



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, December 13, 2016 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Barbara D. Kogerman, Mayor

Don Sedgwick, Mayor Pro Tempore

Andrew Blount, Council Member

Melody Carruth, Council Member

Dore J. Gilbert, M.D., Council Member

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

GENERAL BUSINESS- CONVENING AT 7:00 P.M.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER BLOUNT

ROLL CALL OF CITY COUNCIL MEMBERS

CITY COUNCIL REORGANIZATION

CERTIFICATION OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2016**Certification of the General Municipal Election Held on November 8, 2016**

Recommendation: That the City Council: (1) Receive and file the Certificate of Results for the General Municipal Election held on Tuesday, November 8, 2016; 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, 2016, declaring the results and such other matters as provided by law."

RECOGNITION OF OUTGOING COUNCIL MEMBER**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 Andrew Blount," and that the City Council present a Resolution of Commendation to Andrew Blount.

OATH OF OFFICE FOR NEW COUNCIL MEMBER**REMARKS OF OUTGOING MAYOR****ELECTION OF MAYOR****RECOGNITION OF OUTGOING MAYOR****RESOLUTION OF COMMENDATION, BARBARA D. KOGERMAN, MAYOR****Resolution of Commendation, Barbara D. Kogerman, Mayor**

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Commending Barbara D. Kogerman as Mayor.

REMARKS OF COUNCIL MEMBERS REGARDING MAYOR KOGERMAN'S SERVICE TO THE CITY**REMARKS OF NEWLY ELECTED MAYOR****ELECTION OF MAYOR PRO TEMPORE****RECESS AND RECONVENE**

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

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

1.2 Presentation Provided by State Assemblyman William P. Brough Regarding an Update on the State Legislature

Recommendation: That the City Council receive an oral report from Assemblyman William P. Brough regarding the State Legislature.

1.3 Presentation of Proclamation for City's Twenty-Fifth Anniversary

Recommendation: That the City Council receive the presentation of a Proclamation from Assemblyman William P. Brough recognizing the City's Twenty-Fifth Anniversary.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

3.1 Waive reading in full of all Ordinances and Resolutions on the agenda

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

3.2 Approval of Minutes for November 22, 2016, Regular Meeting

Recommendation: That the City Council approve the Minutes of the November 22, 2016, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended December 13, 2016

Recommendation: That the City Council approve the Warrant Register in the amount of \$919,364.98.

3.4 M2 Expenditure Report for the Fiscal Year Ended June 30, 2016

Recommendation: That the City Council: (1) approve the Measure M2 Expenditure Report for the Fiscal Year ended June 30, 2016, for submittal to OCTA; and (2) adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the Measure M2 Expenditure Report for the City of Laguna Hills for Fiscal Year ending June 30, 2016."

3.5 Progress Payment No. 3 for Cabot Park Renovation, CIP No. 241-A

Recommendation: That the City Council approve Progress Payment No. 3, in the net amount of \$87,520.65, to Horizons Construction Company for Cabot Park Renovation, CIP No. 241-A.

3.6 Second Reading and Adoption of an Ordinance Approving and Adopting Amendments to Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) Pertaining to Definitions Related to Boarding House Uses in Residential Zones, Including an Exemption from the California Environmental Quality Act (CEQA)

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting Zoning Code Text Amendment No. 9-16-3648, Amending Chapter 9-04 (Definitions) by Amending Various Definitions in the Laguna Hills Municipal Code Relating to Boarding House Uses in Residential Zones, including an Exemption from the California Environmental Quality Act (CEQA)."

3.7 2017 City Council Meeting Schedule

Recommendation: That the City Council adopt the proposed calendar for 2017.

3.8 Updating Designation of Assistant and Deputy City Attorneys

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending Section 3 of Resolution No. 2005-11-22-2 regarding the designation of Assistant and Deputy City Attorneys."

3.9 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 in the Laguna Hills Branch Technology Library in accordance with the Maddy Act.

3.10 Tyler Technologies Incode Financial Software and Tyler Technologies Energov 9 Permitting and Land Management Software Agreements

Recommendation: That the City Council: (1) Approve Tyler Technologies, Inc.'s License and Services Agreement for Tyler Technologies, Inc.'s Incode Financial Management Software and authorize the City Manager to execute the Agreement; and (2) Approve Tyler Technologies, Inc.'s License and Services Agreement for Tyler Technologies Inc.'s Energov 9 Permitting and Land Management Software and authorize the City Manager to execute the Agreement.

3.11 City Council Policy Regarding Official City Recognition of Groups, Individuals, Events, Council Members, Commissioners, Employees, and Other City-Appointed Officials

Recommendation: That the City Council adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, Amending City Council Policy No. 110, City Recognition Policy."

ITEMS REMOVED FROM THE CONSENT CALENDAR**4. PLANNING AGENCY****4.1. ROLL CALL OF PLANNING AGENCY MEMBERS****4.2. PUBLIC COMMENTS**

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

4.3. APPROVAL OF MINUTES FOR NOVEMBER 22, 2016, REGULAR MEETING

4.3.1 Approval of Minutes for November 22, 2016, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the November 22, 2016, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit (CUP) No. 7-14-2917, a Request by Core Development Services, on Behalf of Verizon Wireless, to Establish and Operate a New Wireless Communications Facility (WCF) on Property Owned by the City of Laguna Hills and Constructed on an Existing SCE Lattice Tower that is Located Southwest of El Conejo Park, APN 625-121-16 (Known as Luna Bonita) in the OS-3 Zone

Recommendation: That the Planning Agency continue CUP No. 7-14-2917 to a date certain of January 10, 2017.

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Second Reading and Adoption of Ordinances Amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the Building Standards Code with Amendments, and Amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the California Fire Code with Amendments

Recommendation: That the City Council: (1) Conduct a Public Hearing; and (2) Adopt Ordinances entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 of the Laguna Hills Municipal Code (Buildings and Construction) and adopting by reference the 2016 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of

the 2016 California Building Code; the 2016 California Mechanical Code; the 2016 California Electrical Code; the 2016 California Plumbing Code; the 2016 California Residential Code; the 2016 California Green Building Standards Code; the 2016 California Energy Code; the 2016 Building Reference Standards Code; and the 2016 California Existing Building Code, together with certain amendments, additions, and deletions thereto" **and** "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 2016 Edition of the California Fire Code including Appendices B, BB, C, CC, and H, together with certain amendments, additions, and deletions thereto."

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 2016 City Manager's Year End Report

Recommendation: That the City Council receive and file the 2016 City Manager's Year End Report.

6.2. Assistant City Manager

6.2.1 Annual Review of Investment 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. 2015-12-08-3."

6.2.2 Urgency Ordinance of the City of Laguna Hills, California, Amending and Restating Title 13 of the Laguna Hills Municipal Code Relating to Animal Control, Welfare and License Requirements

Recommendation: That the City Council: (1) Adopt, by at least a four-fifths vote, an Urgency Ordinance entitled: "An Urgency Ordinance of the City of Laguna Hills, California, Amending and Restating Title 13 of the Laguna Hills Municipal Code Relating to Animal Control, Welfare and License Requirements," and (2) Introduce for first reading, read by title

only, and waive further reading, an Ordinance entitled: " An Ordinance of the City of Laguna Hills, California, Amending and Restating Title 13 of the Laguna Hills Municipal Code Relating to Animal Control, Welfare and License Requirements."

6.2.3 Presentation of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2016

Recommendation: That the City Council receive and file the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2016, together with the audit letters.

6.3. City Clerk

6.3.1 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 direction 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) If any changes are desired to the Representative to the Orange County Fire Authority's Board of Directors, 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.

6.4. Public Services Director/City Engineer

6.4.1 La Paz Road Sidewalk Widening Status Report and Determination of Future Project Obligations

Recommendation: That the City Council review the La Paz Road Sidewalk Widening Project, CIP No. 171, and establish a commitment to the future construction of the originally scoped project by adopting the following position statement: *City Council requests the CTC approve the La Paz Road Sidewalk Widening project ATP scope change request to widen only the northerly La Paz Road sidewalk to eight-feet wide at this time with the City's commitment to widen the southerly sidewalk to eight-feet wide at the earliest future opportunity when funding becomes reasonably available.*

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be January 10, 2017, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by December 9, 2016 at 5:00 pm.



City Clerk

December 9, 2016

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk

ISSUE: Certification of the General Municipal Election Held on November 8, 2016

RECOMMENDATION: That the City Council: (1) Receive and file the Certificate of Results for the General Municipal Election held on Tuesday, November 8, 2016; 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, 2016, declaring the results and such other matters as provided by law."

SUMMARY:

On June 14, 2016, the City Council adopted Resolution No. 2016-06-14-4 calling for the City's General Municipal Election to be held on November 8, 2016, for the purpose of electing two City Council Members to four-year terms. Resolution No. 2016-06-14-5 was also adopted requesting the Orange County Board of Supervisors consolidate the Municipal Election with the November 8, 2016, Statewide General Election and provide election services through the Registrar of Voters Office.

On Tuesday, November 8, 2016, the General Municipal Election was conducted and the Orange County Registrar of Voters has canvassed the returns and certified the results of 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:

- Resolution
- Exhibit A-Election Certification

RESOLUTION NO. 2016-12-13-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, 2016, 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, 2016, 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 ballots cast in the precincts except vote by mail ballots and Early voting was 6,240. That the whole number of ballots cast in Early voting was 416. That the whole number of vote by mail ballots cast in the City was 8,316, making a total of 14,972 ballots cast in the City.

