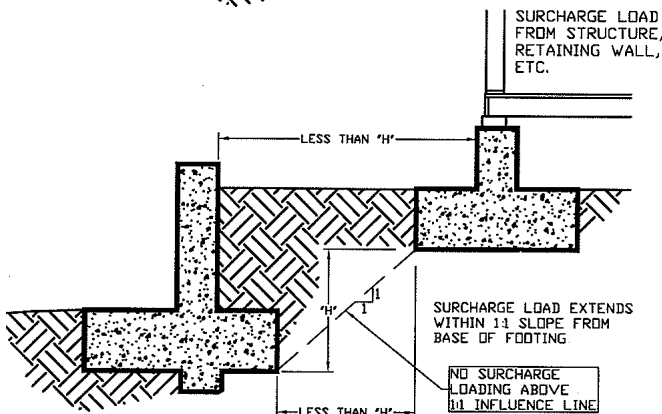
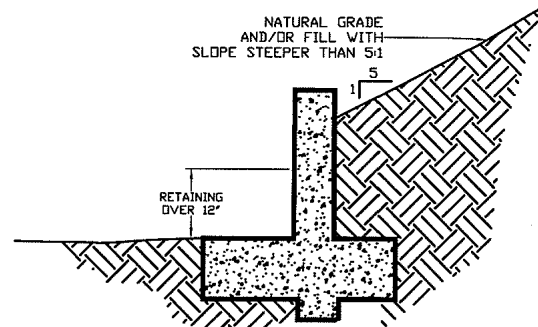
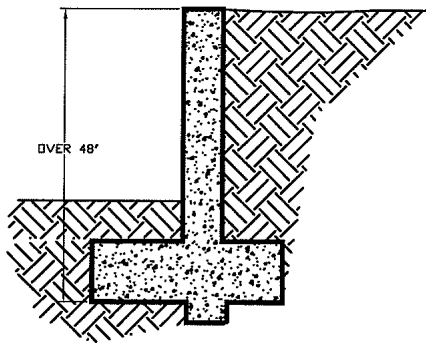
PERMITS ARE NOT REQUIRED FOR THE FOLLOWING CONDITIONS:

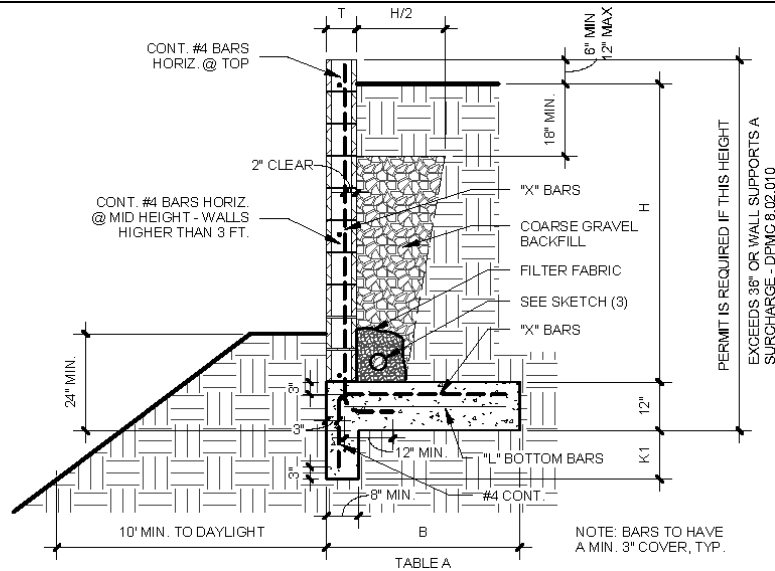
But-check with the Planning and Engineering Division prior to construction of any retaining wall to ensure that wall will not be built in a required setback or right-of-way.



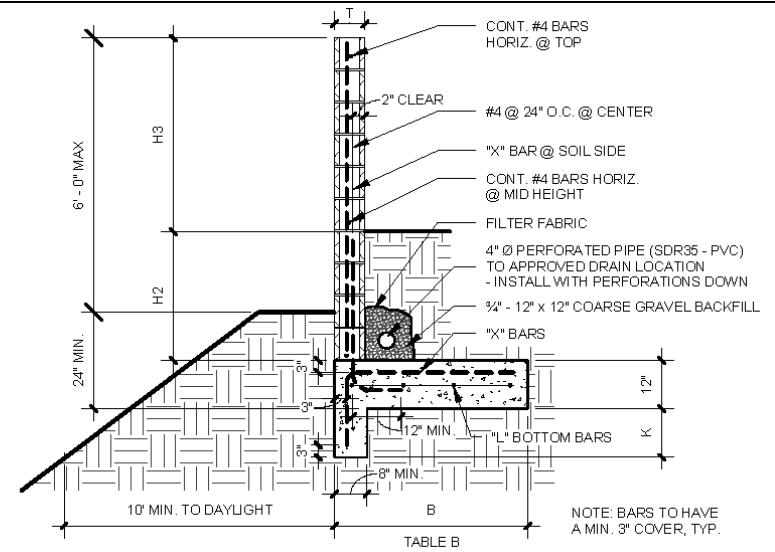
PERMITS ARE REQUIRED FOR THE FOLLOWING CONDITIONS:

ALL RETAINING WALL PLANS AND STRUCTURAL CALCULATIONS SUBMITTED FOR PERMITTING AND REVIEW SHALL BE SIGNED AND SEALED BY A CALIFORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER AND A SOILS REPORT MUST BE PROVIDED OR WALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD DETAILS.

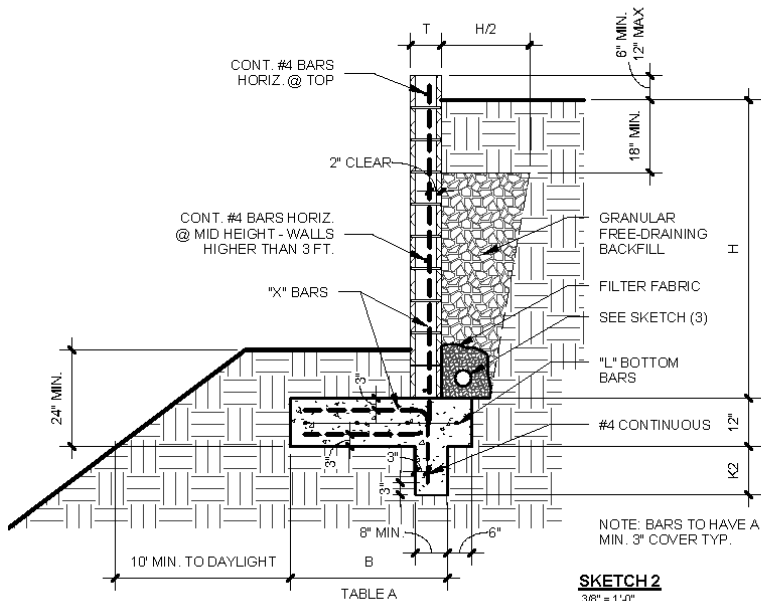




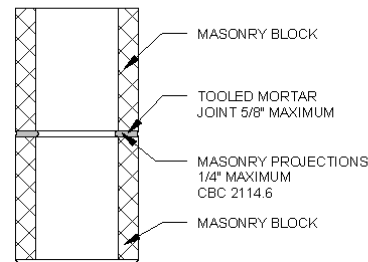
SKETCH 1
3/8" = 1'-0"



SKETCH 3
3/8" = 1'-0"



SKETCH 2
3/8" = 1'-0"



PRIOR TO GROUTING, THE GROUT SPACE SHALL BE CLEAN SO THAT ALL SPACES TO BE FILLED DO NOT CONTAIN MORTAR PROJECTIONS, MORTAR DROPPINGS, AND/OR OTHER FOREIGN MATERIALS. WALLS WITH EXCESS MORTAR DROPPINGS OR DEBRI WILL REQUIRE CLEANOUTS

MORTAR JOINT DETAIL
1 1/2" = 1'-0"

RETAINING WALL INFORMATION TABLE A						
H	B	T	X	L	K1	K2
>2' - 3'	3' - 0"	6"	#3 @ 24" O.C.	3 - #4	-	12"
>3' - 4'	3' - 8"	8"	#4 @ 24" O.C.	4 - #4	8"	18"
>4' - 5'	4' - 8"	8"	#5 @ 16" O.C.	4 - #5	12"	24"

SEE SKETCH (1) & (2)

FENCE / WALL INFORMATION TABLE B						
H3	H2	B	T	X	L	K
4' - 5'	1' - 2'	3' - 8"	8"	#4 @ 24" O.C. @ CL	4 - #4	-
3' - 4'	2' - 3'	4' - 0"	8"	#4 @ 16" O.C. @ CL	4 - #4	12"
2' - 3'	3' - 4'	4' - 6"	8"	#5 @ 16" O.C. @ CL	4 - #4	16"

SEE SKETCH (3)

VERTICAL BARS SHALL BE LAPPED 2 FEET WHERE NOT CONTINUOUS.
ALL HOOKS SHOWN SHALL BE STANDARD 90° HOOKS.
SOLID GROUT ALL CELLS FOR THE ENTIRE WALL
DESIGN BASED ON 60 PCF ACTIVE SOIL PRESSURE
2013 CALIFORNIA BUILDING CODE

INSTRUCTIONS:
HIGHLIGHT OR CIRCLE BOTH THE WALL SECTION TO BE USED AND THE WALL HEIGHT OF THE APPLICABLE TABLE.

NO SURCHARGE ALLOWED



CITY OF LAGUNA HILLS
BUILDING DEPARTMENT

Retaining Wall Standard
2019 CBC



City of Laguna Hills Matrix to Determine if a Soils Report and/or a Field Memo is Required

Project Type	Project Size	Design Soil Bearing Pressure ≤ 1500 psf for continuous and /or pad footing only	Foundation Clearance from Top of Slope per Figure 1808 .7.1	Both Soils Report & Field Memo Required	Field Memo Required Prior to Foundation Inspection	Neither Soils Report or Field Memo Required
New Building or Addition including attached Misc. Structures	≥ 1000 sqft	N/A	N/A	✓		
	from 401 to 1000 sqft	✓	✓		✓	
	≤ 400 sqft	✓	✓			✓
Detached Misc. Structures (Includes Patio Covers, decks, etc.)	> 400 sqft	>1,500 psf	✓	✓		
		✓	✓		✓	
		N/A	Closer than minimum required	✓		
	≤ 400 sqft	✓	✓			✓
Retaining Walls	≤ 6 ft	✓	✓		✓ (*)	
	> 6 ft	N/A	N/A	✓		
Two Story Additions	Any size			✓		

(*) Back fill 30 degree triangle with crushed rock; Perforated drain pipe provided at bottom of crushed rock fill; back fill is level and does not support any structures.

Variance or exceptions to these requirements will be reviewed and approved on a case by case basis by the Deputy Building Official or Building Official.

Appendix C – Project Plans

Project plans consist of detailed descriptions of work items as noted on the following pages.

Work Item #2: Replace Missing 16" x 16" Slate Veneer on Low Walls

Location: Various Locations Throughout the Site

Work Description:

- Remove existing grout and clean area to receive new grout.
- Purchase and install new slate veneer to match existing color, texture and finish. Cut as required to fit area of missing pieces.
- Use high strength grout to set veneer.
- Provide veneer sample for review and approval by the City.



Work Item #3: Replace Missing Stacked Stone Veneer on Walls

Location: Throughout the Entire Site

Work Description:

- Remove existing grout and clean area to receive new grout.
- Provide and install new stacked stone as necessary to fit area of existing missing stone.
- Use high strength grout to attach stone.
- Stone to be Rocky Mountain Quartzite.
- Stone to match existing stone. Submit sample for review and approval by the City.



Work Item #4: Remove / Replace Missing & Damaged Shade Panels in Bandstand Shelter

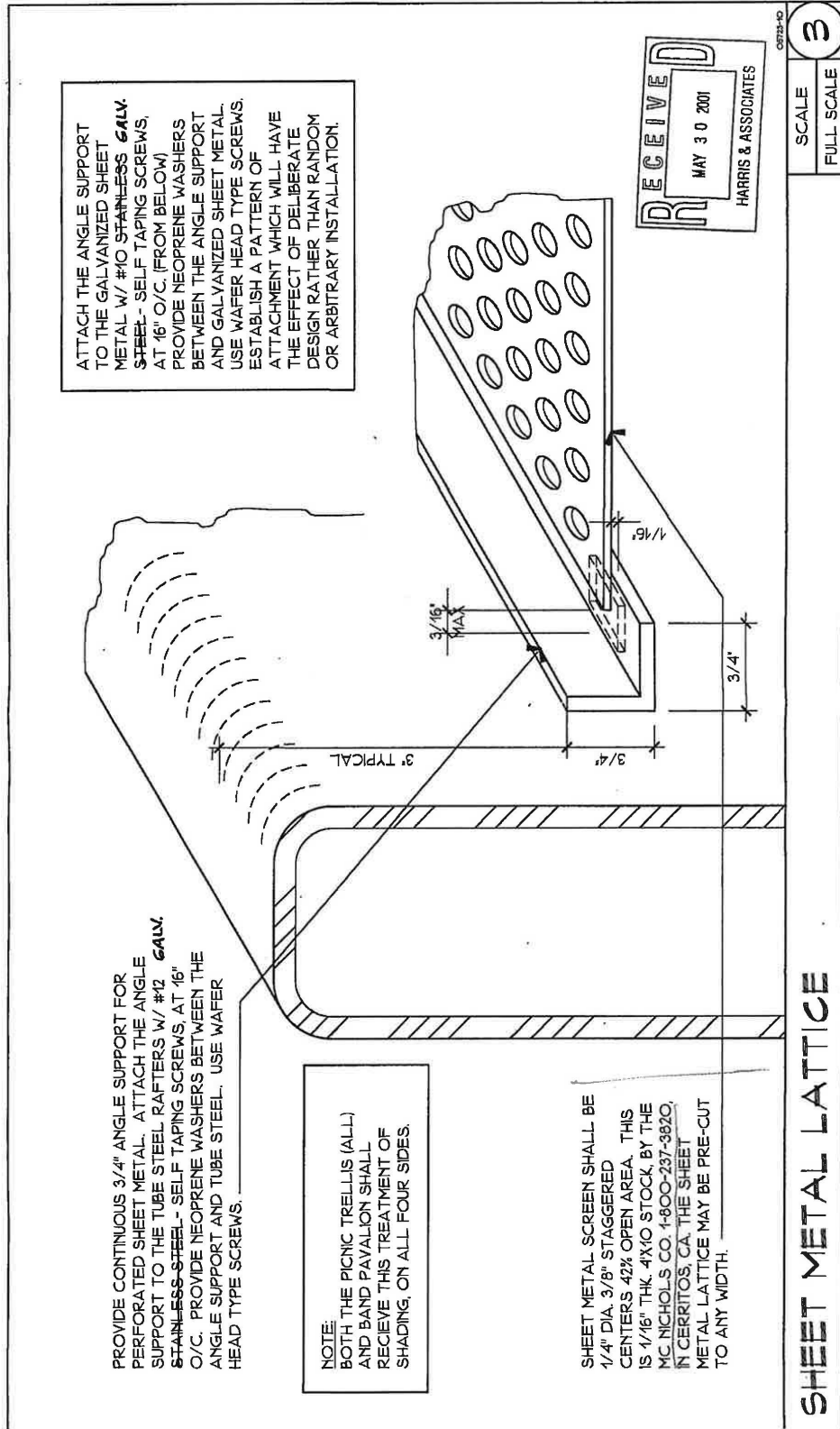
Location: Bandstand Shelter

Work Description:

- Remove damaged Shade Panels and framing to be replaced. Properly dispose off-site.
- Panel size and configuration varies. Field-verify panel sizes.
- Fabricate and install new Shade Panels as necessary to replace damaged panels.
- Panel framing and mesh shall match existing metal type and thickness.
- Color of Panels shall match existing.
- Panels shall receive (2) coats of exterior metal primer and (2) coats of exterior metal paint.
- Provide Shop Drawings for Panel construction / fabrication, connections, etc. for review and approval by the City.

Contact: McNichols Company
1-800-237-3820





Work Item #5: Remove / Replace Missing & Damaged Shade Panels in Picnic Shelter

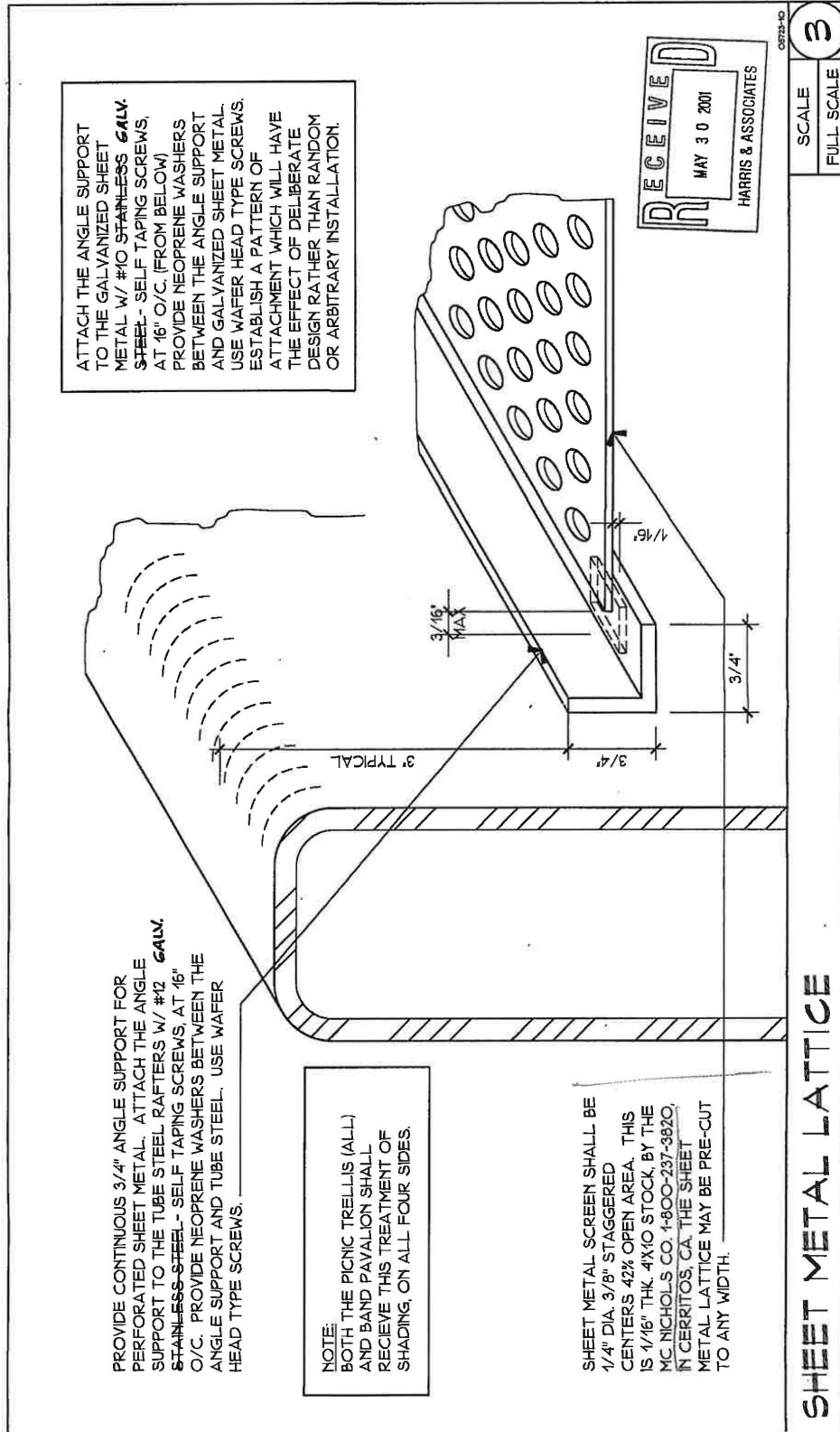
Location: Central Picnic Pavilion Shelter

Work Description:

- Remove damaged Shade Panels and framing to be replaced. Properly dispose-off site.
- Panel size and configuration varies. Field-verify panel sizes.
- Fabricate and install new Shade Panels as necessary to replace damaged panels.
- Panel framing and mesh shall match existing metal type and thickness.
- Color of Panels shall match existing.
- Panels shall receive (2) coats of exterior metal primer and (2) coats of exterior metal paint.
- Provide Shop Drawings for Panel construction / fabrication, connections, etc. for review and approval by the City.

Contact: McNichols Company
1-800-237-3820





Work Item #6: Remove / Replace (4) Decks on 5-12 Play Structure

Location: Upper Playground Area

Work Description:

- Remove and properly dispose of existing Decks off site.
- Purchase and install new Decks per manufacturer's recommendations.
- Provide submittal of Decks for review and approval by the City.

Replacement Decks to be:
Pipeline Model #91-10-63A

Available from:
Urban Site Solutions
Contact: Amy Minicelli
(760) 846-8506

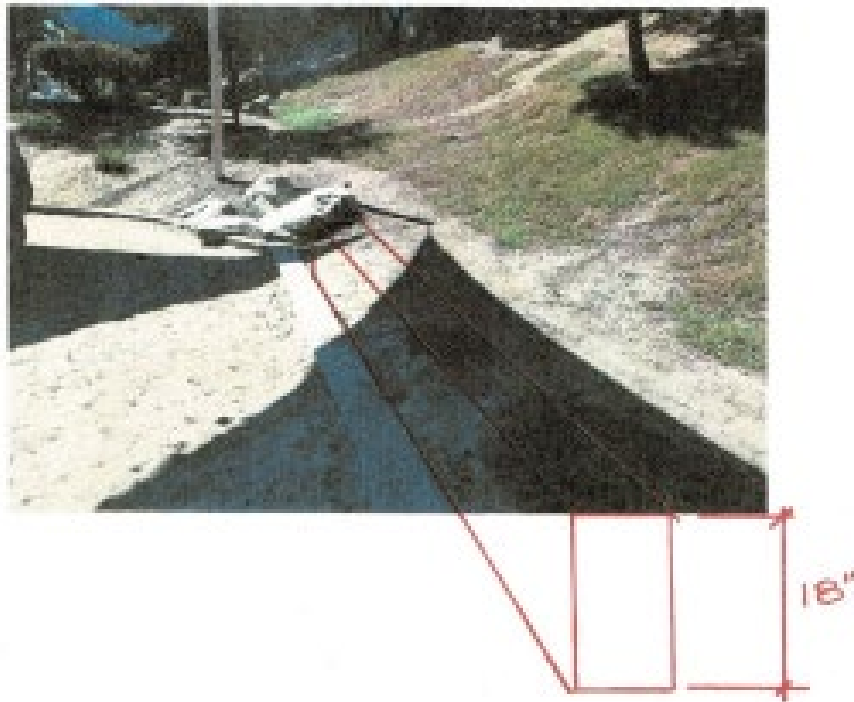


Work Item #7: Construct 18" High Stacked Stone Retaining Wall at Toe of Slope at Rear of 2-5 Playground

Location: 2-5 Playground Area

Work Description:

- Prepare and submit plans for Retaining Wall for City approval.
- Obtain City "no fee" building permit and provide plans as necessary to obtain permit.
- Grade area immediately behind 2-5 Playground for retaining wall footing.
- Construct 18" **exposed height** concrete block wall with 8" CMU block per attached standard plan.
- Face all surfaces with Stacked Stone fascia to match other walls in the immediate area.



Example Retaining Wall Located Nearby



Work Item #8: Remove / Replace Recycled Wood Components on Playground Jeep

Location: Upper Playground Area

Work Description:

- Remove and properly dispose of existing “Recycled Wood Components” off site.
- Purchase and install new “Recycled Wood Components” to identical dimensions and positions.

Replacement “Recycled Wood Components” to be:
Pipeline Model #295414

Available from:
Urban Site Solutions
Contact: Amy Minicelli
(760) 846-8506



Work Item #9: Remove / Replace Slippery Steps on Tot Lot Grade Climber

Location: Tot Lot Playground

Work Description:

- Remove and properly dispose of existing Climber Steps off site.
- Purchase and install new Grade Climber per manufacturer's recommendations.
- Color to match existing.
- Provide submittal of Grade Climber for review and approval by the City.

Replacement Decks to be:
Pipeline Model #1633-3

Available from:
Urban Site Solutions
Contact: Amy Minicelli
(760) 846-8506



Work Item #10: Remove / Replace Concrete Benches w/ Metal Benches**Location:** Central Picnic Pavilion Area**Work Description:**

- Remove and properly dispose of existing concrete benches off site.
- Purchase and install new benches per manufacturer's recommendations.
- Provide submittal of bench for review and approval by the City.
- Color of benches to be "Straw" color w/ Textured Straw frames.

Bench to be:

Wabash WIO116C – 8' Single Bench Winchester Series, Diamond Pattern, Surface mount with end and center armrests

Available from:

Dave Bang Associates, Inc.

P.O. Box 1088

Tustin, CA 92781

Contact: Alex Baron

(800) 669-2585 x 3111

Representation of Replacement Bench



Work Item #11: Remove / Replace Concrete Picnic Table w/ 8' Metal Table**Location:** Central Picnic Pavilion Area**Work Description:**

- Remove and properly dispose of existing Concrete Picnic Table off site.
- Purchase and install new Picnic Table. Install per manufacturer's recommendations.
- Provide submittal of Picnic Table for review and approval by the City.
- Color of Picnic Tables to be "Straw" color w/ Textured Black Frames.

Picnic Table to be:

Wabash # POD036C – 8' Picnic Table with 2 3/8" od frame, Portage Series, Diamond Pattern, Surface Mount.

Available from:

Dave Bang Associates, Inc.

P.O. Box 1088

Tustin, CA 92781

Contact: Alex Baron

(800) 669-2585 x 3111

Representation of Replacement Table



Work Item #12: Remove / Replace Concrete Picnic Table w/ ADA-Accessible 7' Metal Table

Location: Central Picnic Pavilion Area

Work Description:

- Remove and properly dispose of existing ADA-Accessible Concrete Picnic Table off site.
- Purchase and install new ADA-Accessible Picnic Table. Install per manufacturer's recommendations.
- Provide submittal of ADA-Accessible Picnic Table for review and approval by the City.
- Color of ADA-Accessible Picnic Tables to be "Straw" color w/ Textured Black Frames.

Picnic Table to be:

Wabash #CA2T56C – 7' ADA-Accessible Picnic Table with 2 3/8" od frame, Camden Series, Diamond Pattern, surface mount.

Available from:

Dave Bang Associates, Inc.
P.O. Box 1088
Tustin, CA 92781
Contact: Alex Baron
(800) 669-2585 x 3111



Work Item #13: Remove and Replace Resilient Surfacing on Upper Playground Swings

Location: Upper Playground Area

Work Description:

- City staff will mark removal limits in the field.
- Remove and properly dispose of damaged resilient surfacing off site.
- Purchase and install new resilient surfacing per manufacturer's recommendations.
- Blue color of resilient surfacing to match existing surfacing.



Work Item #14: Prepare / Paint Swings Post and Tire Swing Structure

Location: Upper Playground Area

Work Description:

- Sand down and prepare damaged surfaces of swings with metal primer.
- Prepare all swings frames for painting.
- Paint shall be an (2) coats of exterior metal paint.
- Color of all swing frames to closely match existing color.