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

Janine Heft
Dore John Gilbert
Mark Jones

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: **Janine Heft** was elected as Member of the City Council for the full term of four years; and **Dore John Gilbert** was elected as Member of the City Council for the full term of four 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 2016.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2016-12-13-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 2016, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

**CERTIFICATE OF REGISTRAR OF VOTERS TO RESULT
OF THE CANVASS OF THE GENERAL ELECTION RETURNS**

STATE OF CALIFORNIA)

)ss.

COUNTY OF ORANGE)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify the following to be a full, true and correct Statement of the Vote of the election listed below, consolidated with the Presidential General Election held on November 8, 2016.

CITY OF LAGUNA HILLS
MEMBER OF THE CITY COUNCIL

JANINE HEFT	8,165
DORE JOHN GILBERT	5,424
MARK JONES	3,920

EARLY VOTING BALLOTS CAST:	416
PRECINCT BALLOTS CAST:	6,240
VOTE-BY-MAIL BALLOTS CAST:	8,316
TOTAL BALLOTS CAST:	14,972

I hereby certify that the number of votes cast for each candidate is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 6th day of December, 2016.




NEAL KELLEY
Registrar of Voters
Orange County

12/5/2016 5:26:12PM
November 08, 2016

Orange County Results for Election

Page 529 of 1091

81	CITY OF LAGUNA HILLS Member, City Council														
	Registration	Ballots Cast	Turnout (%)		CITY OF LAGUNA HILLS Member, Vote for 2 JANINE HEFT	DORE JOHN GILBERT	MARK JONES								
38084	587	491	86.8		287	198	138								
38091	479	393	82.0		207	145	112								
38104	1,031	821	79.8		482	303	255								
38236	699	571	81.7		262	186	122								
38292	294	158	53.7		99	48	56								
38293	1,183	976	82.5		532	303	225								
38301	386	317	80.1		188	106	78								
38302	972	822	84.6		438	303	210								
38304	783	654	83.5		360	213	181								
38305	874	713	81.6		418	211	217								
38310	626	572	91.4		298	247	157								
38311	1,104	910	82.4		441	340	208								
38312	1,117	963	88.2		515	284	221								
38313	1,031	825	80.0		414	365	174								
38314	862	735	85.3		382	315	156								
38375	588	518	88.1		320	214	136								
38376	668	567	84.9		299	191	195								
38601	907	688	75.9		367	237	207								
38602	950	788	82.9		466	276	229								
38701	1,482	1,260	84.5		708	470	334								
38702	1,451	1,230	84.8		702	472	309								
Early Voting Totals	18,074	416	2.3		243	149	96								
Absentee Totals	18,074	8,316	46.0		4549	3229	2132								
Election Day Totals	18,074	6,240	34.5		3373	2046	1692								
Grand Totals	18,074	14,972	82.8		8165	5424	3920								

Attachment: Exhibit A-Election Certification (1136 : Certification of the General Municipal Election Held on November 8, 2016)

12/5/2016 5:26:12PM
November 08, 2016

Orange County Results for Election

Page 530 of 1091

Early Voting Totals 81	CITY OF LAGUNA HILLS Member, City Council														
	Registration	Ballots Cast	Turnout (%)		CITY OF LAGUNA HILLS Member Vote for 2 JANINE HEFT	DORE JOHN GILBERT	MARK JONES								
Orange County	18,074	416	2.3		243	149	96								
45th Congressional District	18,074	416	2.3		243	149	96								
36th Senate District	18,074	416	2.3		243	149	96								
73rd Assembly District	18,074	416	2.3		243	149	96								
5th Supervisorial District	18,074	416	2.3		243	149	96								
County Board of Education Trustee Area 5	18,074	416	2.3		243	149	96								
El Toro Water District	4,674	97	2.1		64	31	25								
Laguna Hills	18,074	416	2.3		243	149	96								
Moulton-Niguel Water District	13,400	319	2.4		179	118	71								
Moulton-Niguel Water District Division 3	13,400	319	2.4		179	118	71								
Municipal Water District Of Orange	18,074	416	2.3		243	149	96								
Municipal Water District of Orange County	4,674	97	2.1		64	31	25								
Municipal Water District of Orange County	13,400	319	2.4		179	118	71								
Saddleback Valley Unified School District	18,074	416	2.3		243	149	96								
South Orange County Community College	18,074	416	2.3		243	149	96								
South Orange County Community College	18,074	416	2.3		243	149	96								
State Board of Equalization (4th District)	18,074	416	2.3		243	149	96								
Early Voting Totals	18,074	416	2.3		243	149	96								

Attachment: Exhibit A-Election Certification (1136 : Certification of the General Municipal Election Held on November 8, 2016)

12/5/2016 5:26:12PM
November 08, 2016

Orange County Results for Election

Page 531 of 1091

Absentee Totals 81	CITY OF LAGUNA HILLS Member, City Council														
	Registration	Ballots Cast	Turnout (%)		CITY OF LAGUNA HILLS Member, Vote for 2 JANINE HEFT	DORE JOHN GILBERT	MARK JONES								
Orange County	18,074	8,316	46.0		4549	3229	2132								
45th Congressional District	18,074	8,316	46.0		4549	3229	2132								
36th Senate District	18,074	8,316	46.0		4549	3229	2132								
73rd Assembly District	18,074	8,316	46.0		4549	3229	2132								
5th Supervisorial District	18,074	8,316	46.0		4549	3229	2132								
County Board of Education Trustee Area 5	18,074	8,316	46.0		4549	3229	2132								
El Toro Water District	4,674	2,017	43.2		1129	740	534								
Laguna Hills	18,074	8,316	46.0		4549	3229	2132								
Moulton-Niguel Water District	13,400	6,299	47.0		3420	2489	1598								
Moulton-Niguel Water District Division 3	13,400	6,299	47.0		3420	2489	1598								
Municipal Water District Of Orange	18,074	8,316	46.0		4549	3229	2132								
Municipal Water District of Orange County	4,674	2,017	43.2		1129	740	534								
Municipal Water District of Orange County	13,400	6,299	47.0		3420	2489	1598								
Saddleback Valley Unified School District	18,074	8,316	46.0		4549	3229	2132								
South Orange County Community College	18,074	8,316	46.0		4549	3229	2132								
South Orange County Community College	18,074	8,316	46.0		4549	3229	2132								
State Board of Equalization (4th District)	18,074	8,316	46.0		4549	3229	2132								
Absentee Totals	18,074	8,316	46.0		4549	3229	2132								

Attachment: Exhibit A-Election Certification (1136 : Certification of the General Municipal Election Held on November 8, 2016)

12/5/2016 5:26:12PM
November 08, 2016

Orange County Results for Election

Page 532 of 1091

Grand Totals 81	CITY OF LAGUNA HILLS Member, City Council														
	Registration	Ballots Cast	Turnout (%)		CITY OF LAGUNA HILLS Member, Vote for 2 JANINE HEFT	DORE JOHN GILBERT	MARK JONES								
Orange County	18,074	14,972	82.8		8165	5424	3920								
45th Congressional District	18,074	14,972	82.8		8165	5424	3920								
36th Senate District	18,074	14,972	82.8		8165	5424	3920								
73rd Assembly District	18,074	14,972	82.8		8165	5424	3920								
5th Supervisorial District	18,074	14,972	82.8		8165	5424	3920								
County Board of Education Trustee Area 5	18,074	14,972	82.8		8165	5424	3920								
El Toro Water District	4,674	3,885	82.7		2132	1294	1037								
Laguna Hills	18,074	14,972	82.8		8165	5424	3920								
Moulton-Niguel Water District	13,400	11,107	82.9		6033	4130	2883								
Moulton-Niguel Water District Division 3	13,400	11,107	82.9		6033	4130	2883								
Municipal Water District Of Orange	18,074	14,972	82.8		8165	5424	3920								
Municipal Water District of Orange County	4,674	3,885	82.7		2132	1294	1037								
Municipal Water District of Orange County	13,400	11,107	82.9		6033	4130	2883								
Saddleback Valley Unified School District	18,074	14,972	82.8		8165	5424	3920								
South Orange County Community College	18,074	14,972	82.8		8165	5424	3920								
South Orange County Community College	18,074	14,972	82.8		8165	5424	3920								
State Board of Equalization (4th District)	18,074	14,972	82.8		8165	5424	3920								
Early Voting Totals	18,074	416	2.3		243	149	96								
Absentee Totals	18,074	8,316	46.0		4549	3229	2132								
Election Day Totals	18,074	6,240	34.5		3373	2046	1692								
Grand Totals	18,074	14,972	82.8		8165	5424	3920								

Attachment: Exhibit A-Election Certification (1136 : Certification of the General Municipal Election Held on November 8, 2016)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/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 Andrew Blount," and that the City Council present a Resolution of Commendation to Andrew Blount.

SUMMARY:

Council Member Andrew Blount was elected to the City Council on November 6, 2012, and took his Oath of Office on December 11, 2012. During his term he served as Mayor from December 10, 2013, through December 9, 2014. It is in order to recognize Council Member Blount for admirably performing his duties and responsibilities as a member of the Laguna Hills City Council and for his service to the City.

ATTACHMENTS:

- Resolution Recognizing Council Member Blount

RESOLUTION NO. 2016-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA,
RECOGNIZING THE SERVICE OF COUNCIL
MEMBER ANDREW BLOUNT

WHEREAS, Andrew Blount was elected to the City Council on November 6, 2012, took his Oath of Office on December 11, 2012, served with distinction as Mayor for one term, 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, Andrew Blount is a strong advocate for operating a business-friendly and efficient City government predicated upon fiscally sound business principles and practices, has displayed outstanding leadership throughout his term on the City Council, particularly regarding the completion of the La Paz Open Space Improvements; redevelopment of the Oakbrook Village Shopping Center; renovation of the Village at Nellie Gail Ranch; approving the entitlements and start of construction of the Five Lagunas; 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; fiscal integrity with award winning budgets and CAFRs and a surplus operating budget with a healthy fund balance; commitment to preserve Laguna Hills history with an emphasis on providing exceptional recreation, athletic, and community services programs; in addition, a dedication to applying for grants to provide financial assistance for the Florence Sylvester Memorial Senior Center and support for the Senior Taxi Program; and finally continued support of our adopted Marine Battalion; and,

WHEREAS, Andrew Blount has represented the City serving on various committees and boards such as the City's Audit Committee, Laguna Canyon Foundation Advisory Council, OC Public Libraries Advisory Board, South Orange County Watershed Management Area Executive Committee, Southern California Association of Governments (Alternate) as well as represented the City at various economic development events such as International Council of Shopping Centers' conferences; and

WHEREAS, Andrew Blount's guidance, wisdom, and service have always 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 Andrew Blount 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 2016.

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2016-12-13-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 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution Recognizing Council Member Blount (1125 : Recognition of Outgoing Council Member)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: Resolution of Commendation, Barbara D. Kogerman, Mayor

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Commending Barbara D. Kogerman as Mayor."

SUMMARY:

Mayor Kogerman served her second term as Mayor of the City of Laguna Hills from December 8, 2015, through December 13, 2016. It is in order to recognize Mayor Kogerman for her service to the City as Mayor.

ATTACHMENTS:

- Resolution of Commendation

RESOLUTION NO. 2016-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, COMMENDING BARBARA
D. KOGERMAN AS MAYOR

WHEREAS, Barbara D. Kogerman was elected to the City Council on November 2, 2010; took her Oath of Office on December 14, 2010; and served her second term as Mayor of the City of Laguna Hills from December 8, 2015, through December 13, 2016; and

WHEREAS, Barbara D. Kogerman, in addition to accepting the responsibilities of Mayor and faithfully fulfilling those duties and responsibilities has ably represented the City at local events throughout the region, and served on various boards including serving as the City's delegate to the Association of California Cities – OC, Orange County Mosquito & Vector Control District, the Southern California Association of Governments, and the Transportation Corridor Agency as an alternate; and

WHEREAS, during the year that Barbara D. Kogerman has presided as Mayor, the City approved the transition to a new animal control and sheltering provider, partnering with the City of Mission Viejo Animal Services Center; the City held its 2016 Memorial Day Half Marathon 10k/5k honoring the United States Marine Corps Dark Horse Battalion and from which a portion of the race proceeds were donated to the 3/5 Dark Horse Support Committee; and among other notable actions, the City has overseen significant progress on the redevelopment of Five Lagunas; successfully negotiated the City's Memorandum of Understanding with its employees; held its 2016 General Municipal Elections, resulting in the election of a new Council Member; successfully renewed Civic Center leases with Lewellen Accountancy, Genevieve Wall, and the County of Orange-Clerk Recorder; proceeded on the Cabot Park Renovation project, resulting in improvements to the baseball fields and playground; and supported an Ordinance re-establishing the City's authority to regulate massage businesses; and

WHEREAS, the performance of her duties and responsibilities as Mayor have been characterized by excellent and constructive contributions to the lasting development of our City, and with greater attention to transparency and public engagement, earning the respect and admiration of her 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 Kogerman, for her service to the community as Laguna Hills Mayor for 2016.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2016.

_____, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2016-12-13-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 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution of Commendation (1156 : Resolution of Commendation, Barbara D. Kogerman, Mayor)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: Presentation of Proclamation for City's Twenty-Fifth Anniversary

RECOMMENDATION: That the City Council receive the presentation of a Proclamation from Assemblyman William P. Brough recognizing the City's Twenty-Fifth Anniversary.

SUMMARY:

The City of Laguna Hills officially incorporated on December 20, 1991, and will celebrate its 25th Anniversary on December 20, 2016. It is appropriate for the City to proclaim December 20, 2016, as the Twenty-Fifth Anniversary of the City.

ATTACHMENTS:

- 25th Anniversary Proclamation

PROCLAMATION

TWENTY-FIFTH ANNIVERSARY OF THE CITY December 20, 2016

WHEREAS, incorporation efforts were initiated in 1987 by residents desiring to improve local parks, provide active recreational facilities, enhance public safety, establish locally elected representation, and keep local tax-dollars for local services; and

WHEREAS, on March 5, 1991, the goal of incorporation was finally achieved with 86% of the residents voting in favor of forming the City of Laguna Hills, which became official on December 20, 1991; and

WHEREAS, to address the Community's recreational needs, the City developed the 18 acre, \$36 million Laguna Hills Community Center & Sports Complex, which serves as the focal point of the City's recreational, leisure, and cultural interests through world-class amenities and athletic facilities; and

WHEREAS, with the overwhelming support of residents, two additional areas were successfully annexed to the City of Laguna Hills, which brought 7,500 new residents, expanded the size of the City, and increased diversification; these annexations included North Laguna Hills on November 14, 1995, and the Westside Annexation Area on September 18, 2000; and

WHEREAS, starting in 1993, the City of Laguna Hills played a leadership role, in collaboration with other South Orange County cities, opposing and successfully stopping the redevelopment of the Marine Corps Air Station - El Toro into an international airport, which was deemed the single greatest threat to the quality of life in Laguna Hills, officially defeating the plan in 2002; and

WHEREAS, in 2002, the City purchased an existing multi-tenant office building with a view toward moving City Hall and establishing a profitable business enterprise. After extensive renovations, City Hall operations were relocated to the 55,881 square-foot Laguna Hills Civic Center, with 31,000 square-feet available for leased space that provides positive net income to the City; and

WHEREAS, since its incorporation, the City of Laguna Hills has invested over \$138,000,000 on over 130 public projects that have improved the quality of life and increased property values for residents and businesses; and

WHEREAS, a commitment to Public Safety, the delivery of exceptional Community Services programs, preserving our cultural history through public art, adhering to quality-focused land use planning standards, ensuring that public infrastructure is properly maintained and welcoming public participation in decision making have become hallmarks of this City's accomplishments.

NOW, THEREFORE, the City Council of the City of Laguna Hills, California, does hereby proclaim December 20, 2016, as the Twenty-Fifth Anniversary of the City of Laguna Hills, does acknowledge and commend the work of City staff members, and does encourage all residents to proudly celebrate the valuable contributions made by the City to their quality of life.

Dated this 13th day of December 2016.

Melody Carruth, Council Member

Dore J. Gilbert, M.D., Council Member

Janine Heft, Council Member

Barbara D. Kogerman, Council Member

Don Sedgwick, Mayor



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for November 22, 2016, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes of the November 22, 2016, Regular Meeting.

ATTACHMENTS:

- 161122 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, November 22, 2016**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:10 p.m. by Mayor Pro Tempore Don Sedgwick.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Barbara D. Kogerman	Mayor	Absent	
Don Sedgwick	Mayor Pro Tempore	Present	
Andrew Blount	Council Member	Absent	
Melody Carruth	Council Member	Present	
Dore J. Gilbert, M.D.	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEMS

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957(b)(1)

Public Employee Title: City Manager - Annual Performance Evaluation

PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no Public Comments.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

Attachment: 161122 CC Minutes (1151 : Approval of Minutes for October 25, 2016, Regular Meeting)

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

The meeting was called to order at 7:00 p.m. by Mayor Pro Tempore Don Sedgwick.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE SEDGWICK**ROLL CALL OF CITY COUNCIL MEMBERS**

Attendee Name	Title	Status	Arrived
Barbara D. Kogerman	Mayor	Absent	
Don Sedgwick	Mayor Pro Tempore	Present	
Andrew Blount	Council Member	Absent	
Melody Carruth	Council Member	Present	
Dore J. Gilbert, M.D.	Council Member	Present	

CLOSED SESSION REPORT**A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Mayor Pro Tempore Sedgwick stated that the City Council met in Closed Session this evening to conduct the annual Public Employee Performance Evaluation for the City Manager. No reportable action was taken as a result of tonight's Closed Session meeting.

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

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison Alternate Delaney Horchover.

1.2 Recognition of Nancy Gaggioli on the Occasion of Her Retirement

Recommendation: That the City Council adopt Resolution No. 2016-11-22-1, A Resolution of the City Council of the City of Laguna Hills, California, recognizing Nancy Gaggioli for her service to the City.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Melody Carruth, Council Member
AYES:	Don Sedgwick, Mayor Pro Tempore; Melody Carruth, Council Member; Dore J. Gilbert, M.D., Council Member
ABSENT:	Barbara D. Kogerman, Mayor; Andrew Blount, Council Member

1.3 Certificate of Recognition, Steve Geidt, Saddleback Memorial Medical Center Chief Executive Officer

Recommendation: That Mayor Pro Tempore Sedgwick present a Certificate of Recognition to Steve Geidt, Saddleback Memorial Medical Center Chief Executive Officer.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

Motion to Approve the Consent Calendar

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Melody Carruth, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Don Sedgwick, Mayor Pro Tempore; Melody Carruth, Council Member; Dore J. Gilbert, M.D., Council Member
ABSENT:	Barbara D. Kogerman, Mayor; Andrew Blount, Council Member

3.1 Waive Reading in full of all Ordinances and Resolutions on the Agenda

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

3.2 Approval of Minutes for October 25, 2016, Regular Meeting

Recommendation: That the City Council approve the Minutes of the October 25, 2016, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended November 22, 2016

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,478,584.40.