Work Item #15: Remove / Replace Wood End-Screen & Chainlink Fabric with Specified Plastic Panel

Location: Little League Field – 1st & 3rd Base Dugouts

Work Description:

- Remove existing wood panels and chainlink fabric on existing frame at end of dugouts.
- Provide and install new 3/4" Starboard panel.
- See Detail #5 for more information.
- Color to be "Sandshade".
- Provide Shop Drawings of panel and attachment for review and approval by the City.

Starboard Panel and Cutting/Fabrication available from:
Paragon Plastics
1908 E. McFadden Avenue
Santa Ana, CA 92705
(888) 776-0000



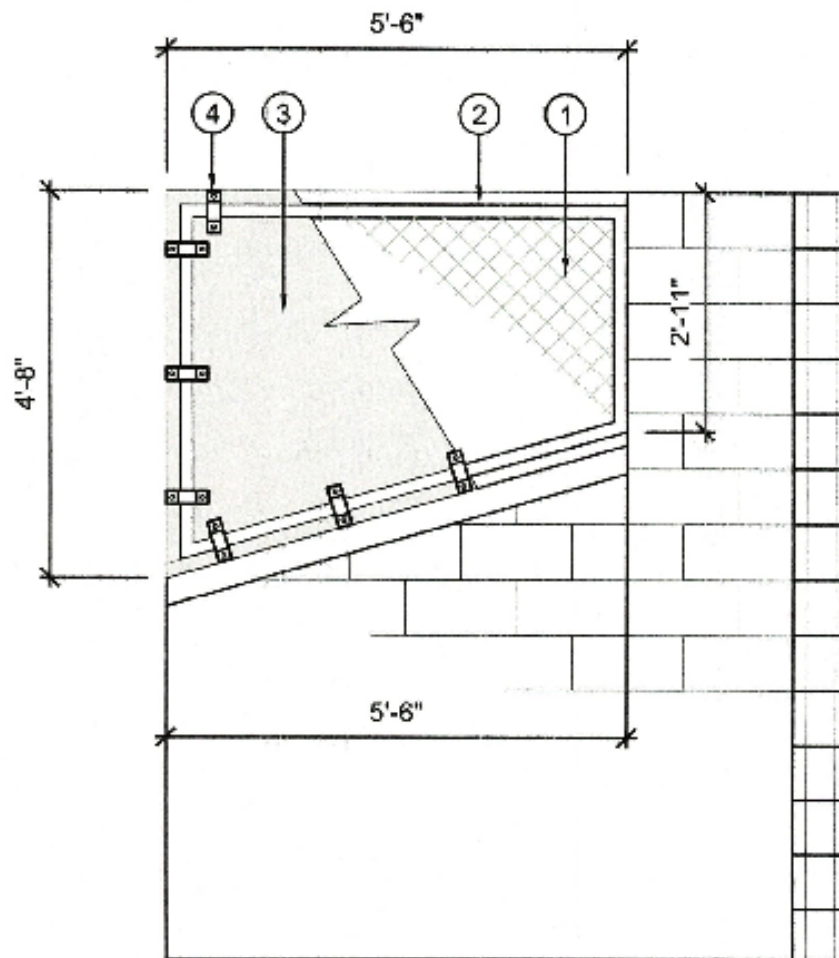
LEGEND

- ① REMOVE EXISTING CHAIN LINK FABRIC
- ② PROTECT-IN-PLACE EXISTING GALVANIZED PIPE FRAME
- ③ PROVIDE & INSTALL SOLID 3/4" THICK STAR BOARD PANEL
- ④ GALVANIZED STEEL BRACKETS @ 18" O.C.
- ⑤ PROTECT-IN-PLACE EXISTING BLOCK WALL

NEW PANEL TO BE:
3/4" THICK STAR BOARD

AVAILABLE FROM:
PARAGON PLASTICS
(888) 776-0000

DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING FOR CONSTRUCTION OF 3/4" THICK STAR BOARD PANEL, BRACKETS & FITTINGS FOR ATTACHING PANEL. USE TAMPER PROOF HARDWARE.



SCALE: N.T.S.

LHCC & SPORT COMPLEX
SITE IMPROVEMENTS

LITTLE LEAGUE 3rd BASE DUGOUT PANEL

DATE:
6/12/15

5

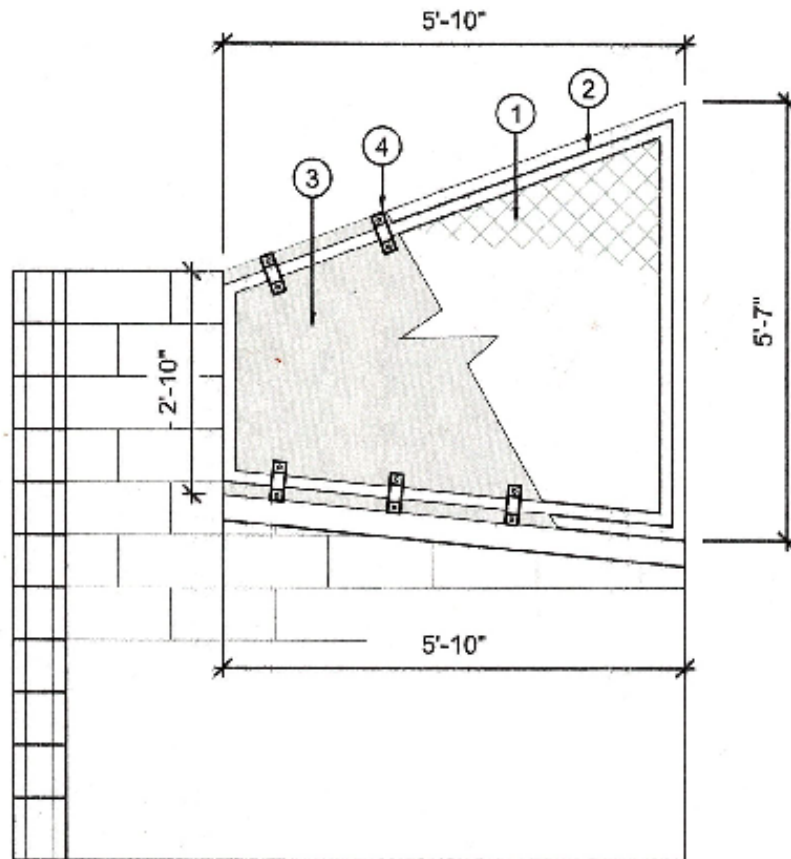
LEGEND

- ① REMOVE EXISTING CHAIN LINK FABRIC
- ② PROTECT-IN-PLACE EXISTING GALVANIZED PIPE FRAME
- ③ PROVIDE & INSTALL SOLID 3/4" THICK STAR BOARD PANEL
- ④ GALVANIZED STEEL BRACKETS @ 18" O.C.
- ⑤ PROTECT-IN-PLACE EXISTING BLOCK WALL

NEW PANEL TO BE:
3/4" THICK STAR BOARD

AVAILABLE FROM:
PARAGON PLASTICS
(888) 776-0000

DIMENSIONS ARE APPROXIMATE. THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING FOR CONSTRUCTION OF 3/4" THICK STAR BOARD PANEL, BRACKETS & FITTINGS FOR ATTACHING PANEL. USE TAMPER PROOF HARDWARE.



SCALE: N.T.S.

LHCC & SPORT COMPLEX
SITE IMPROVEMENTS

LITTLE LEAGUE 1st BASE DUGOUT PANEL

DATE:
6/12/15

6

Work Item #16: Remove / Replace PCC Concrete surfacing at Skate Park Bowl

Location: Skate Park Bowl

Work Description:

- Remove / Replace damaged PCC Concrete surfacing (minimum of 8" depth or full depth, whichever is less) in-kind including steel reinforcement. Texture and color to match existing.
- Perform exploratory work within the proposed replacement area to determine existing PCC Concrete thickness and reinforcement.
- Provide Shop Drawings, including surfacing depth and steel reinforcement, for review and approval by the City.
- Secure exploratory work areas as directed by the City prior to replacement work.



Work Item #17: Remove Hockey Rink Perimeter Netting and Install New Chain Link Fabric

Location: Hockey Rink

Work Description:

- Remove and legally dispose of Hockey Rink Perimeter Fence Fabric.
- Purchase and install new Chain Link Fabric on existing poles and frames.
- Chain Link Fabric shall be rolls with full height of 10'-0", 2" mesh, 9-gauge (0.148") steel wire, kneeled salvage top and bottom, to create smooth edges. Finish: Hot Dip Galvanized, ASTM A392, Class, 1.2 ounces zinc per square foot of surface. Coated after fabric fabrication.
- Work item shall include all chainlink fabric replacement and frame repairs/replacements.



Work Item #18: Remove / Replace Shade Fabric on Backstop Roof

Location: Little League Field Dugouts (2 locations)

Work Description:

- Remove and properly dispose of existing dugout shade fabric off site.
- Provide and install new dugout 86% shade mesh cloth, with weight of 10.32 oz/sq. yd.
- Provide submittals of shade cloth and attachment hardware for review and approval by the City.

Shade Cloth to be:

Thoroweave 990 Super Mesh 100% Polyethylene material, Green in color

Available from:

Steve@asgardweb.com



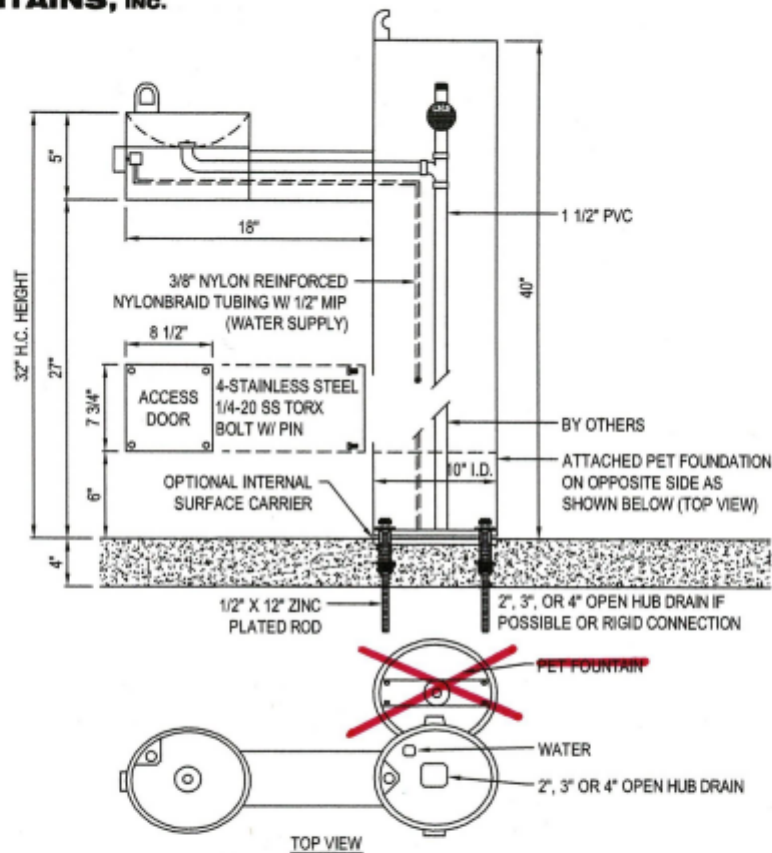
Work Item #19: Remove / Replace ADA Drinking Fountain**Location:** (3) Locations**Work Description:**

- Remove and properly dispose of existing drinking fountain off site.
- Clean / clear existing drainline.
- Provide and install new drinking fountain.
- New drinking fountain to be Model 440SM as shown on next page.
- Provide drinking fountain submittal for review and approval by the City.



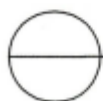


MOST DEPENDABLE FOUNTAINS, INC.
5705 COMMANDER DR. P.O. BOX 587
ARLINGTON, TN 38002-0587
PHONE: (901) 867-0039
www.mostdependable.com



NOTES:

1. MEETS ADA REGULATIONS.
2. OPTIONAL STAINLESS STEEL SURFACE CARRIER RECOMMENDED.
3. SHOWN WITH OPTIONAL 10 STAINLESS STEEL SURFACE CARRIER, ATTACHED PET FOUNTAIN.
4. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
5. DO NOT SCALE DRAWING.
6. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
7. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
8. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3354-1.51.



MODEL 440 SM

SHOWN W/ OPTIONAL SS SURFACE CARRIER, PF



3354-1.51

PROTECTED BY COPYRIGHT ©2016 CADDETAILS.COM LTD.

REVISION DATE 07/20/2016

CADdetails.com

Work Item #20: Sand & Finish Teak Seating around 5-12 Playground Structure

Location: 5-12 Playground Area

Work Description:

- Sand and prepare teak wood seating for refinishing, sanding in the direction of the wood grain.
- Thoroughly wipe down and clean wood.
- Apply two coats of Miniwax Helmsman Teak Oil, Natural Color Semi-transparent Stain according to manufacturer instructions.



Work Item #21: Repair Concrete Playground Information Sign Stand**Location:** 5-12 Playground Area**Work Description:**

- Repair is limited to the irregular-shaped “stand” in the lower left of the sign assembly.
- Repair stand to match undamaged stand on the other playground sign.
- Paint repaired stand to match the other playground sign.

Photo of Desired Outcome

Work Item #22: Remove / Replace Concrete Bollard Light

Location: Community Center East Entrance

Work Description:

- Remove existing bollard light and properly dispose off site.
- Purchase & install new concrete bollard and reconnect electrical.
- Provide safety / security as necessary to the Public during demolition and construction.
- Provide submittal of bollard for review and approval by the City.
- Obtain City electrical permit at “no fee” and provide plans as necessary to obtain permit.