3.4 Progress Payment No. 2 for Cabot Park Renovation, CIP No. 241-A

Recommendation: That the City Council approve Progress Payment No. 2, in the net amount of \$50,696.75, to Horizons Construction Company for Cabot Park Renovation, CIP No. 241-A.

3.5 Authorization to Advertise for Bids for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175.

3.6 Second Reading and Adoption of an Ordinance Amending and Restating Chapter 4-28 of Title 4 of the Laguna Hills Municipal Code Relating to the Regulation of Massage Establishments

Recommendation: That the City Council adopt Ordinance No. 2016-5, An Ordinance of the City of Laguna Hills, California, amending and restating Chapter 4-28 of Title 4 of the Laguna Hills Municipal Code relating to the regulation of massage establishments.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Pro Tempore Sedgwick recessed the City Council meeting and acting in the capacity of Vice Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California to order at 7:18 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Barbara D. Kogerman	Chair	Absent	
Don Sedgwick	Vice Chair	Present	
Andrew Blount	Agency Member	Absent	
Melody Carruth	Agency Member	Present	
Dore J. Gilbert, M.D.	Agency Member	Present	

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR OCTOBER 25, 2016, REGULAR MEETING**4.3.1 Approval of Minutes for October 25, 2016, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes of the October 25, 2016, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Melody Carruth, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Agency Member
AYES:	Don Sedgwick, Vice Chair; Melody Carruth, Agency Member; Dore J. Gilbert, M.D., Agency Member
ABSENT:	Barbara D. Kogerman, Chair; Andrew Blount, Agency Member

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Site Development Permit (SDPM) No. 5-16-3527, a Request by Alexander + Hibbs AIA, Inc., on Behalf of Saddleback Memorial Medical Center, to Construct a New Central Utilities Plant on the Saddleback Memorial Medical Center Campus at 24451 Health

**Center Drive in the Village Commercial Zone Including Demolition
of the Existing Central Utilities Plant and Associated Site
Improvements**

Community Development Director Chantarangsu briefly reviewed the information provided in the Staff Report and provided a PowerPoint presentation.

Vice Chair Sedgwick opened the Public Hearing.

Rolland Alexander, of Alexander + Hibbs AIA, Inc., spoke in favor of the project.

Andre Torng, a resident of Laguna Woods, inquired about the duration of the construction project.

Vice Chair Sedgwick closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for SDPM No. 5-16-3527; and (2) adopt Resolution No. PA2016-11-22-1, A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit (SDPM) No. 5-16-3527, a request by Alexander + Hibbs AIA, Inc., on behalf of Saddleback Memorial Medical Center, to construct a new central utilities plant on the Saddleback Memorial Medical Center Campus at 24451 Health Center Drive in the Village Commercial Zone including demolition of the existing central utilities plant and associated site improvements.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Melody Carruth, Agency Member
AYES:	Don Sedgwick, Vice Chair; Melody Carruth, Agency Member; Dore J. Gilbert, M.D., Agency Member
ABSENT:	Barbara D. Kogerman, Chair; Andrew Blount, Agency Member

PLANNING AGENCY ADJOURNMENT

Mayor Pro Tempore Sedgwick reconvened the City Council meeting at 7:45 p.m. All Council Members were present with the exception of Mayor Kogerman and Council Member Blount.

5. CITY COUNCIL PUBLIC HEARINGS**5.1 Zoning Text Amendment No. 9-16-3648, an Amendment to Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) Pertaining to Definitions Related to Boarding House Uses in Residential Zones, Including an Exemption from the California Environmental Quality Act (CEQA)**

Community Development Director Chantarangsu briefly reviewed the information provided in the Staff Report and provided a PowerPoint presentation.

Mayor Pro Tempore Sedgwick opened the Public Hearing and upon seeing no one rise closed the Public Hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing; and (2) Introduce for first reading, read by title only, and waive further reading, an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting Zoning Code Text Amendment No. 9-16-3648, Amending Chapter 9-04 (Definitions) By Amending Various Definitions In The Laguna Hills Municipal Code Relating to Boarding House Uses in Residential Zones, including an exemption from the California Environmental Quality Act (CEQA)."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Melody Carruth, Council Member
AYES:	Don Sedgwick, Mayor Pro Tempore; Melody Carruth, Council Member; Dore J. Gilbert, M.D., Council Member
ABSENT:	Barbara D. Kogerman, Mayor; Andrew Blount, Council Member

5.2 Second Reading and Adoption of Ordinances Amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the Building Standards Code with Amendments, and Amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the California Fire Code with Amendments.

Community Development Director Chantarangsu briefly reviewed the information provided in the Staff Report and provided a PowerPoint presentation.

Mayor Pro Tempore Sedgwick opened the Public Hearing.

A representative of the Orange County Fire Authority responded to City Council questions.

Mayor Pro Tempore Sedgwick closed the Public Hearing.

Recommendation: That the City Council, in response to Mayor Pro Tempore Sedgwick's revisions set forth in Attachment C and D, attached to the Staff Report this evening, that the City Council: (1) Reintroduce for first reading, read by title only, and waive further reading of Ordinances entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 of the Laguna Hills Municipal Code (Buildings and Construction) and adopting by reference the 2016 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2016 California Building Code; the 2016 California Mechanical Code; the 2016 California Electrical Code; the 2016 California Plumbing Code; the 2016 California Residential Code; the 2016 California Green Building Standards Code; the 2016 California Energy Code; the 2016 Building Reference Standards Code; and the 2016 California Existing Building Code, together with certain amendments, additions, and deletions thereto" as well as a second Ordinance entitled: "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 2016 Edition of the California Fire Code including Appendices B, BB, C, CC, and H, together with certain amendments, additions, and deletions thereto;" (2) Direct that the revised Ordinances as set forth in Attachments C and D attached hereto be placed on the December 13, 2016, City Council meeting agenda for a Public Hearing, second reading, and adoption; and (3) continue the Public Hearing to December 13, 2016.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Melody Carruth, Council Member
AYES:	Don Sedgwick, Mayor Pro Tempore; Melody Carruth, Council Member; Dore J. Gilbert, M.D., Council Member
ABSENT:	Barbara D. Kogerman, Mayor; Andrew Blount, Council Member

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 Authorization of a 2016 Year-End Performance Compensation Award

Recommendation: That the City Council adopt Resolution No. 2016-11-22-2, A Resolution of the City Council of the City of Laguna Hills, California, Authorizing a 2016 Year-End Performance Compensation Award for all Full-time and Extended Part-time Employees.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Melody Carruth, Council Member
AYES:	Don Sedgwick, Mayor Pro Tempore; Melody Carruth, Council Member; Dore J. Gilbert, M.D., Council Member
ABSENT:	Barbara D. Kogerman, Mayor; Andrew Blount, Council Member

6.2. Assistant City Manager**6.2.1 Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City**

Recommendation: That the City Council adopt Resolution No. 2016-11-22-3, A Resolution of the City Council of the City of Laguna Hills, California, regarding employment and establishing salary ranges and benefits for Management, Confidential, and Part-time classes of employment with the City and rescinding Resolution No. 2015-06-23-2.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Melody Carruth, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Don Sedgwick, Mayor Pro Tempore; Melody Carruth, Council Member; Dore J. Gilbert, M.D., Council Member
ABSENT:	Barbara D. Kogerman, Mayor, Andrew Blount, Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

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

8. CITY COUNCIL MEMBER COMMENTS**Council Member Carruth**

Council Member Carruth reported that Saturday, November 26, 2016, is Small Business Saturday, a day in which local small businesses are celebrated and supported and encouraged Council and staff to participate.

Council Member Carruth also reported that she attended the South Orange County Economic Coalition meeting which focused on transportation issues and reported that the meeting was very well attended.

Mayor Pro Tempore Sedgwick

Mayor Pro Tempore Sedgwick stated that he is proud to be serving as a Board Member of the Orange County Fire Authority Board.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Pro Tempore Sedgwick declared the meeting adjourned at 8:22 PM.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor Pro Tempore

Approved at meeting of December 13, 2016



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Approval of Warrant Register for Period Ended December 13, 2016

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$919,364.98.

ATTACHMENTS:

- Warrant Register 121316



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: DECEMBER 13, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
DECEMBER 13, 2016.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$919,364.98.

SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

12-6-16
DATE

FISCAL IMPACT:

The warrant register total is \$919,364.98.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 12/13/16

3.3.a

Date: 12/03/2016

Time: 10:47 am

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Page:

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8811917	11/17/2016	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 10/9-11/5	7,253.2
8811918	11/17/2016	Printed		A-0327	ASSOCIATION OF CA CITIES -OC	Employee Training, Public Svcs	15.0
8811919	11/17/2016	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Oct '16	25,359.9
8811920	11/17/2016	Printed		C-0455	CNC ENGINEERING	Professional Services, CIP#171	708.9
8811921	11/17/2016	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Sig. Maint, Oct '16	6,226.0
8811922	11/17/2016	Printed		C-0023	COX COMMUNICATION	T-1 Line CC, Signal System, Nov	900.4
8811923	11/17/2016	Printed		D-0461	DATA TICKET, INC.	Processing Fee, Park Cit, Oct	706.7
8811924	11/17/2016	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, Nov	125.6
8811925	11/17/2016	Printed		E-0593	EISENBERG, DALE	Contract Inst Svcs., Aikido	1,060.5
8811926	11/17/2016	Printed		E-0553	ELKINS, CHRISTINA	Contract Inst Svcs., Dance	109.2
8811927	11/17/2016	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Public Svcs, Oct	170.0
8811928	11/17/2016	Printed		K-1197	KNIGHT, EDWARD	Professional Svcs, Com Dev, Oct	3,750.0
8811929	11/17/2016	Printed		M-1552	MARTIN-RUSK, DINA	Contract Instr Svcs, Zumba	492.8
8811930	11/17/2016	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 11/8-12/5	83.1
8811931	11/17/2016	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Oct	5,964.9
8811932	11/17/2016	Printed		O-1525	OCCMA	Meeting Expense, Dec	390.0
8811933	11/17/2016	Printed		O-1528	OCTA	CIP #168, Pacific Park/Oso Sig	6,525.0
8811934	11/17/2016	Printed		C-1003	PARKING VIOLATIONS	Parking Fee Surcharge, Oct	2,635.0
8811935	11/17/2016	Printed		R-1942	REFUND, VEHICLE CITATION	J. Garcia, Cit # LH105191	85.0
8811936	11/17/2016	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	Beach Cities Quilt, V#2003947.0	500.0
8811937	11/17/2016	Printed		R-1889	REFUND, FACILITY RENTAL DEPOSIT	OC Shabe Sher, V# 2006949.002	500.0
8811938	11/17/2016	Printed		R-1967	RUSSELL, RICHARD WYATT	Contract Inst Svcs, Tennis	687.2
8811939	11/17/2016	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, TC, Oct '16	300.6
8811940	11/17/2016	Printed		S-1949	SMART & FINAL	Office & Program Supp. CH & CC	154.6
8811941	11/17/2016	Printed		S-2250	SPARKLETTTS	Operating Supplies, CH, Oct '16	198.7
8811942	11/17/2016	Printed		S-2059	STAPLETON, VIVIAN	Cntr Inst Svcs Early Childhood	563.5
8811943	11/17/2016	Printed		T-2696	TCS NETWORK CONSULTING, INC.	Computer Hardware, Nov '16	50,754.8
8811944	11/17/2016	Printed		U-2162	UNIVERSAL PROTECTION SECURITY	Security Camera Maint, CC	280.0
8811945	11/17/2016	Printed		U-2163	USA DANCE, INC., OC CHAP #4018	Contract Inst Svcs, Dancing	196.0
8811946	11/17/2016	Printed		W-2443	W. D. REPAIRS	Irrigation Repairs, Nov '16	1,808.3
8811947	11/17/2016	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Oct '16	2,513.5
8811948	11/17/2016	Printed		W-2441	WEST COAST MOVEMENT PROJECT,	Contract Inst Svcs., Dance	105.0
8811949	11/17/2016	Printed		W-2300	WHITE, DONALD	Travel Reimb, ERMA, Nov '16	7.8
8811950	11/21/2016	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, Pub Svcs, Oct	10,000.0
8811951	11/23/2016	Printed		A-0363	ACCELA, INC.	Agenda Software, Nov '16	1,512.0
8811952	11/23/2016	Printed		A-0309	AT&T- CALNET 2	Traffic Signal, PS, Nov '16	18.5
8811953	11/23/2016	Printed		C-0412	C&D ELECTRIC, INC.	Park Repairs, Pub Svcs, Nov	1,805.1
8811954	11/23/2016	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Oct	2,234.0
8811955	11/23/2016	Printed		C-1177	CANON FINANCIAL SERVICES, INC.	Lease - Copier, Gen Gov, Nov	221.4
8811956	11/23/2016	Printed		C-1179	CANON SOLUTIONS AMERICA	Gen Gov Copier Usage, Aug-Oct	312.9
8811957	11/23/2016	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Computer, Office&Operating Sup	370.6
8811958	11/23/2016	Printed		E-0600	EWING IRRIGATION PRODUCTS, INC	Irrigation Supplies, Pub Svcs	168.7
8811959	11/23/2016	Printed		H-0943	HENRY, LUCIA	Contract Inst Svcs, Ceramics	387.1
8811960	11/23/2016	Printed		H-0934	HOME DEPOT	Program Supplies, CS, Oct	397.7
8811961	11/23/2016	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Professional Svcs, CIP # 241	10,290.8
8811962	11/23/2016	Printed		J-1057	JAMEY CLARK, INC.	Park Repair & Graffiti Removal	1,708.6
8811963	11/23/2016	Printed		J-1071	JCTEES.COM CORPORATION	Special Events, Gen Gov	2,845.0
8811964	11/23/2016	Printed		C-0448	LUCY, STEVEN	Program Expense, CS, 12/16/16	550.0
8811965	11/23/2016	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	409.4

Attachment: Warrant Register 121316 (1152 : Approval of Warrant Register for Period Ended December 13, 2016)

Check Register Report

3.3.a

Warrant Register 12/13/16

Date: 12/05/2016

Time: 10:47 am

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8811966	11/23/2016	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Pub Svcs	4,504.0
8811967	11/23/2016	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies	342.6
8811968	11/23/2016	Printed		P-1789	PRIORITY MAILING SYSTEMS, LLC	Mailing Machine Supplies, Nov	269.1
8811969	11/23/2016	Printed		R-1830	RALPHS GROCERY COMPANY	Program Expense, CS, Oct-Nov	147.2
8811970	11/23/2016	Printed		R-1939	REYES, JANICE MATEO	Petty Cash Replenishment, Nov	1,125.9
8811971	11/23/2016	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Nov '16	1,168.5
8811972	11/23/2016	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Nov '16	1,237.8
8811973	11/23/2016	Printed		S-2250	SPARKLETTS	Operating Supplies, CS, Nov 16	73.4
8811974	11/23/2016	Printed		V-2251	VIZUAL SYMPHONY, INC.	Hardware, Security Camera, CS	5,974.7
8811975	11/23/2016	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Oct '16	10,278.1
8811976	11/23/2016	Printed		W-2441	WEST COAST MOVEMENT PROJECT,	Contract Inst Svcs., Dance	105.0
8811977	11/23/2016	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Oct	207.2
8811978	11/23/2016	Printed		R-1801	WOODRUFF, SPRADLIN & SMART	Professional Svcs, Legal, Oct	30,801.7
8811979	11/30/2016	Printed		H-0956	HASTON, JAMES	Travel Advance, MMASC, Dec '16	377.0
8811980	11/30/2016	Printed		H-0957	HORIZONS CONSTRUCTION CO, INT'	Progress Payment #3, CIP#241A	87,520.6
8811981	11/30/2016	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Dec'16	620,867.3

Total Checks: 65

Checks Total (excluding void checks): 919,364.9

Total Payments: 65

Bank Total (excluding void checks): 919,364.9

Total Payments: 65

Grand Total (excluding void checks): 919,364.9

Attachment: Warrant Register 121316 (1152 : Approval of Warrant Register for Period Ended December 13, 2016)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: M2 Expenditure Report for the Fiscal Year Ended June 30, 2016

RECOMMENDATION: That the City Council: (1) approve the Measure M2 Expenditure Report for the Fiscal Year ended June 30, 2016, for submittal to OCTA; and (2) adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the Measure M2 Expenditure Report for the City of Laguna Hills for Fiscal Year ending June 30, 2016."

SUMMARY:

With the passage of Renewed Measure M (M2), local agencies must demonstrate eligibility and follow 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, 2016, and adopt the attached Resolution for submittal to OCTA, as required by Measure M2 Local Transportation Authority Ordinance No. 3.

BACKGROUND:

On November 7, 2006, the Orange County voters approved the renewal of the Measure M one-half cent sales tax for transportation improvements. This renewal plan is

M2 Expenditure Report FY 15/16

December 13, 2016

Page 2

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 new 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:

Historically, Measure M provides approximately \$500,000 of annual revenues to the City for street maintenance purposes. Failure to submit the M2 Annual Expenditure Report could suspend or delay M2 funding.

ATTACHMENTS:

- Resolution M2 Expenditure Report FY15-16
- M2 Expenditure Report FY 15-16

RESOLUTION NO. 2016-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, CONCERNING THE
MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF
LAGUNA HILLS FOR FISCAL YEAR ENDING
JUNE 30, 2016

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

WHEREAS, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction which satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority (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 Measure 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 M2 Expenditure Report Template provided in the Renewed Measure M 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 for 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, 2016.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2016.

_____, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2016-12-13-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 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

M2 Expenditure Report
Fiscal Year Ended June 30, 2016
Beginning and Ending Balances

Description	Line No.	Amount
Balances at Beginning of Fiscal Year		
M2 Fair Share	1	
M2 Fair Share Interest	2	
M2 CTFP	3	
M2 CTFP Interest	4	
Other M2 Funding	5	\$ 59,762
Other M2 Interest	6	
Other* TDA Backfill	7	\$ 13,347
Balances at Beginning of Fiscal Year (Sum Lines 1 to 7)	8	\$ 73,109
Monies Made Available During Fiscal Year	9	\$ 696,055
Total Monies Available (Sum Lines 8 & 9)	10	\$ 769,164
Expenditures During Fiscal Year	11	\$ 699,345
Balances at End of Fiscal Year		
M2 Fair Share	12	
M2 Fair Share Interest	13	
M2 CTFP	14	
M2 CTFP Interest	15	
Other M2 Funding	16	\$ 54,843
Other M2 Interest	17	
Other*	18	\$ 14,976

* Please provide a specific description

CTFP - Comprehensive Transportation Funding Programs

Attachment: M2 Expenditure Report FY 15-16 (1148 : M2 Expenditure Report FY 15/16)

M2 Expenditure Report

Fiscal Year Ended June 30, 2016

Sources and Uses

Description	Line No.	Amount
Revenues:		
M2 Fair Share	1	\$ 546,632
M2 Fair Share Interest	2	\$ 1,409
M2 CTFP (Project O)	3	
M2 CTFP Interest	4	
Other M2 Funding**	5	\$ 146,088
Other M2 Interest	6	\$ 298
Other* TDA Backfill	7	\$ 1,629
TOTAL REVENUES (Sum lines 1 to 7)	8	\$ 696,056
Expenditures:		
M2 Fair Share	9	\$ 546,632
M2 Fair Share Interest	10	\$ 1,409
M2 CTFP (Project O)	11	
M2 CTFP Interest	12	
Other M2 Funding**	13	\$ 151,006
Other M2 Interest	14	\$ 298
Other*	15	
TOTAL EXPENDITURES (Sum lines 9 to 15)	16	\$ 699,345
TOTAL BALANCE (Subtract line 16 from 8)	17	\$ (3,289)

* Please provide a specific description

** Please provide breakdown of "Other M2 Funding". Other M2 Funding includes funding received and/or funds expended by Local Agencies from any other M2 program besides Project O (Regional Capacity Program) and Project Q (Local Fair Share Program).

Revenues				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ 42,404.92	\$ -	\$ 42,404.92
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 33,746.59	\$ 297.95	\$ 34,044.54
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ 69,936.00	\$ -	\$ 69,936.00
Total		\$ 146,087.51	\$ 297.95	\$ 146,385.46

Expenditures				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ 42,404.92	\$ -	\$ 42,404.92
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 38,665.47	\$ 297.95	\$ 38,963.42
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ 69,936.00	\$ -	\$ 69,936.00
Total		\$ 151,006.39	\$ 297.95	\$ 151,304.34

M2 Expenditure Report
Fiscal Year Ended June 30, 2016
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	*MOE	+ Developer / Impact Fees	M2 Fair Share	M2 Fair Share Interest	M2 CTFP	M2 CTFP Interest	Other M2	Other M2 Interest	Other	TOTAL
Administration (Indirect & Overhead)	1	\$ 424,473						\$ 38,665	\$ 298		\$ 463,436
Construction & Right-of-Way											
New Street Construction	2										\$ -
Street Reconstruction	3	\$ 15,084									\$ 15,084
Signals, Safety Devices, & Street Lights	4							\$ 42,405			\$ 42,405
Pedestrian Ways & Bikepaths	5										\$ -
Storm Drains	6	\$ 232,175						\$ 69,936			\$ 302,111
Storm Damage	7										\$ -
Total Construction¹	8	247,259	-	-	-	-	-	112,341	-	-	\$ 359,600
Right of Way Acquisition	9										\$ -
Total Construction & Right-of-Way	10	247,259	-	-	-	-	-	112,341	-	-	\$ 359,600
Maintenance											
Patching	11										\$ -
Overlay & Sealing	12	\$ 48,869									\$ 48,869
Street Lights & Traffic Signals	13	\$ 588,399									\$ 588,399
Storm Damage	14										\$ -
Other Street Purpose Maintenance	15	120,585		546,632	1,409						\$ 668,626
Total Maintenance¹	16	757,853	-	546,632	1,409	-	-	-	-	-	\$ 1,305,894
Other	17	37,517									\$ 37,517
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 1,467,102	\$ -	\$ 546,632	\$ 1,409	\$ -	\$ -	\$ 151,006	\$ 298	\$ -	\$ 2,166,447

* Local funds used to satisfy maintenance of effort (MOE) requirements

+ Transportation related only

¹ Includes direct charges for staff time

M2 Expenditure Report

Fiscal Year Ended June 30, 2016

I certify that 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 and all the information attached herein is true and accurate to the best of my knowledge:

Donald J White

Director of Finance (Print Name)

Date

Signature _____

Attachment: M2 Expenditure Report FY 15-16 (1148 : M2 Expenditure Report FY 15/16)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Director of Public Services/City Engineer
ISSUE: Progress Payment No. 3 for Cabot Park Renovation, CIP No. 241-A

RECOMMENDATION: That the City Council approve Progress Payment No. 3, in the net amount of \$87,520.65, to Horizons Construction Company for Cabot Park Renovation, CIP No. 241-A.

SUMMARY:

Work on the Cabot Park Renovation, CIP No. 241-A, began on September 26, 2016, and is being performed by Horizons Construction Company. Work performed in November included remove and replace equestrian fencing and railing, repair and paint metal handrails, purchase and installation of wood backstops and padding, and remove and replace play area resilient surfacing. The contractor has submitted the third progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, Horizons Construction Company, has submitted the third progress payment for the subject project as follows:

Progress Payment No. 3 for Cabot Park Renovation, CIP No. 241-A

December 13, 2016

Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
2	Remove and replace equestrian fence post (12" x 12")	2	EA	\$70.00	\$140.00
3	Remove and replace equestrian fence post (4" x 6")	14	EA	\$20.00	\$280.00
4	Remove and replace equestrian fence rail (2" x 6" x 8")	768	EA	\$9.00	\$6,912.00
5	Purchase and install wood backstops complete	2	EA	\$500.00	\$1,000.00
6	Purchase and install wood backstops padding complete	50	LF	\$24.00	\$1,200.00
7	Repair damaged metal handrails	1	LS	\$7,500.00	\$7,500.00
8	Prep and paint existing ramp handrail	300	LF	\$2.50	\$750.00
10	Prep and paint existing guardrail	79	LF	\$5.00	\$395.00
20	Remove and replace play area resilient surfacing	2,958	SF	\$25.00	\$73,950.00

TOTAL TO DATE	\$183,052.00	
LESS PRIOR BILLING	\$90,925.00	
TOTAL THIS PERIOD	\$92,127.00	\$92,127.00
LESS 5% RETENTION		\$(4,606.35)
DUE		\$87,520.65

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Cabot Park Renovation, CIP No. 241-A.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk

ISSUE: Second Reading and Adoption of an Ordinance Approving and Adopting Amendments to Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) Pertaining to Definitions Related to Boarding House Uses in Residential Zones, Including an Exemption from the California Environmental Quality Act (CEQA)

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting Zoning Code Text Amendment No. 9-16-3648, Amending Chapter 9-04 (Definitions) by Amending Various Definitions in the Laguna Hills Municipal Code Relating to Boarding House Uses in Residential Zones, including an Exemption from the California Environmental Quality Act (CEQA)."

SUMMARY:

This Ordinance will adopt Zoning Code Text Amendment No. 9-16-3648, amending Chapter 9-04 of Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) pertaining to definitions relating to boarding house uses in Residential Zones. Zoning Code Text Amendment No. 9-16-3648 updates definitions within the City's Zoning Code relating to group living type uses to conform them with state law and court decisions.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 3-0-2 (Council Member Blount and Mayor Kogerman absent). It is in order to adopt the Ordinance.

Second Reading and Adoption of Ordinance Amending Title 9 of LHMC

December 13, 2016

Page 2

ATTACHMENTS:

- Proposed Ordinance Chp. 9-04 Boarding House Definitions
- November 22, 2016 Introduction to Ordinance Staff Report & Attachments

ORDINANCE NO. 2016-12-13-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. 9-16-3648, AMENDING CHAPTER 9-04 (DEFINITIONS) BY AMENDING VARIOUS DEFINITIONS IN THE LAGUNA HILLS MUNICIPAL CODE RELATING TO BOARDING HOUSE USES IN RESIDENTIAL ZONES, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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

WHEREAS, the purpose of this Ordinance is to update existing defined terms in the City of Laguna Hills Zoning Code to comport with case law and further the original intent of the Zoning Code to minimize the impact of boarding house uses on the residential character of neighborhoods in the City in order to protect and promote the public health, safety, and general welfare; and

WHEREAS, in furtherance of this objective, the City Council of the City of Laguna Hills hereby finds and determines that:

(a) The City of Laguna Hills has for a long time regulated boarding house type uses in residential neighborhoods due to negative secondary impacts arising out of these non-typical residential uses, prohibiting them in some residential neighborhoods, while permitting them with a conditional use permit in other residential neighborhoods. In some non-residential zones boarding houses are permitted with a site development permit. Over the years the City's definitions relating to the regulation of boarding house uses have become outdated and potentially difficult to enforce due to subsequently adopted state and federal laws, as well as case law decisions, relating to a local agency's regulation of boarding house uses.

(b) The purposes and intent of this Ordinance are to update the Zoning Code's definitions relating to boarding house uses to comport with these legal trends and to ensure that the original intent of the Zoning Code relating to boarding house uses can be enforced. The Ordinance will not alter permissible land uses or their density or change the manner in which boarding houses are regulated.

(c) This Ordinance furthers the City of Laguna Hills General Plan including, Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses.