Concrete Bollard to be:

Quick Crete Products

Model # QR-1BLB

Color & Finish to match existing Bollards

Available from:

Quick Crete Products

P.O. Box 639

731 Parkridge Avenue

Norco, CA 92860

Contact: Brian Gotz

(714) 309-6564



Appendix D – Building Permit Application

The City requires applications for Building Permits, including electrical permits, to be submitted online:

<https://lagunahillsca.gov/173/BuildingSafety-Division>

Permits will be issued “no fee” by the City of Laguna Hills.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Irwin Bornstein
Interim Finance Director

ISSUE: M2 Expenditure Report to the Orange County Transportation Authority
for the Fiscal Year Ended June 30, 2022

RECOMMENDATION: That the City Council: 1) Approve the M2 Expenditure Report for the fiscal year ended June 30, 2022, for submittal to the Orange County Transportation Authority; and 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the Measure M2 (M2) Expenditure Report for the City of Laguna Hills for the fiscal year ended June 30, 2022."

SUMMARY:

With the passage of Renewed Measure M (M2), local agencies must demonstrate eligibility and follow financial safeguard requirements in order for local jurisdictions to receive M2 fair share and competitive program funds. The Orange County Transportation Authority's (OCTA) Ordinance No. 3 (M2 Ordinance) identifies the eligibility and safeguard requirements that must be met. One requirement under the M2 Ordinance is that each local agency must adopt and provide an expenditure report (in the form provided by OCTA) to OCTA each year within six months of the end of the local jurisdiction's fiscal year to account for M2 funds. The City Council is requested to review and approve the attached Measure M2 Expenditure Report for the fiscal year ended June 30, 2022, and adopt the attached Resolution for submittal to OCTA, as required by Measure M2 Local Transportation Authority Ordinance No. 3.

M2 Expenditure Report FY 2021/2022

December 13, 2022

Page 2

BACKGROUND:

On November 7, 2006, Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. This renewal plan is designated as Measure M2 and provides funding for 30 years to relieve traffic congestion. As part of Measure M2, taxpayer safeguards and audits are provided to ensure appropriate use of funds.

One safeguard requirement under the M2 Ordinance is for each local agency to adopt and provide an annual expenditure report to OCTA each year in the template form provided by OCTA. This expenditure report is a detailed financial report used to track financial activity to account for M2 funds, developer/traffic impact fees, and funds expended by the jurisdiction to satisfy Maintenance of Effort (MOE) requirements. The report includes all M2 net revenue, fund balances and interest earned, and will identify expenditure by activity type and funding source.

The report is required six months after each jurisdiction's fiscal year end and must be adopted by Resolution before submittal to OCTA. The attached M2 Expenditure Report demonstrates the City is in compliance with the requirements of M2.

FISCAL IMPACT:

Over the past five years, Measure M2 has provided between \$720,000 and \$850,000 of annual revenues to the City for street maintenance and other purposes. Failure to submit the M2 Annual Expenditure Report could suspend or delay M2 funding.

ATTACHMENTS:

- FY 2021/2022 M2 Expenditure Report
- Proposed Resolution M2 Expenditure Report FY 2021/2022

M2 Expenditure Report

Fiscal Year Ended June 30, 2022

Beginning and Ending Balances

Description		Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Environmental Mitigation	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q	Local Fair Share	4	\$ -	\$ -
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 113,312	\$ -
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ 165	\$ -
Balances at Beginning of Fiscal Year		13	\$ 113,476	\$ -
	Monies Made Available During Fiscal Year	14	\$ 980,437	\$ 1,379
Total Monies Available (Sum Lines 13 & 14)		15	\$ 1,093,914	\$ 1,379
	Expenditures During Fiscal Year	16	\$ 737,574	\$ 1,379
Balances at End of Fiscal Year				
A-M	Freeway Environmental Mitigation	17	\$ -	\$ -
O	Regional Capacity Program (RCP)	18	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q	Local Fair Share	20	\$ -	\$ -
R	High Frequency Metrolink Service	21	\$ -	\$ -
S	Transit Extensions to Metrolink	22	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 154,526	\$ -
V	Community Based Transit/Circulators	25	\$ -	\$ -
W	Safe Transit Stops	26	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	27	\$ 200,000	\$ -
	Other*	28	\$ 1,813	\$ -

* Orange County TDA Backfill

Attachment: FY 2021/2022 M2 Expenditure Report (3027 : M2 Expenditure Report FY 2021/2022)

M2 Expenditure Report

Fiscal Year Ended June 30, 2022

Sources and Uses

Description		Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q	Local Fair Share	4	\$ 731,430	\$ 929
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 47,358	\$ 450
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ 200,000	\$ -
	Other*	12	\$ 1,648	\$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	\$ 980,437	\$ 1,379
Expenditures:				
A-M	Freeway Projects	14	\$ -	\$ -
O	Regional Capacity Program (RCP)	15	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q	Local Fair Share	17	\$ 731,430	\$ 929
R	High Frequency Metrolink Service	18	\$ -	\$ -
S	Transit Extensions to Metrolink	19	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 6,144	\$ 450
V	Community Based Transit/Circulators	22	\$ -	\$ -
W	Safe Transit Stops	23	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
	Other	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	\$ 737,574	\$ 1,379
TOTAL BALANCE (Subtract line 26 from 13)		27	\$ 242,863	\$ -

* Orange County TDA Backfill

Attachment: FY 2021/2022 M2 Expenditure Report (3027 : M2 Expenditure Report FY 2021/2022)

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE ²	+Developer / Impact Fees	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ³	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead ¹	1	\$ 150,582	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,144	\$ 450	\$ -	\$ 157,176
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction (CIP 517)	3	\$ 2,633	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,633
Signals, Safety Devices, & Street Lights (CIP 168)	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains (CIP 403, CIP 410 + CIP 412)	6	\$ 223,627	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223,627
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction	8	\$ 226,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 226,260
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ 226,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 226,260
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ 721,214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 721,214
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 211,190	\$ -			\$ -	\$ -	\$ 731,430	\$ 929	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 943,550
Total Maintenance ¹	16	\$ 932,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 731,430	\$ 929	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,664,764
Other	17	\$ 294,819	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,727,851	\$ 3,022,670
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,604,065	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 731,430	\$ 929	\$ -	\$ -	\$ 6,144	\$ 450	\$ 2,727,851	\$ 5,070,870
Interim Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be “counted” in local jurisdictions’ calculation of MOE if the activity is supported (funded) by a local jurisdictions’ discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its “Guidelines Relating to Gas Tax Expenditures for Cities and Counties”. I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Interim Finance Director initial: _____													

¹ Includes direct charges for staff time
² Local funds used to satisfy maintenance of effort (MOE) requirements
³ Other M2 includes A-M, R,S,T,U,V, and W
+ Transportation related only
* Gas Tax& SB1 RMRA & Grants and Contrib

Legend	
Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

Attachment: FY 2021/2022 M2 Expenditure Report (3027 : M2 Expenditure Report FY 2021/2022)

M2 Expenditure Report
Fiscal Year Ended June 30, 2022
Local Fair Share Project List

[illegible]

Attachment: FY 2021/2022 M2 Expenditure Report (3027 : M2 Expenditure Report FY 2021/2022)

M2 Expenditure Report

Fiscal Year Ended June 30, 2022

I hereby certify that:

- ☐ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☐ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☐ The City of Laguna Hills is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☐ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☐ The City of Laguna Hills has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to one of the maintenance of effort requirements below¹⁰:
 - A) The City met the existing FY 2021-22 MOE benchmark dollar amount.
 - B) The City met a proportional MOE benchmark amount of FY 2021-22 General Funds Revenues that is at least equal to the percent listed in column C of Exhibit 2 in the M2 Eligibility Guidelines.¹³

Irwin Bornstein

Interim Finance Director (Print Name)

Date

Signature

¹³ An Actual General Fund Revenue excerpt from a jurisdiction's Annual Comprehensive Finance Report (ACFR) must be provided as backup documentation.

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONCERNING THE MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEAR ENDED JUNE 30, 2022

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

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue, fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY INFORM OCTA THAT:

- A. The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.
- B. The M2 Expenditure Report is hereby adopted by the City of Laguna Hills.
- C. The City of Laguna Hills' Finance Director is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2022.

PASSED, APPROVED, AND ADOPTED THIS 13th day of December 2022.

_____, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Attachment: Proposed Resolution M2 Expenditure Report FY 2021/2022 (3027 : M2 Expenditure Report FY 2021/2022)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022
TO: Mayor and Council Members
FROM: Irwin Bornstein
Interim Finance Director
ISSUE: Treasurer's Investment Report for September 2022

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

SUMMARY:

The Treasurer's Investment Report for the month of September 2022 is submitted herewith. Previously, quarterly treasurer's reports were submitted off-agenda to City Council members to meet the legal requirement that such reports be transmitted to the members of the governing body within 30 days of quarter-end. The quarterly treasurer's reports were then summarized within quarterly financial reports presented to the City Council on regular City Council meeting agendas. Beginning with this September 2022 report, staff now plans to prepare treasurer's reports monthly rather than quarterly, and to utilize a more summarized format to facilitate the more frequent reporting cycle. The monthly reports will still be transmitted off-agenda to City Council members in an effort to deliver them within 30 days following month-end, and they will also now be included on City Council meeting agendas.

The City's total portfolio as of September 30, 2022, was \$21,559,391. The portion of the total portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$19,287,797. Fiscal and custodial agents managed an additional \$2,271,593, utilizing demand deposits, money market fund and LAIF investments.

Treasurer's Report for September 2022

December 13, 2022

Page 2

Interest income for the month of September was \$44,692. FY 2022/2023 year-to-date interest earnings of \$48,603 are 49% of the annual budget of \$100,000. The unrealized loss on the portfolio as of September 30 was \$231,530, based on market value information provided by LAIF. This is the result of the rising interest rate environment. However, by law the City is guaranteed to receive the full book value of all LAIF deposits at the time of withdrawal.

The average yield on the City's total portfolio for the month of September was 1.28%, compared to the LAIF average monthly yield of 1.51%, the average three-month bank CD rate of 3.21%. and US Treasury bill rates of 3.29%, 3.95%, and 4.03% for three-month, six-month and one-year maturities, respectively. The Treasurer's strategy for the past quarter has been to maximize liquidity and not invest in any new fixed maturity instruments, given the rising interest rate environment. Additional investments in same-day CalTrust and LAIF instruments are anticipated in the coming months as a means of increasing the overall return on the overall portfolio. Cash and investment balances in total decreased during September by \$972,710, from \$22,532,101 to \$21,559,391, and are not expected to increase in any significant degree until December, when substantial property tax receipts for FY 2022/2023 begin to occur.

ATTACHMENTS:

- Treasurer's Investment Report - September 2022

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

Type of Investment	Market Value	Book Value	% of Portfolio	Maximum Policy Limit	Weighted Average Remaining Life Days	Yield to Maturity for Month (Annualized)
<u>Cash, Deposits and Investments Managed by City Treasurer:</u>						
Cash on Hand	\$ 10,620	\$ 10,620	0%		-	-
Demand Deposits ^a	5,841,101	5,841,101	30%		1	0.35%
Certificates of Deposit	70,502	70,502	0%	50%	40	5.12%
State Local Agency Investment Fund (LAIF)	11,802,864	12,034,395	62%	75%	1 ^b	1.51%
Investment Trust of California (CalTRUST)	1,331,180	1,331,180	7%	75%	1 ^b	2.31%
	19,056,267	19,287,797	100%			1.23%
<u>Deposits and Investments With Fiscal and Custodial Agents:</u>						
Demand Deposits	481,739	481,739			1	0.02%
Government Money Market Fund	1,399,470	1,399,470			1	2.30%
State Local Agency Investment Fund (LAIF)	390,384	390,384				1.51%
	2,271,593	2,271,593				1.68%
Totals	\$ 21,327,860	\$ 21,559,391				1.28%

Interest Earnings

For the month of September 2022	\$ 44,692 ^c
FY 2022-23 to Date	48,603
FY 2022-23 Budget	100,000
Unrealized Gain/(Loss) as of September 30, 2022	(231,530)

Investment Transactions For the month of September 2022

- Investments Managed by the City Treasurer -

	Date	Deposits	Withdrawals	Balance
State Local Agency Investment Fund (LAIF):				
Balance at August 31, 2022				\$ 12,034,395
-- No Transactions for September --				
Balance at September 30, 2022				<u>\$ 12,034,395</u>
Investment Trust of California (CalTRUST)				
Balance at August 31, 2022				\$ 1,328,714
Dividend Reinvestment	9/30/2022	2,467		2,467
Balance at September 30, 2022				<u>\$ 1,331,180</u>

City Portfolio	Comparative Yields				
Average Weighted Yield	LAIF	3-Month CD	3-Month T-Bill	6-Month T-Bill	1-Year T-Bill
1.28%	1.51%	3.21%	3.29%	3.95%	4.03%

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on December 14, 2022. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.



Irwin B. Bornstein
Interim Finance Director/Deputy City Treasurer

Cash Receipts and Disbursements by Fund

Fund	Balance 9/1/2022	Receipts	Disbursements	Balance 9/30/2022
General	\$ 11,214,873	\$ 1,330,776	\$ 2,556,112	\$ 9,989,538
MGP Development Application - VALH Project	(75)	-	-	(75)
Gas Tax	242,530	76,181	-	318,711
SB1 RMRA	-	57,436	-	57,436
Measure M	(99,327)	143,914	47,434	(2,847)
AB 2766	216,777	10,220	-	226,997
Senior Mobility Program	169,106	9,318	538	177,887
CARITS	1,276,481	-	-	1,276,481
Beverage Recycling	8,549	-	-	8,549
CR&R Recycling Fee	189,069	-	-	189,069
C&D Forfeited Deposits	10,079	-	11,814	(1,736)
SB 1383 Grant	44,872	-	-	44,872
Quimby Act Park In Lieu Fee - VALH	2,000,000	-	-	2,000,000
CASp	26,798	-	-	26,798
Water Conservation	343,539	-	-	343,539
Grants and Contributions	(140,237)	3,025	-	(137,212)
Public Art	192,180	-	-	192,180
Public Art - VALH MGP	350,000	-	-	350,000
CARES Act Assistance - State	413	-	-	413
American Rescue Plan Act	3,732,689	-	-	3,732,689
Liability Self-Insurance	107,455	-	3,424	104,031
Parks Equipment Maintenance	365,700	-	-	365,700
Sports Complex Equipment Maintenance	120,000	-	-	120,000
Community Center Equipment Maintenance	120,000	-	-	120,000
Storm Drain/Slope Repair Reserve	31,771	-	-	31,771
Capital Improvement Project	(3,384)	3,384	-	0
Debt Service	1,788,585	4,653	3,384	1,789,854
Business Type - City Hall	223,656	134,965	123,875	234,746
TOTALS	\$ 22,532,101	\$ 1,773,871	\$ 2,746,581	\$ 21,559,391

Deposits and Investments Detail

	Market Value	Book Value	Purchase Date	Maturity Date	Remaining Life Days	Yield
<u>Deposits and Investments Managed by City Treasurer:</u>						
Demand Deposits ^a						
Bank of the West - Account ending 0838	\$ 3,090,111	\$ 3,090,111			1	0.35%
Union Bank - Account ending 1077	3,506,071	3,506,071			1	not avail.
Less: Net Reconciling Items	(755,081)	(755,081)				
Total Demand Deposits	\$ 5,841,101	\$ 5,841,101			1	0.35%
Multiple Maturity Certificates of Deposit						
Bank of America - Account ending 0905	\$ 20,000	\$ 20,000	4/16/2022	10/16/2022	16	5.12%
Bank of America - Account ending 1155	50,502	50,502	5/19/2022	11/18/2022	49	5.12%
Total Certificates of Deposit	\$ 70,502	\$ 70,502			40	5.12%
State Local Agency Investment Fund (LAIF)						
Account ending 407	\$ 11,802,864	\$ 12,034,395			1 ^b	1.51%
Investment Trust of California (CalTRUST)						
BlackRock FedFund (TFDXX) - Account ending 273-10	\$ 1,331,180	\$ 1,331,180			1 ^b	2.31%
<u>Deposits and Investments With Fiscal and Custodial Agents:</u>						
Bank of New York Mellon Trust Company - Fiscal Agent:						
2010 Lease Payment Fund:						
JP Morgan US Treasury Plus Premier #3920	\$ 1,398,202	\$ 1,398,202	2/18/2010	On Demand	1	2.30%
2010 Reserve Fund:						
State Local Agency Investment Fund (LAIF)						
Account ending 056 ^d	390,384	390,384	1/26/2010	Restricted		1.51%
JP Morgan US Treasury Plus Premier #3920	1,269	1,269		On Demand	1	2.30%
	1,789,854	1,789,854				
Demand Deposits with Custodial Agents:						
Essex Realty Management Inc. - Custodial Agent ^e :						
Community Center Building Management						
Pacific Western Bank - Account ending 2974	221,389	221,389	On Demand	On Demand	1	-
Civic Center Leasing Operations						
Union Bank - Account ending 3422	82,012	82,012	On Demand	On Demand	1	-
Union Bank - Money Market Account ending 6762	152,734	152,734	On Demand	On Demand	1	0.05%
WEX Health Inc. - Custodial Agent ^f :						
Flexible Spending Account	25,604	25,604	On Demand	On Demand	1	-
	481,739	481,739				0.02%
	\$ 2,271,593	\$ 2,271,593				

FOOTNOTES TO THE TREASURER'S INVESTMENT REPORT – SEPTEMBER 2022

^a Represents total bank balances of \$6,596,182, less a net total amount of reconciling items (primarily, deposits in transit and outstanding checks) of \$ - \$756,152.86.

^b Remaining life days is noted in this report as one day for both the State Local Agency Investment Fund (LAIF) and the Investment Trust of California (CalTRUST), because the funds can be withdrawn within one day's notice without penalty from both of these investment vehicles. The weighted average maturity for the investments within these funds as of September 30, 2022 is as follows:

State Local Agency Investment Fund (LAIF)	304 days
Investment Trust of California (CalTRUST): BlackRock FedFund (TFDXX)	17 days

^c Includes accrued LAIF interest for the quarter ending September 30, 2022 of \$40,950.03

^d State Local Agency Investment Fund (LAIF) balances held by Bank of New York Mellon Trust Company as trustees of Certificates of Participation related to the 2010 Refinancing Project are reported at market value in the City's general ledger.

^e Custodial accounts are maintained by Essex Realty Management, Inc. for the property management of the Laguna Hills Community Center and Civic Center. Essex Realty Management, Inc. manages these funds in accordance with the property management agreements. Funds are held in demand accounts established by Essex as an agent for the City of Laguna Hills. Funds are liquid and are utilized to fund operating expenditures as budgeted.

^f The City provides an IRC Section 125 Flexible Spending Account (FSA) for eligible employees. The third-party administrator (TPA) for the FSA is WEX Health Inc. (WEX). Funds provided to WEX for the administration of the plan are held in a custodial account with Bell State Bank & Trust, Fargo, ND, and remain the asset of the City. As custodian and TPA, WEX makes distributions from the account in accordance with the FSA plan document or as otherwise agreed upon or directed by the City. Funds may be withdrawn by the City at any time and are subject to the City's creditors in the same manner as with its other demand deposit accounts.



PMIA/LAIF Performance Report as of 10/14/22



PMIA Average Monthly Effective Yields⁽¹⁾

September	1.513
August	1.276
July	1.090

Quarterly Performance Quarter Ended 09/30/22

LAIF Apportionment Rate ⁽²⁾ :	1.35
LAIF Earnings Ratio ⁽²⁾ :	0.00003699565555327
LAIF Fair Value Factor ⁽¹⁾ :	0.980760962
PMIA Daily ⁽¹⁾ :	1.63%
PMIA Quarter to Date ⁽¹⁾ :	1.29%
PMIA Average Life ⁽¹⁾ :	304

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 09/30/22 \$222.9 billion

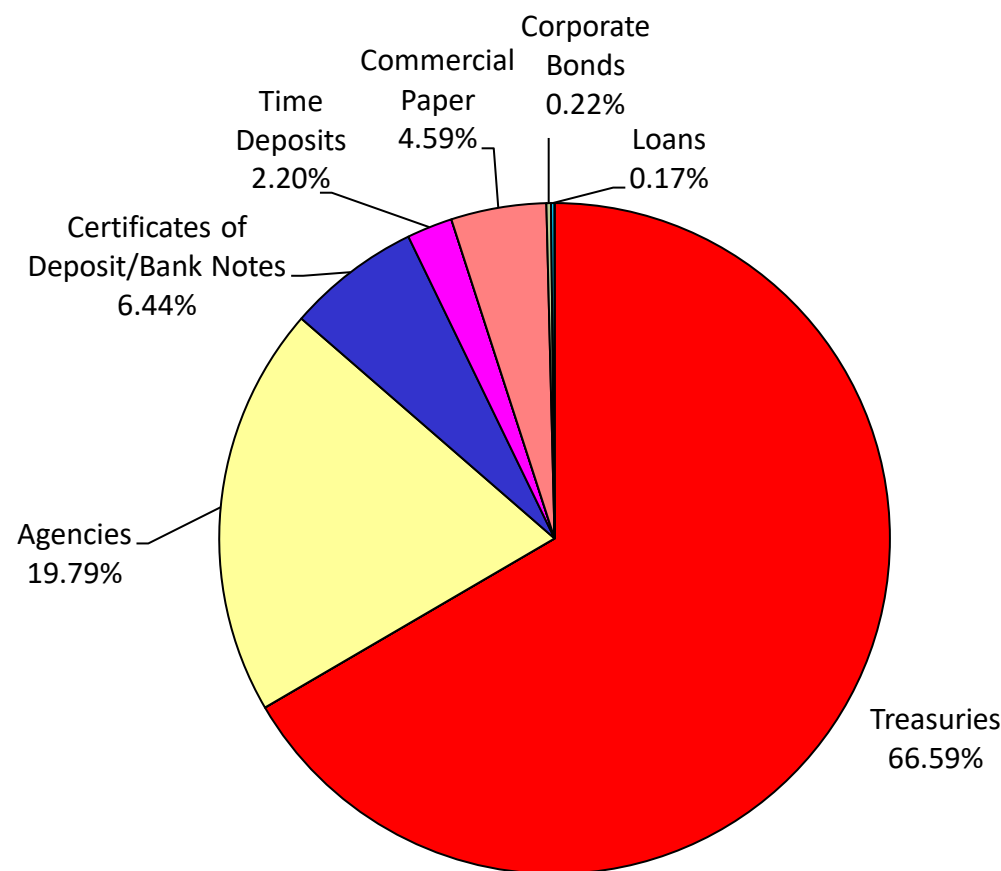


Chart does not include \$3,917,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



State of California

Pooled Money Investment Account

Market Valuation

9/30/2022

Carrying Cost Plus				
Description	Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	\$ 46,457,160,163.94	\$ 46,657,126,553.35	\$ 46,514,062,000.00	NA
Notes	\$ 101,947,915,596.75	\$ 101,931,736,332.18	\$ 98,369,732,500.00	\$ 237,324,054.50
Federal Agency:				
SBA	\$ 334,748,643.50	\$ 334,663,003.17	\$ 335,043,755.16	\$ 569,406.02
MBS-REMICs	\$ 3,916,682.58	\$ 3,916,682.58	\$ 3,897,852.17	\$ 17,633.20
Debentures	\$ 8,593,591,055.03	\$ 8,592,721,013.39	\$ 8,353,930,850.00	\$ 19,156,465.50
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,650,000,000.00	\$ 2,650,000,000.00	\$ 2,574,109,000.00	\$ 18,005,248.00
Discount Notes	\$ 30,277,339,791.63	\$ 30,410,365,854.03	\$ 30,310,774,000.00	NA
Supranational Debentures	\$ 2,229,190,558.99	\$ 2,229,010,003.43	\$ 2,133,180,400.00	\$ 7,597,861.50
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR	\$ -	\$ -	\$ -	\$ -
Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 99,780,349.59	\$ 775,000.00
CDs and YCDs	\$ 14,260,000,000.00	\$ 14,260,000,000.00	\$ 14,229,806,876.24	\$ 76,472,855.58
Commercial Paper	\$ 10,239,348,756.91	\$ 10,295,023,243.07	\$ 10,275,778,388.91	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 481,185,800.06	\$ 481,129,063.95	\$ 451,006,190.00	\$ 2,646,445.75
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,909,000,000.00	\$ 4,909,000,000.00	\$ 4,909,000,000.00	NA
PMIA & GF Loans	\$ 367,981,000.00	\$ 367,981,000.00	\$ 367,981,000.00	NA
TOTAL	\$ 222,851,378,049.39	\$ 223,222,672,749.15	\$ 218,928,083,162.07	\$ 362,564,970.05

Fair Value Including Accrued Interest

\$ 219,290,648,132.12

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (0.980760962). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,615,219.23 or \$20,000,000.00 x 0.980760962.



Pooled Money Investment Account

Portfolio as of 09-30-2022

PAR VALUES MATURING BY DATE AND TYPE

Maturities in Millions of Dollars¹

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out	Total	Weight (% of Total)
TREASURY	\$ 10,700	\$ 10,050	\$ 9,800	\$ 5,750	\$ 8,600	\$ 12,650	\$ 1,150	\$ 9,150	\$ 20,100	\$ 43,000	\$ 16,950	\$ 800	\$ 300	\$ 149,000	66.43%
AGENCY ²	\$ 7,685	\$ 4,200	\$ 3,625	\$ 3,156	\$ 3,400	\$ 4,475	\$ 2,300	\$ 4,660	\$ 3,865	\$ 3,755	\$ 2,725	\$ 1,000	\$ 350	\$ 45,196	20.15%
CDs + BNs	\$ 4,510	\$ 1,400	\$ 1,950	\$ 1,700	\$ 1,650	\$ 1,300	\$ 1,400	\$ 50	\$ 400					\$ 14,360	6.40%
CP	\$ 3,050	\$ 2,450	\$ 1,550	\$ 1,450	\$ 750	\$ 900	\$ 200							\$ 10,350	4.61%
TDs	\$ 1,239	\$ 694	\$ 1,502	\$ 567	\$ 204	\$ 704								\$ 4,909	2.19%
CORP BND				\$ 55		\$ 20	\$ 25		\$ 25	\$ 79	\$ 123	\$ 74	\$ 75	\$ 476	0.21%
REPO														\$ -	0.00%
BAs														\$ -	0.00%
TOTAL	\$ 27,183	\$ 18,794	\$ 18,427	\$ 12,678	\$ 14,604	\$ 20,049	\$ 5,075	\$ 13,860	\$ 24,390	\$ 46,834	\$ 19,798	\$ 1,874	\$ 725	\$ 224,291	100.00%
Percent	12.12%	8.38%	8.22%	5.65%	6.51%	8.94%	2.26%	6.18%	10.87%	20.88%	8.83%	0.84%	0.32%		
Cumulative %	12.12%	20.50%	28.71%	34.37%	40.88%	49.82%	52.08%	58.26%	69.13%	90.01%	98.84%	99.68%	100.00%		

¹ Figures are rounded to the nearest million. Percentages may be off due to rounding. Totals do not include PMIA and General Fund loans.

² SBA Floating Rate Securities are represented at coupon change date. Mortgages are represented at current book value.