(d) This Ordinance is enacted pursuant to the City's valid exercise of its police power pursuant to Article 11, Section 7 of the California Constitution; and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the Laguna Hills Municipal Code; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on November 22, 2016.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Title 14, Chapter 3, Section 15305 also applies (minor alterations in land use limitations) since the Ordinance will not result in any changes to land use or density. Zoning Code Text Amendment No. 9-16-2648 will not result in any changes to the environment but merely modifies definitions pertaining to boarding houses in the zoning code.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by revising Chapter 9-04 (Definitions) by revising the following definitions to read as follows:

““Boarding house” means a residence other than hotel or single family housekeeping unit, wherein three or more rooms are rented under three or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the residence. Meals and lodging may be provided as part of the compensation paid by the tenants, as well as personal and financial services.”

““Community care facility” means any state licensed facility, place or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children and/or adults including but not limited to the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. A Community care facility may also include Family Day Care Homes and Day care centers. Chapter 9-64 of this title contains a list of such facilities.”

““Dwelling unit” means one or more rooms, designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single family housekeeping unit.”

““Supportive housing” shall have the same definition as provided in Health and Safety Code Section 50675.14 and as it may be amended, wherein it means housing with no limit on length of stay that is occupied by the target population, and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community.”

““Transitional housing” and/or “transitional housing development” shall have the same definitions as provided in Health and Safety Code Section 50675.2 and as it may be amended, wherein it means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.”

SECTION 4. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by adding the following definition to Chapter 9-04 (Definitions) to read as follows:

““Single Family Housekeeping Unit” means two or more occupants of a dwelling unit wherein the occupants have established ties and familiarity with each other, jointly use common areas, interact with each other, travel together, share meals, household activities, expenses and responsibilities, occupancy of the dwelling unit is stable as opposed to transient, adult occupants of the dwelling unit have control over who becomes an occupant in the dwelling unit, the adult occupants of the dwelling unit set their own rules for dwelling therein and have chosen to jointly occupy the entire premise of the dwelling unit.”

SECTION 5. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by revising Chapter 9-04 (Definitions) by deleting the definition of “Household” in its entirety.

SECTION 6. This Ordinance shall take effect on January 13, 2017, the 31st day following the adoption of this Ordinance by the City Council.

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

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

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in

the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2016.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Ordinance No. 2016-x

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2016-__ was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 22nd day of November 2016, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 13th day of December 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

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

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

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

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. 9-16-3648, AMENDING CHAPTER 9-04 (DEFINITIONS) BY AMENDING VARIOUS DEFINITIONS IN THE LAGUNA HILLS MUNICIPAL CODE RELATING TO BOARDING HOUSE USES IN RESIDENTIAL ZONES, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

on the 2nd day of December 2016, was published in summary in the Saddleback Valley News and on the 23rd day of December 2016, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 23rd day of November 2016, and the 14th day of December 2016, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California



City of Laguna Hills
City Council/Planning Agency
Staff Report

DATE: November 22, 2016
TO: Mayor and Council Members
FROM: David Chantarangsu
Community Development Director
ISSUE: Zoning Text Amendment No. 9-16-3648, an Amendment to Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) Pertaining to Definitions Related to Boarding House Uses in Residential Zones, Including an Exemption from the California Environmental Quality Act (CEQA)

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing; and (2) Introduce for first reading, read by title only, and waive further reading, an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Adopting Zoning Code Text Amendment No. 9-16-3648, Amending Chapter 9-04 (Definitions) By Amending Various Definitions In The Laguna Hills Municipal Code Relating To Boarding House Uses In Residential Zones, including an exemption From the California Environmental Quality Act (CEQA)."

SUMMARY:

Zoning Text Amendment No. 9-16-3648 (ZTA9-16-3648) updates definitions within the City's Zoning Code relating to group living type uses to conform them with state law and court decisions and enhance the City's ability to regulate such uses consistent with the City's General Plan and Zoning Code.

BACKGROUND:

The Community Development Director and the City Attorney's Office reviewed the Zoning Code to determine if the definitions contained therein were sufficiently current to enable the City to enforce existing provisions relating to boarding house type uses in residential zones. Boarding house uses can have negative secondary impacts, especially in single-family residential neighborhoods. One secondary impact is that the typical

Zoning Text Amendment No. 9-16-3648 - Boarding House Definitions
November 22, 2016
Page 2

nature of a boarding house is that it houses larger numbers of adults than the typical residential dwelling unit, which can mean more cars which in turn creates more parking demand and traffic than the typical residential use. Because boarding houses generally house more individuals than the typical residential use they often generate more noise. Boarding house residents are often transient in nature renting out rooms or even beds on a weekly basis. Due to this, neighbors often do not know who does or doesn't live in the boarding house unit and thus have no idea whether the person should be at the house, which could result in more crime. A boarding house is especially inconsistent with the character of single-family residential neighborhoods, which often house families with children and generally have long-term residents who own the home and get to know each other.

Due to court challenges and changes in the law, the City's ability to regulate who may or may not live in a single family residential unit and to define what constitutes a single family for purposes of occupancy has been limited. The Zoning Code itself does not specifically define a single family. While courts have acknowledged a city's ability to preserve the residential character of neighborhoods and to distinguish between residential and commercial uses such as hotels and group living, some reasonable accommodations for group living type uses, especially for the disabled, are required by state and federal law. ZTA-9-16-3468 would update various definitions with the City's Zoning Code to more align them with these laws and court decisions.

The Zoning Code permits boarding houses in many residential districts. They are permitted in medium low, medium, and high density residential districts with a conditional use permit and in the mixed use, office professional, freeway commercial, and community commercial districts with a site development permit. Boarding houses are not permitted within the estate residential, low density residential and planned community residential districts. ZTA-9-16-3648 proposes no changes to where boarding houses are permitted. It should be noted; however, that the City is required by state law to permit certain state-licensed group home uses that care for six or fewer individuals who are considered "disabled" (as defined by state and federal law) in all residential zones. ZTA-9-16-3648 updates definitions of boarding house uses such as state-licensed community care facilities and supportive housing by specifically noting that to qualify as such they must be state licensed and by referring to definitions within state law itself.

ZTA-9-16-3648 amends the Zoning Code's current definition of Boarding House, which is in part a "dwelling unit or part thereof in which, for compensation, lodging and meals are provided..." From an enforcement standpoint this definition is of little assistance.

Read one way, it could describe just about any rental unit in that lodging for compensation is by definition renting. Read another way, to constitute a boarding house both lodging and meals would have to be provided. The vast majority of boarding house uses do not provide meals. The definition further provides no threshold for how many separate boarders there are before a typical rental unit morphs into a boarding house use. The new definition provides for a threshold of three rental agreements, whether written or oral, which would turn a typical rental unit into a boarding house. Thus, an owner of a home in the typical single family residential area could rent a home to two different persons or families, but not three, without constituting a boarding house and when permitted requiring a conditional use permit.

ZTA-9-16-3648 would add a definition for single family housekeeping unit. The Zoning Code currently has a definition for "family" which states in part that it is a group of individuals living together as a "single housekeeping unit," but does not in turn have a definition for single housekeeping unit. The proposed definition is consistent with the current definition of "family," but also further defines it in a manner that the courts have supported. The essential distinction of a single family housekeeping unit from a boarding house use is that the former typically consists of a group of individuals that chose to live together, are often related; they share meals, expenses, and responsibilities; and membership and residency is relatively stable. People who reside in boarding houses generally do not share meals and expenses, choose with whom they reside, establish long-term relationships, and are transient in nature.

ZTA-9-16-3648 does not specifically address sober living facilities, which has been a topic of concern in some City neighborhoods and which even under the current definitions would be considered a boarding house use. With the new definition of boarding house and single family housekeeping unit, code enforcement will have a better foundation for regulating such uses. However, most sober living facilities are considered to be providing housing for disabled individuals. As such, state and federal laws would likely require the City to provide some form of reasonable accommodation or relief from its Zoning Code for sober living facilities, including permitting them to some degree in residential districts where boarding house uses are otherwise prohibited.

CEQA FINDINGS:

The City Council of the City of Laguna Hills hereby finds and determines that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections

Zoning Text Amendment No. 9-16-3648 - Boarding House Definitions

November 22, 2016

Page 4

15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Title 14, Chapter 3, Section 15305 (minor alterations in land use limitations) also applies since the Ordinance will not result in any changes in land use or density. The Ordinance makes minor changes to the definition of several terms within the City's Zoning Code to conform them to state law and court decisions and enhance the City's ability to regulate such uses consistent with the City's General Plan and Zoning Code as they currently exist. Zoning Code Text Amendment No. 9-16-2648 does not result in any changes to the environment but merely modifies definitions pertaining to boarding houses in the zoning code.

FISCAL IMPACT:

The Ordinance will result in changes to definitions associated with boarding homes which will not result in any fiscal impacts.