BlackRock Liquidity Funds

FedFund (Institutional shares)

October 2022 Factsheet

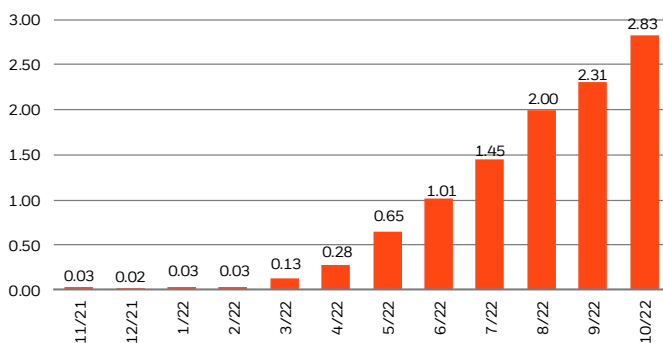
Investment objective

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

Investment policy

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

Performance (30-day yield %)*,1



7-day SEC yield as of 10/31/22 was 2.87%².

* Sources: BlackRock, Inc. and JP Morgan.

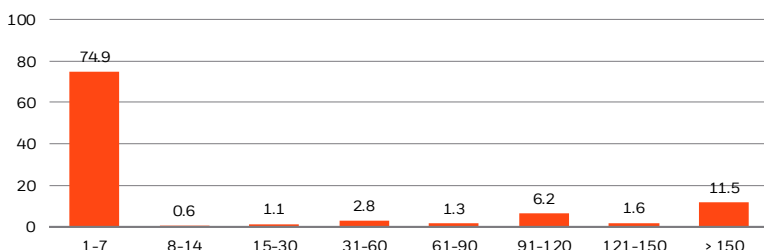
The investment advisor and/or other service providers for the BlackRock FedFund (Institutional Shares) sometimes waive a portion of their fees or reimburse expenses to the Fund. When they do, operating expenses are reduced and total returns to shareholders in the Fund increase. These waivers and reimbursements can be discontinued at any time. Without such waivers and reimbursements, which were in effect for all or a portion of the period shown, the 7-day SEC yield would be 2.86%².

% Net total return³ (9/30/22)

1 year	3 year	5 year	10 year	Since inception
0.66	0.49	1.03	0.60	2.84

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

% Maturity distribution (days)

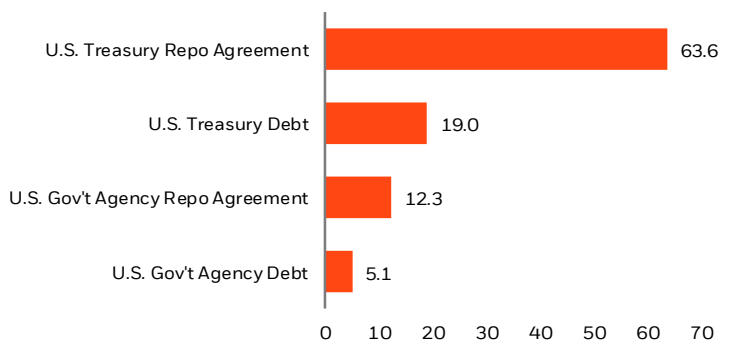


Fund details

Symbol	TFDXX
Size	\$146,146.4 million
Inception	October 1, 1975
Strategy	Government
Fund type	Institutional
NAV type	Constant
Minimum investment	\$3 million
Trading deadline	5pm (ET)
Weighted average maturity (WAM) ⁴	17 days
Weighted average life (WAL) ⁵	41 days
Standard and Poor's ⁶	AAAm
Moody's ⁶	Aaa-mf
Gross expense ratio [†]	0.19%
Net expense ratio [†]	0.17%
CUSIP #	09248U700
Portfolio #	0081

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

Asset allocation %[†]



[†] Does not reflect other receivables and payables.

Important Notes

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time.

This material is not intended to be relied upon as a forecast, research or investment advice, and is not a recommendation, offer or solicitation to buy or sell any securities or to adopt any investment fund strategy. The opinions expressed may change as subsequent conditions vary.

This material must be preceded or accompanied by a prospectus (<https://www.blackrock.com/cash/literature/prospectus/pro-brliquidity-institutionalshares-feb.pdf>).

¹ Average annualized 30-day SEC yields are based on net investment income excluding distributed gains or losses for the period shown. Past performance is no guarantee of future results. Yields will fluctuate as market conditions change. ² The 7-Day yield is computed in accordance with methods prescribed by the SEC. The 7-Day SEC yield excludes distributed capital gains/losses. ³ The fund's current yield more closely reflects the current earnings of the fund than the total net return quotations. ⁴ Weighted Average Maturity: Calculated by the final maturity for a security and the interest rate reset date held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes. ⁵ Weighted Average Life: Measurement of a fund's sensitivity to a deteriorating credit environment; potential credit spread changes or tightening liquidity conditions. The WAL calculation is based on a security's stated final maturity date or, when relevant, the date of the demand feature when the fund may receive payment of principal and interest. ⁶ BlackRock provides compensation in connection with obtaining or using third-party ratings and rankings. The Fund is currently rated by S&P and Moody's. Ratings by S&P and Moody's apply to the credit quality of a portfolio and are not a recommendation to buy, sell or hold securities of a Fund, are subject to change, and do not remove market risks associated with investments in the Fund. For complete information on the methodology used by each rating agency, please visit the following websites.

S&P - http://www.standardandpoors.com/en_US/web/guest/article/-/view/sourcelid/504352;

Moody's - https://www.moody.com/researchdocumentcontentpage.aspx?docid=PBC_79004.

All portfolio information provided is as of October 31, 2022 unless otherwise noted, and is subject to change.

Prepared by BlackRock Investments, LLC, member FINRA

FOR MORE INFORMATION: Visit www.blackrock.com/cash or email cashmgmt@blackrock.com

©2022 BlackRock, Inc. All rights reserved. **BLACKROCK**, is a registered trademark of BlackRock, Inc., or its subsidiaries in the United States and elsewhere. All other marks are the property of their respective owners.

BlackRock®



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Irwin Bornstein
Interim Finance Director

ISSUE: Annual Review of Investment & Portfolio Policies and Delegation of Investment Authority to the City Treasurer

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, delegating investment authority to the City Treasurer and approving a policy for the investment of surplus City funds and rescinding Resolution No. 2021-12-14-4."

SUMMARY:

State law specifies that the treasurer or chief fiscal officer of the local agency may annually render to the legislative body of that local agency and any oversight committee of that local agency a statement of investment policy, which the legislative body of the local agency shall consider at a public meeting. The City's current Investment and Portfolio Policies require that the policies be annually reviewed and adopted by resolution of the City Council. State law also allows the City Council to delegate its investment authority to the City Treasurer for up to one year at a time.

Staff has reviewed the City's 2022 Investment and Portfolio Policies and is recommending just one change to the existing policies for 2023:

1. Update to Section VIII. "Reporting"

Staff proposes that the frequency of the Treasurer's investment reports be changed from quarterly to monthly. To facilitate a monthly reporting process, staff will be reducing the length of the report, while still including all of the information required by State law and Council policy.

2023 Investment Policy

December 13, 2022

Page 2

The existing Investment and Portfolio Policies continue to comply with State law and are consistent with the recommended best practices promulgated by the Government Finance Officers Association.

A Resolution to adopt the 2023 Investment and Portfolio Policies and delegate the investment authority to the City Treasurer for the year 2023 is attached. Staff is recommending approval.

ATTACHMENTS:

- Proposed Resolution - Investment Policy 2023
- Attachment A - Proposed 2023 Investment Policy

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER AND APPROVING A POLICY FOR THE INVESTMENT OF SURPLUS CITY FUNDS AND RESCINDING RESOLUTION NO. 2021-12-14-4

WHEREAS, pursuant to Laguna Hills Municipal Code Section 2-16.020, the City Council has appointed the City Manager as the City Treasurer; and

WHEREAS, pursuant to Government Code Section 53607, the City Council may delegate its investment authority to the City Treasurer for up to one year; and

WHEREAS; pursuant to Government Code Section 53646, the City Council of the City of Laguna Hills, has publicly considered an annual statement of investment policy and desires to adopt such policy to guide the investment management of the Deputy Treasurer under the supervision of the City Treasurer.

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

- SECTION 1. This Resolution rescinds Resolution No. 2021-12-14-4.
- SECTION 2. The City Council hereby delegates investment authority to the City Treasurer.
- SECTION 3. The City Council hereby adopts the investment policy, attached hereto as Exhibit "A" and incorporated herein by this reference.
- SECTION 4. The effective date of this Resolution is January 1, 2023.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2022.

_____, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

Attachment: Proposed Resolution - Investment Policy 2023 (3026 : 2023 Investment Policy)

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 13th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK



CITY OF LAGUNA HILLS

2023 INVESTMENT & PORTFOLIO POLICY



Investment and Portfolio Policies

Calendar Year 2023

TABLE OF CONTENTS

I. Policy	1
II. Scope	1
III. Objectives.....	1
IV. Standards of Care.....	3
V. Safekeeping and Custody	4
VI. Authorized and Suitable Investments.....	5
VII. Competitive Selection of Investment Instrument.....	7
VIII. Reporting.....	7
IX. Annual Investment Policy and Adoption.....	8
Appendix A - Glossary of Terms.....	9

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

I Policy

It is the Policy of the City of Laguna Hills to invest in a manner, which will ensure the safety of public funds by mitigating credit and interest rate risk, and provide sufficient liquidity to meet all operating requirements. The City shall also strive to attain a return on investment that is reasonable given that safety of principal and liquidity are the primary objectives in these policies and yield is secondary. The investment program shall be operated in conformity with federal, state and other legal requirements, including the State of California Government Code Section 53601, et, seq., these policies and written administrative procedures.

II Scope

This investment policy applies to the investment of all funds of the City and the City of Laguna Hills Public Improvement Corporation, including the following:

General Fund
Special Revenue Funds
Capital Projects Funds
Funds Held Under Trust Indenture

These funds are accounted for in the City's Annual Comprehensive Financial Report.

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Investments under the trust indenture will be held separately and made in accordance with the indenture requirements.

III Objectives

Funds of the City will be invested, by the City Treasurer, or authorized deputies of the Treasurer (hereinafter collectively referred to as "the Treasurer") in accordance with these policies and written administrative procedures. The primary objectives, in priority order, of investment activities shall be:

1) Safety

Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio and the mitigation of credit risk and interest rate risk.

a) Credit Risk

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit Risk may be mitigated by:

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

- i. limiting investments to the safest types of securities listed under Section VI herein, which shall be limited to those investments backed by the U.S. Government, or an agency thereof, overnight accounts managed by the City's primary bank, the Local Agency Investment Fund (LAIF), and other specific investments described in Section VI;
- ii. diversifying the portfolio to avoid concentration of securities from a specific issuer, except issuers of U.S. Treasury securities, so that the failure of any one issuer will not place an undue financial burden on the City;
- iii. monitoring all of the City's investments on a frequent basis to anticipate and respond accordingly to a significant reduction of creditworthiness of any of the depositories, including the City's primary bank; and
- iv. performing appropriate due diligence to assure the credit worthiness of any portfolio investment made.

b) Interest Rate Risk

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. To reduce interest rate risk, the City shall limit the maximum maturity horizon of the securities that comprise its portfolio, keeping in mind that the longer the maturity horizon, the greater the price volatility. In accordance with the Government Accounting Standards Board reporting requirements, the portfolio could show unrealized gains or losses for any reporting period.

Interest rate risk may be mitigated by:

- i. structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
- ii. investing operating funds primarily in shorter-term securities.

2) Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity) and a portion of the portfolio should be invested in readily available funds, to ensure that appropriate liquidity is maintained to meet ongoing obligations.

3) Yield

The rate of return on the City's investment portfolio is of secondary importance to the safety and liquidity objectives described above. The City's investment strategy is passive and investments are limited to relatively low-risk securities in anticipation of earning a rate of return throughout

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

The yield shall be designed to attain an average rate of return through market cycles. Although no "benchmark" rate of return is assumed, the portfolio's yield shall be compared for reporting purposes to LAIF and the 3-month bank CD rate published by the Federal Reserve. These indices are considered benchmarks for lower risk investment transactions and therefore represent a comparable minimum standard for the portfolio's rate of return.

IV Standards of Care

1) Prudence

The City's investment portfolio is subject to public scrutiny and review and should be managed with due care and consideration. The portfolio should be created and maintained with the professionalism and care worthy of the public trust.

The standard of prudence to be applied to the Treasurer shall be the "prudent investor rule", which states, "when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, a trustee (the governing body or Treasurer) shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The Treasurer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

2) Ethics and Conflict of Interest

Employees of the City shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. State law, City statutes, and City personnel and purchasing practices shall be followed to avoid conflict of interest or the appearance thereof. Employees shall disclose any financial interests or personal relationships with any financial institutions, brokers or securities dealers that conduct business within its jurisdiction, and any personal financial/investment positions that could be related to their management of the portfolio. The Treasurer shall be prohibited from doing business with any broker or securities dealer with whom the City does business, with the exception of the City's primary bank for banking services. Employees shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

3) Delegation of Authority

Authority to manage the City's investment program is delegated to the City Treasurer by Resolution of the City Council of the City of Laguna Hills, California. Management responsibility is hereby delegated to the Finance Director/Deputy Treasurer under the direction of the City Treasurer.

The Deputy Treasurer shall establish written procedures for the operation of the investment program consistent with this investment policy, together with a system of internal controls to regulate the activities of subordinates.

V Safekeeping and Custody

1) Authorized Financial Institutions, Depositories and Brokers/Dealers

Investment transactions will be undertaken with securities dealers, brokers and depositories authorized to provide investment services. In addition, the City shall maintain a "Qualified Institution" list of approved security broker/dealers selected by creditworthiness, including the minimum capital requirement of \$10 million and at least five years of operation. The City shall conduct periodic evaluations, or whenever deemed necessary, of each financial institution's standing to determine whether it should remain on the "Qualified Institution" listing. Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and brokers/dealers who desire to become qualified for investment transactions with the City must supply the following:

- 1) Audited financial statements demonstrating compliance with State and Federal capital adequacy guidelines. Audited financial statements will be submitted annually to the City.
- 2) Proof of National Association of Securities Dealers (NASD) certification, except for counterparties in Certificates of Deposits transactions.
- 3) Proof of State Registration
- 4) Completed broker/dealer questionnaire, except for Certificates of Deposits counterparties.
- 5) Certification of having read and understood and agreeing to comply with the City's Investment Policies, as well as to disclose potential conflicts or risks to public funds that might arise out of business transactions between the firm/depository and the City.
- 6) Evidence of adequate insurance coverage.

In addition, all financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the City's funds. The supervising officer shall agree to exercise due diligence in monitoring the activities of other officers and subordinate staff members engaged in transactions with the City. Employees of any firm or financial institution offering securities or

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

investments to the City shall be trained in the precautions appropriate to public-sector investment and shall be required to familiarize themselves with the City's Investment and Portfolio Policies.

2) Internal Control

Treasurer shall establish a system of written internal control policies and procedures, which shall be reviewed annually by the independent auditor. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions.

3) Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. A third party custodian or the trust department of the City's primary bank will hold securities. Evidence of safekeeping shall be in the form of safekeeping receipts and monthly statements reporting the securities held by the institution.

VI Authorized and Suitable Investments

1) Investment Types

Investment of City funds are restricted to the following instruments that shall mature within one year from the time of purchase unless otherwise stated:

- a) U.S. Treasury bills.
- b) U.S. Treasury notes or bonds.
- c) Insured or fully collateralized certificates of deposit issued by a qualified Public Depository Institution of the State of California.
- d) Money market mutual funds whose portfolios consist entirely of U.S. government securities and are rated at the highest letter or numerical rating from at least two of the three largest nationally recognized rating services, or which retain an Investment advisor meeting requirements specified in Government Code Section 53601(k)(2).
- e) State Treasurer's Local Agency Investment Fund.
- f) Overnight Government Securities (U.S. Treasuries, Agencies, and Instrumentalities) Investment Account managed by the City's primary bank.
- g) Overnight Commercial Paper Investment Account managed by the City's primary bank.
- h) Overnight repurchase agreements managed by the City's primary bank where the market value of the securities underlying the repurchase agreement is 102 percent or greater than the value of funds borrowed.
- i) Commercial Paper rated a minimum of "P-1" by Moody's and "A-1" by Standard and Poor's, or equivalent, as provided by a nationally recognized rating agency, maturing not more than 180 days after the date of purchase. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

- j) Prime Bankers' Acceptances with a maximum term of 270 days and a rating of "P-a" by Moody's and "A-1 +" by Standard and Poor's or equivalent as provided by a nationally recognized rating agency issued within the U.S. by depository institutions.
- k) Investment Trust of California, a Joint Powers Authority, doing business as CalTRUST

In all instances, the City will not purchase the aforementioned instruments by the use of leveraged or margin accounts or by taking short positions in any investment instrument; i.e., selling investments the City does not own.

Investments of funds held under a trust indenture may have maturities up to two years in duration.

2) Portfolio Diversification

The City will diversify use of investment instruments to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions or maturities.

<u>DIVERSIFICATION BY INVESTMENTS</u>	Maximum Percent of Portfolio
U.S. Treasury Obligations (bills, notes and bonds)	50%
Certificates of Deposit (CDs) Commercial Banks	50%
Certificates of Deposit (CDs) Savings and Loan	25%
State Treasurer's Local Agency Investment Fund	75%
CalTRUST	75%
Overnight investment accounts managed by City's primary bank	50%
Commercial Paper	10%
Banker's Acceptances	15%
Money Market Mutual Funds	15%
<u>DIVERSIFICATION BY INSTITUTION/ISSUER</u>	Maximum Percent of Portfolio
Certificates of Deposit (CDs) Commercial Banks	25%
Certificates of Deposit (CDs) Savings and Loan	\$250,000 maximum

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

3) Maximum Maturities

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures as well as considering sizable blocks of anticipated revenue.

4) Collateralization

Collateralization will be required on repurchase agreements in order to anticipate market changes and provide a level of security for all funds.

For certificates of deposits greater than \$250,000, collateral will be required at 110% of principal for government securities collateral, and 150% of principal for first mortgage collateral. Certificates of deposits for \$250,000 or less, inclusive of earned interest at maturity may be invested in any FDIC insured commercial bank or savings and loan accounts.

Collateral will always be held by an independent third party, or the trust departments of the City's primary bank. A clearly marked evidence of ownership, such as safekeeping receipt and monthly statement of securities held must be provided to the City.

VII Competitive Selection of Investment Instruments

When purchasing or selling securities, the Treasurer shall select the security which provides the highest rate of return within the parameters of these policies and according to the current objectives and needs of the City's portfolio. The Treasurer, at his discretion, may purchase investments through the investment or trust department of the City's primary bank without soliciting proposal forms to other banks or broker/dealers. The City Treasurer may also purchase investments using a competitive process by soliciting proposals from the financial dealers in the "Qualified Institutions" list.

If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be requested for instruments, which meet the maturity requirement. If no specific maturity is required, a market trend (yield curve) analysis will be conducted to determine which maturities would be most advantageous. Selection by comparison to a current market price may be utilized when, in the judgment of the Treasurer, competitive bidding would inhibit the selection process.

VIII Reporting

The Treasurer shall submit monthly investment reports to the City Council that summarizes recent market conditions, economic developments and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter and describe the portfolio in terms of investment securities, maturities, risk characteristics and other pertinent features. The report shall explain the quarter's total investment return and compare the return on LAIF and the 3-month bank CD rate published by the Federal Reserve. The report shall disclose all transactions during the quarter.

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

As part of the City's annual audit, the independent auditor shall evaluate investment performance and conduct an operations audit. The purpose of these examinations shall be to obtain suggestions for improved future performance, and to verify that the Treasurer has acted in accordance with this investment policy and written investment procedures.

IX Annual Investment Policy and Adoption

The City's investment policy shall be annually reviewed and adopted by resolution of the City Council of the City of Laguna Hills, California. The policy and the related internal control procedures shall be reviewed annually by the City's independent auditors, and any modifications to the policy must be approved by the City Council.

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2023**

Appendix A – Glossary of Terms

ACCRUED INTEREST: Interest earned but not yet received.

ACTIVE DEPOSIT: Funds which are immediately required for disbursement.

AGENCIES: Federal agency securities and/or government-sponsored enterprises.

AMORTIZATION: An accounting practice of gradually decrease/increasing an asset's book value by spreading its depreciation/accretion over a period of time.

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR): The official annual report of the City. It is the set of financial statements for a state, municipality or other governmental entity that comply with the accounting requirements established by the Governmental Accounting Standards Board (GASB). It includes combined statements prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

ASKED PRICE: The price at which securities are offered.

BANKERS' ACCEPTANCE: a draft or bill exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One one-hundredth of one percent (.01%)

BEAR MARKET: A period of generally pessimistic attitudes and declining market prices.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid). See Offer Price and Asked Price.

BOND: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

BOND EQUIVALENT YIELD: The basis on which yields on notes and bonds are quoted.

BOOK VALUE (COST VALUE): The purchase price at which a debt security is shown on the holder's balance sheet. Book value is the purchase price less amortization of premium or plus accretion of discount.

BROKER: An individual or firm that brings buyers and sellers together for commission.

BULL MARKET: A period of time of generally optimistic attitudes and increasing market prices.

CALLABLES: Securities that the issuer has the right to redeem prior to maturity.

CITY OF LAGUNA HILLS INVESTMENT AND PORTFOLIO POLICIES 2023

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable. CD's may be eligible for FDIC insurance.

COLLATERAL: Securities, evidence of deposit, or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

CONSTANT MATURITY TREASURY (CMT): An average yield of a specific Treasury maturity sector for a specific time frame. This is a market index for reference of past direction of interest rates for a given Treasury maturity range.

COST VALUE (BOOK VALUE): The purchase price at which a debt security is shown on the holder's balance sheet.

COUPON: a) The annual rate of interest that a bond's issuer promises to pay the bondholder on a bond's face value; b) a certificate attached to a bond evidencing interest due on a payment date.

CREDIT ANALYSIS: A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

CURRENT YIELD: The interest paid on an investment expressed as a percentage of the current price of the security.

CUSTODY: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DEMAND DEPOSIT ACCOUNT: Accounts whose balance is available to meet immediate cash needs. Cash withdrawals can be made at any time.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index(s) or security(s), and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities). Moreover, financial products that are dependent for their value on an underlying financial instrument, a commodity, or an index representing values of groups of such instruments or assets.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at a lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

CITY OF LAGUNA HILLS INVESTMENT AND PORTFOLIO POLICIES 2023

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: The weighted average maturity of a bond's cash flow stream, where the present value of the cash flows serve as the weights; The future point in time at which on average, an investor has received exactly half of the original investment, in present value terms; A bond's zero-coupon equivalent; The fulcrum of a bond's present value cash flow time line.

FANNIE MAE: Trade name for the Federal National Mortgage Association (FNMA). See FNMA.

FED WIRE: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

FEDERAL CREDIT AGENCIES: Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals, e.g., Savings and Loans, small business firms, students, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity; Insurance provided to customers of a subscribing bank, which guarantees deposits to a set limit.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks, which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district bank.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC): The FHLMC was created under the Federal Home Loan Mortgage Act, Title III of Emergency Home Finance Act of 1970, as a stockholder owned government-sponsored enterprise. **Freddie Mac**, as the corporation is called, is charged with providing stability and assistance to the secondary home mortgage market by buying first mortgages and participation interests and reselling these securities in the form of guaranteed mortgage securities. Although agency obligations are not explicitly guaranteed by the federal government, the rating agencies believe that in the unlikely event of financial difficulties, the federal government will support the agency to the extent necessary to provide for full and timely payment on their securities.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). **Fannie Mae**, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases included a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

CITY OF LAGUNA HILLS INVESTMENT AND PORTFOLIO POLICIES 2023

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

FINANCIAL ADVISOR: A firm of bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

FISCAL AGENT/SPONSOR: a) A fiscal agent, fiscal sponsor, or financial agent is a proxy that manages fiscal matters on behalf of another party. b) A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract. A fiscal agent may assist in the redemption of bonds or coupons at maturity, disbursing dividends, and handling tax issues. For example, the United States Federal Reserve is the fiscal agent of the federal government of the United States.

FREDDIE MAC: The trade name for the Federal Home Loan Mortgage Corporation. See FHLMC.

GINNIE MAE: The trade name for the Government National Mortgage Association. See GNMA.

GOVERNMENT ACCOUNTING STANDARDS BOARD: The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by the full faith and credit of the U.S. Government. **Ginnie Mae**, as these securities are called, are backed by the FHA, VA, or FmHA mortgages. The term “pass-throughs” is often used to describe Ginnie Maes.

INACTIVE DEPOSITS: Funds not immediately needed for disbursements.

INTEREST RATE: The annual yield earned on an investment, expressed as a percentage.

INVESTMENT AGREEMENTS: An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

LIQUIDITY: Refers to the ability of an asset to be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done on these quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under the California State Treasurer's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

CITY OF LAGUNA HILLS INVESTMENT AND PORTFOLIO POLICIES 2023

This in-house management team is comprised of civil servants. The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The LAIF is part of the Pooled Money Investment Account (PMIA).

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties repurchase/reverse repurchase agreement that establishes each party's in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET MUTUAL FUNDS: Open-ended mutual fund that invests in commercial paper, bankers' acceptances, repurchase agreements, government securities, certificates of deposit, and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant \$1/share, with the interest rate increasing or decreasing.

NATIONAL RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): A rating organization designated by the SEC as being nationally recognized.

NEW ISSUE: Term used when a security is originally "brought" to market.

OFFER PRICE: The price at which a broker/dealer/seller will offer securities to an investor. See Asked Price and Bid Price.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; Sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool. Under the Federal Reserve Act, the Fed uses purchases and sales of government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment, and reasonable price stability.

PAPER GAIN OR LOSS: Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists, as long as the security is held while there is a difference between cost value (book value) and the market value.

PERFECTED DELIVERY: Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

POOLED MONEY INVESTMENT ACCOUNT (PMIA): The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The Investment Division of the State Treasurer's Office manages the PMIA under statutory authority granted by California Government Code sections 16430 and 16480.4. The Pooled Money Investment Board governs the PMIA. The State Treasurer chairs the Board, which also includes the State Controller and the State Director of Finance. Through PMIA, the State Treasurer invests taxpayers' money to manage the State's cash flow and strengthen the

CITY OF LAGUNA HILLS INVESTMENT AND PORTFOLIO POLICIES 2023

financial security of local governmental entities. The PMIA has three primary sources of funds: the State general fund; special funds held by State agencies; and moneys deposited by cities, counties and other entities into the Local Agency Investment Fund (LAIF).

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state - the so called legal list. In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital,

PURCHASE DATE: The date in which a security is purchased for settlement on that or a later date.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to do be doing RP, it is lending money, that is, increasing bank reserves.

REVERSE REPURCHASE AGREEMENT (Reverse REPO): A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is like a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is borrowing.

RISK: Degree of uncertainty of return on an asset.

SAFEKEEPING: a) The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity b) A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in a bank's vaults for protection. See custody.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule. Also called Net Capital Rule and Net Capital Ratio.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

CITY OF LAGUNA HILLS INVESTMENT AND PORTFOLIO POLICIES 2023

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SETTLEMENT DATE: The date at which a trade is cleared by delivery of securities against funds.

SPREAD: a) The yield or price difference between the bid and offer on an issue. b) The yield or price difference between issues.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations that have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivatives-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options, and shifts in the shape of the yield curve.

SWAP: The sale of one issue and the simultaneous purchase of another for some perceived advantage.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than ten (10) years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two (2) to ten (10) years.

TRUST COMPANY: A trust company is a legal entity that acts as a fiduciary or agent on behalf of a person or business, for the purpose of administration, management and the eventual transfer of assets to a beneficial party. The trust company acts as a custodian for trusts, estates, custodial arrangements, asset management, stock transfer, beneficial ownership registration and other related arrangements. See Trustee.

TRUSTEE: A financial institution with trust powers that act in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract. See Trust Company.

U.S. GOVERNMENT AGENCIES: Instruments issued by various U.S. Government Agencies most of which are secured only by the credit worthiness of the particular agency.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; Also called **SEC RULE 15(C)3-1, Net Capital Rule** and **Net Capital Ratio**. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. b) **YIELD AT MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD CURVE: Yield calculations of various maturities at a given time to observe spread difference.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jarad Hildenbrand
City Manager

ISSUE: Resolution Recognizing a Time Capsule at the Community Center and Directing Future City Councils to Open the Time Capsule on the City's 60TH Anniversary and 100TH Anniversary

RECOMMENDATION: That the City Council: 1) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, recognizing the time capsule at the Community Center and recommending future City Councils to open the time capsule on the 60th and 100th anniversaries of the City of Laguna Hills."; and 2) Approve the inventory submitted by the Heritage Day Ad Hoc Committee.

SUMMARY:

A time capsule containing items of significance pertaining to the City's 30th Anniversary will be enclosed at the Community Center. The City's Heritage Day Ad Hoc Committee, Laguna Hills Chamber of Commerce, and Moulton Museum compiled a number of items from residents and interested parties and placed them in the capsule. At a meeting on Tuesday, December 6, 2022, the Heritage Day Ad Hoc Committee, representatives from Laguna Hills Chamber of Commerce and Moulton Museum, approved the inventory of items placed the time capsule. That inventory is attached as Exhibit A to the proposed resolution.

In December 2022, the time capsule will be buried at the Community Center; to be opened on the City's 60th anniversary on December 20, 2051. The attached Resolution requests that a future Laguna Hills City Council open the time capsule on December 20, 2051, or at mutually acceptable date in order to commemorate the City's 60th Anniversary. The Resolution also requests that the 2051 City Council add to and

Time Capsule
December 13, 2022
Page 2

rebury the time capsule for another 40 years to be unearthed by the 2091 City Council in celebration of the City's 100th Anniversary.

ATTACHMENTS:

- Proposed Resolution - Time Capsule and Inventory

RESOLUTION NO. 2022-12-13-x

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, RECOGNIZING THE TIME CAPSULE AT THE COMMUNITY CENTER AND RECOMMENDING FUTURE CITY COUNCILS TO OPEN THE TIME CAPSULE ON THE 60TH AND 100TH ANNIVERSARIES OF THE CITY OF LAGUNA HILLS

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

WHEREAS, on December 20, 1991, the City of Laguna Hills was officially incorporated as a general law City in the State of California; and

WHEREAS, due to the coronavirus (COIVD) pandemic and related restrictions, the City of Laguna Hills celebrated its 30th Anniversary during the 2022 calendar year; and

WHEREAS, in December 2022, the City will bury the 30th Anniversary time capsule near the butterfly garden at the Laguna Hills Community Center & Sports Complex; and

WHEREAS, the time capsule contains items of significance, inventoried in Exhibit "A", related to the City of Laguna Hills compiled by the Heritage Day Ad Hoc Committee, Laguna Hills Chamber of Commerce and Moulton Museum; and

WHEREAS, the City Council believes it would be appropriate and fitting for a future City Council to unearth the time capsule 30 years from now, on the City's 60th Anniversary, December 20, 2051, or on a mutually acceptable date to the then City Council; and

WHEREAS; the City Council further believes that the 2051 City Council should add to the time capsule and rebury it for 40 years to be unearthed again by the 2091 City Council on the City's 100th Anniversary, December 20, 2091, or on a mutually acceptable date to the then City Council; and

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

SECTION 1. That the City Council of 2022 hereby asks the City Council of 2051 to unearth the time capsule on December 20, 2051, or on a mutually agreed upon date, to share its contents with the community and commemorate the 60th Anniversary of the City of Laguna Hills.

SECTION 2. That the City Council of 2022 further asks that the City Council of 2051 add to and rebury the time capsule for another 40 years, and asks the City Council of 2091 to unearth the time capsule on December 20, 2091, or on a mutually agreed upon date, to share its contents with the community and commemorate the 100th Anniversary of the City of Laguna Hills.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2022.

, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-12-13-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Attachment: Proposed Resolution - Time Capsule and Inventory (3036 : Time Capsule)

Exhibit A

Inventory of Time Capsule Contents

- Laguna Hills High School 2022 Yearbook
- Lomarena Elementary School 2022 Yearbook
- Valencia Elementary School 2022 Yearbook
- San Joaquin Elementary School 2022 Yearbook
- Laguna Hills Little League hat
- 2022 Laguna Hills Little League 50-Year booklet
- Laguna Hills Hawks Football Fill-Ins for September 2, 2022
- Laguna Hills Hawks 2022 Yearbook
- Nellie Gail Ranch drink coaster
- Set of bolts and washers
- City of Laguna Hills Invoice for the purchase of the Time Capsule
- Copy of Customer Receipts from Laguna Hills businesses in 2022
- Billboard Top 50 Songs of 2022
- IMDB Top 100 Movies of 2022
- 2022 Certified General Election Results for Laguna Hills from Orange County Registrar of Voters
- The Pony Express Magazine for May 2022
- Moulton Museum Grand Opening bandana
- Moulton Museum Grand Opening flyer
- Moulton Museum Grand Opening Passport Booklet
- Gifted pictures from Moulton Museum
- Costco Savings Booklet for September 2022
- Meet the Mayors Magazine 2022-2023
- Orange County Business Journal November 2022
- Laguna Hills Chamber of Commerce 2022 2nd Annual Car Show flyer
- The Coast Village Market 2022 event flyer
- Village at Laguna Hills community flyer

- Laguna Hills student forms 2022
- Shane Bieber signed MLB baseball card
- Shane Bieber MLB All-Star Game MVP photo
- 2022 General Election Voter Information Guide
- City of Laguna Hills 2022 First Annual Heritage Day Save the Date
- City of Laguna Hills 2022 First Annual Heritage Day Call for Sponsorships
- City of Laguna Hills 2022 First Annual Heritage Day Schedule of Events
- City of Laguna Hills 2022 First Annual Heritage Day Pie Eating Contest flyer
- City of Laguna Hills 2022 First Annual Heritage Day Thank You flyer
- City of Laguna Hills 2022 Laguna Hills Memorial Day Race flyer
- City of Laguna Hills 2022 Laguna Hills Memorial Day Race Runner's Map
- Laguna Hills Chamber of Commerce 2022 First Annual Gala Pamphlet
- OC Local Laguna Hills Booklet
- Laguna Hills Living Magazine September 2022
- The Orange County Register Newspaper - August 28, 2022
- The Epoch Times Newspaper - November 10-15, 2022
- The Epoch Times Newspaper - November 16-21, 2022
- Horseshoe
- City of Laguna Hills 30th Anniversary Public Giveaway Gift – fidget spinner with charging cables
- City of Laguna Hills 30th Anniversary Public Giveaway Gift – magnetic chip clip
- USB Storage Drive with City Logos and City and community photos
- 2022 City of Laguna Hills and Dark Horse Battalion Memorial Day Race Medal
- Fourteen menus from local businesses and restaurants in Laguna Hills in 2022



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2022

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: City Council "Other Agencies" Appointed Representatives

RECOMMENDATION: That the City Council take the following actions:

- 1) Review the City of Laguna Hills City Council "Other Agencies" Appointed Representatives List, provide directions to staff regarding any necessary changes for appointments to the list, and by motion, approve the City Council "Other Agencies" Appointed Representatives List, as revised by the City Council; and
 - 2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California designating and appointing its Representative to the Orange County Fire Authority's Board of Directors; " and
 - 3) Approve and direct the City Clerk to prepare and post an updated FPPC Disclosure Form 806 to reflect all paid appointments to "Other Agencies" boards, committees, and/or commissions in accordance with state law.
-

SUMMARY:

As a regular practice, following the City Council's reorganization in December, the City Council reviews the "Other Agencies" list of Commissions, Boards, and Committees, to which it appoints individuals to represent the City during the forthcoming year. This list is included as an attachment to this report. Positions with specific requirements are described below.

City Council "Other Agencies" Appointed Representatives

December 13, 2022

Page 2

Orange County Fire Authority

Council Member Sedgwick has served as Director to the Orange County Fire Authority's Board of Directors since January 2015. With Council Member Sedgwick being termed out of office, the City Council must choose a new Director to represent the City and that action must be formalized by a Resolution approved by a majority vote of the total membership of the City Council. Included as an attachment to this report is the proposed resolution which would formalize the City Council's change of representative.

Form 806

The Fair Political Practices Commission has mandated that Form 806 be used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. Each agency must post on its website a single Form 806 which lists all the paid appointment positions. When there is a change in compensation, or a new appointment, Form 806 must be updated to reflect the change. Included as an attachment to this report is a copy of the currently posted Form 806. An updated Form 806 will be posted to the City's website indicating tonight's decision designating a new representative to OCFA's Board of Directors, as well as any other applicable changes made by the City Council.

ATTACHMENTS:

- City Representatives List
- Proposed Resolution Designating a Representative to OCFA Board of Directors
- Form 806

CITY OF LAGUNA HILLS CITY REPRESENTATIVES

<u>NAME OF AGENCY/COMMITTEE</u>	<u>REPRESENTATIVES</u>	<u>DATE APPOINTED</u>
Association of California Cities - OC	Delegate: Mayor Alternate: Mayor Pro Tempore	01/14/1992 12/12/1995
Operational Area Council (Emergency)	Representative: Caskey Alternate: Pezold	12/14/2021 12/14/2021
Orange County Fire Authority	Director: Vacant	
OC Public Libraries Library Advisory Board	Representative: Wheeler Alternate: Pezold	01/14/2020 01/14/2020
Orange County Mosquito & Vector Control District	Trustee Member: Pezold	01/14/2020 Term expires 1/1/2024
South Orange County Watershed Management Area Executive Committee	Member: Wheeler Alternate: Caskey	01/12/2021 12/14/2021
Southern California Association of Governments (SCAG General Assembly)	Delegate: Wheeler Alternate: Heft	02/12/2019 01/08/2019
Transportation Corridor Agency -San Joaquin Hills Transportation Corridor Agency	Director: Heft Alternate: Pezold	03/01/2018 02/12/2019
Audit Committee	Pezold Caskey	09/28/2021 12/14/2021
Events, Communication, and Beautification Committee	Pezold Heft	06/28/2022 06/28/2022
Economic Development Committee	Wheeler Caskey	06/28/2022 06/28/2022

December 1, 2022

RESOLUTION NO. 2022-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, DESIGNATING AND
APPOINTING ITS REPRESENTATIVE TO THE ORANGE
COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS

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

WHEREAS, the City, as a "member" of the Orange County Fire Authority Joint Powers Authority (JPA) is entitled to appoint a representative director ("Director") to the Orange County Fire Authority's Board of Directors; and

WHEREAS, each member agency, by resolution of its governing body, shall designate and appoint one representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two representatives to act as its Directors; and

WHEREAS, each Director shall be a current elected member of the governing body; and

WHEREAS, each Director shall hold office until the selection of a successor by the appointing body; and

WHEREAS, each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole direction of that appointing body; and

WHEREAS, any vacancy shall be filled in the same manner as the original appointment of a Director.

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

SECTION 1. Designate and appoint Council Member as its Director to the Orange County Fire Authority Board of Directors.

SECTION 2. The City Council hereby directs the City Clerk to transmit a copy of this Resolution to the Clerk of the Authority of the Orange County Fire Authority prior to their next regularly scheduled board meeting.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2022.

_____, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-12-13-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of December 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name City of Laguna Hills			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable)			
Designated Agency Contact (Name, Title) Melissa Au-Yeung, Deputy City Manager			
Area Code/Phone Number 949-707-2621	E-mail mau-yeung@lagunahillsca.gov	Page <u>1</u> of <u>1</u>	Date Posted: 1/15/2020 (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority	▶ Name <u>Sedgwick, Don</u> (Last, First) Alternate, if any <u>None</u> (Last, First)	▶ <u>01 / 13 / 15</u> Appt Date ▶ <u>undefined</u> Length of Term	▶ Per Meeting: \$ <u>100-330 max.</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☒ <u>\$3,600</u> Other
Transportation Corridor Agency (San Joaquin Hills Transportation Corridor Agency)	▶ Name <u>Heft, Janine</u> (Last, First) Alternate, if any <u>Pezold, Erica</u> (Last, First)	▶ <u>03 / 01 / 18</u> Appt Date ▶ <u>undefined</u> Length of Term	▶ Per Meeting: \$ <u>120</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ Other
Orange County Mosquito and Vector Control District	▶ Name <u>Pezold, Erica</u> (Last, First) Alternate, if any <u>None</u> (Last, First)	▶ <u>01 / 14 / 20</u> Appt Date ▶ <u>2 years</u> Length of Term	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ Other
	▶ Name _____ (Last, First) Alternate, if any _____ (Last, First)	▶ <u>/ /</u> Appt Date ▶ _____ Length of Term	▶ Per Meeting: \$ _____ ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

	Donald J. White	City Manager	1/15/2020
Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)

Comment: _____