ATTACHMENTS:

- Attachment 1 - Ordinance



Attachment 1 – Ordinance

ORDINANCE NO. 2016 -

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING CODE TEXT AMENDMENT NO. 9-16-3648, AMENDING CHAPTER 9-04 (DEFINITIONS) BY AMENDING VARIOUS DEFINITIONS IN THE LAGUNA HILLS MUNICIPAL CODE RELATING TO BOARDING HOUSE USES IN RESIDENTIAL ZONES, INCLUDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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

WHEREAS, the purpose of this Ordinance is to update existing defined terms in the City of Laguna Hills Zoning Code to comport with case law and further the original intent of the Zoning Code to minimize the impact of boarding house uses on the residential character of neighborhoods in the City in order to protect and promote the public health, safety, and general welfare; and

WHEREAS, in furtherance of this objective, the City Council of the City of Laguna Hills hereby finds and determines that:

(a) The City of Laguna Hills has for a long time regulated boarding house type uses in residential neighborhoods due to negative secondary impacts arising out of these non-typical residential uses, prohibiting them in some residential neighborhoods, while permitting them with a conditional use permit in other residential neighborhoods. In some non-residential zones boarding houses are permitted with a site development permit. Over the years the City's definitions relating to the regulation of boarding house uses have become outdated and potentially difficult to enforce due to subsequently adopted state and federal laws, as well as case law decisions, relating to a local agency's regulation of boarding house uses.

(b) The purposes and intent of this Ordinance are to update the Zoning Code's definitions relating to boarding house uses to comport with these legal trends and to ensure that the original intent of the Zoning Code relating to boarding house uses can be enforced. The Ordinance will not alter permissible land uses or their density or change the manner in which boarding houses are regulated.

(c) This Ordinance furthers the City of Laguna Hills General Plan including, Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses.

(d) This Ordinance is enacted pursuant to the City's valid exercise of its police power pursuant to Article 11, Section 7 of the California Constitution; and

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the Laguna Hills Municipal Code; and

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on November 22, 2016.

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

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

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Title 14, Chapter 3, Section 15305 also applies (minor alterations in land use limitations) since the Ordinance will not result in any changes to land use or density. Zoning Code Text Amendment No. 9-16-2648 will not result in any changes to the environment but merely modifies definitions pertaining to boarding houses in the zoning code.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by revising Chapter 9-04 (Definitions) by revising the following definitions to read as follows:

““Boarding house” means a residence other than hotel or single family housekeeping unit, wherein three or more rooms are rented under three or more separate written or oral rental agreements, leases or subleases or combination thereof, whether or not the owner, agent or rental manager resides within the residence. Meals and lodging may be provided as part of the compensation paid by the tenants, as well as personal and financial services.”

““Community care facility” means any state licensed facility, place or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children and/or adults including but not limited to the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children. A Community care facility may also include Family Day Care Homes and Day care centers. Chapter 9-64 of this title contains a list of such facilities.”

““Dwelling unit” means one or more rooms, designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single family housekeeping unit.”

““Supportive housing” shall have the same definition as provided in Health and Safety Code Section 50675.14 and as it may be amended, wherein it means housing with no limit on length of stay that is occupied by the target population, and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community.”

““Transitional housing” and/or “transitional housing development” shall have the same definitions as provided in Health and Safety Code Section 50675.2 and as it may be amended, wherein it means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.”

SECTION 4. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by adding the following definition to Chapter 9-04 (Definitions) to read as follows:

““Single Family Housekeeping Unit” means two or more occupants of a dwelling unit wherein the occupants have established ties and familiarity with each other, jointly use common areas, interact with each other, travel together, share meals, household activities, expenses and responsibilities, occupancy of the dwelling unit is stable as opposed to transient, adult occupants of the dwelling unit have control over who becomes an occupant in the dwelling unit, the adult occupants of the dwelling unit set their own rules for dwelling therein and have chosen to jointly occupy the entire premise of the dwelling unit.”

SECTION 5. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions) is hereby amended by revising Chapter 9-04 (Definitions) by deleting the definition of “Household” in its entirety.

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

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

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

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published

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

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

BARBARA KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

Ordinance No. 2016-x

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: 2017 City Council Meeting Schedule

RECOMMENDATION: That the City Council adopt the proposed calendar for 2017.

SUMMARY:

In order to facilitate preparation and delivery of agendas, as well as to provide adequate time for City Council Members and staff to plan schedules, it is helpful to review the meeting schedule for the upcoming calendar year. Attached is the proposed calendar for 2017. 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 a meeting arises.

In reviewing the calendar for 2017, please note the following:

- The second meeting in July, first meeting in August, and second meeting in December are dark.
- There is an additional meeting included in this upcoming year's schedule on January 17, 2017, to allow for Commission interviews.
- There are a few budget preparation meetings included within this calendar that should be noted. Three budget study sessions have been included in this schedule and will take place during the regularly scheduled City Council meeting. Additionally, a City Council workshop has been scheduled for Saturday, March 11, 2017.

2017 City Council Meeting Schedule

December 13, 2016

Page 2

-
- Saddleback Unified School District February Recess is February 17-20, 2017, and Spring Recess is April 10-14, 2017.

ATTACHMENTS:

- Proposed Calendar for 2017

CALENDAR FOR 2017

January 2, 2017	New Year's Day Holiday Observed City Hall Closed
January 10, 2017	Regular City Council/Planning Agency Meeting
January 17, 2017 (@ 4 PM)	Adjourned Regular City Council Meeting Commission Interviews
January 24, 2017	Regular City Council/Planning Agency Meeting (if needed)
February 14, 2017	Regular City Council/Planning Agency Meeting Public Improvement Corp
February 20, 2017	Presidents Day Holiday City Hall Closed
February 28, 2017	Regular City Council/Planning Agency Meeting (if needed)
March 11, 2017 (@ 9 AM)	Adjourned Regular City Council Meeting City Council Workshop
March 14, 2017	Regular City Council/Planning Agency Meeting
March 28, 2017	Regular City Council/Planning Agency Meeting (if needed)
April 11, 2017	Regular City Council/Planning Agency Meeting
April 25, 2017	Regular City Council/Planning Agency Meeting CIP Budget Study Session
May 9, 2017	Regular City Council/Planning Agency Meeting
May 23, 2017	Regular City Council/Planning Agency Meeting Operating Budget Study Session
May 29, 2017	Memorial Day Holiday City Hall Closed
June 13, 2017	Regular City Council/Planning Agency Meeting Budget Adoption Public Hearing

Calendar for 2017

June 27, 2017	Regular City Council/Planning Agency Meeting (if needed)
July 4, 2017	City's Fourth of July Celebration City Hall Closed
July 11, 2017	Regular City Council/Planning Agency Meeting
July 25, 2017	Regular City Council/Planning Agency Meeting Dark Meeting
August 08, 2017	Regular City Council/Planning Agency Meeting Dark Meeting
August 22, 2017	Regular City Council/Planning Agency Meeting
September 4, 2017	Labor Day Holiday City Hall Closed
September 12, 2017	Regular City Council/Planning Agency Meeting
September 13-September 15	League of California Cities Conference Sacramento, California
September 26, 2017	Regular City Council/Planning Agency Meeting (if needed)
October 10, 2017	Regular City Council/Planning Agency Meeting
October 24, 2017	Regular City Council/Planning Agency Meeting (if needed)
November 10, 2017	Veteran's Day Holiday Observed City Hall Closed
November 14, 2017	Regular City Council/Planning Agency Meeting
November 23-24, 2017	Thanksgiving Holiday City Hall Closed

Calendar for 2017

November 28, 2017	Regular City Council/Planning Agency Meeting (if needed)
December 12, 2017	Regular City Council/Planning Agency Meeting
December 25, 2017	Christmas Holiday Observed City Hall Closed
December 26, 2017	Regular City Council/Planning Agency Meeting Dark Meeting



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/City Clerk
ISSUE: Updating Designation of Assistant and Deputy City Attorneys

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, amending Section 3 of Resolution No. 2005-11-22-2 regarding the designation of Assistant and Deputy City Attorneys."

SUMMARY:

Chapter 2-20 of the Laguna Hills Municipal Code establishes the office of City Attorney. 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. Resolution No. 2005-11-22-2 appointed the City Attorney, authorized the execution of a Retainer Agreement with the law firm of Woodruff, Spradlin & Smart, and designated certain attorneys within the law firm to serve as Assistant and Deputy City Attorneys. Staff 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. 2016-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION 3 OF RESOLUTION NO. 2005-11-22-2 REGARDING THE DESIGNATION OF ASSISTANT AND DEPUTY CITY ATTORNEYS

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, on November 22, 2005, the City Council adopted Resolution No. 2005-11-22-2 appointing the City Attorney, authorizing execution of a Retainer Agreement with the law firm of Woodruff, Spradlin & Smart, and designating certain attorneys within the firm as Assistant and Deputy City Attorneys; 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. Section 3 of Resolution No. 2005-11-22-2 is hereby amended in its entirety to read as follows:

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:

Craig C. Farrington
Joseph W. Forbath
Douglas C. Holland
Omar Sandoval
Daniel K. Spradlin
Caroline A. Byrne
David E. Kendig
James M. Donich

Deputy City Attorneys:

M. Lois Bobak
Patrick M. Desmond
James H. Eggart
Laura A. Morgan
Barbara Raileanu
Jason McEwen
Magdalena Lona-Wiant
Alyson C. Suh
Bobbie Kraus
Esther Lin
Ricia Hager
Steve Rader
David DeBerry
Cynthia Kole
Brian Moore
Cassie Trapesonian
Greg Bullard
Keith Dobyns
Kendra Carney
Mark Monachino
Meghan Nihan
Michael Daudt
Michael Tam
Gary Weisberg
Mike Cava
Michael Valdez
Myles Couch
Nick Hutchins

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2016.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2016-12-13-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 2016, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Assistant to the City Manager/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 in the Laguna Hills Branch Technology Library in accordance with 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, 2016.

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, 2016

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 takes action to affirm the list, a copy of the list will be posted in the Laguna Hills Branch Technology Library at the Community Center.

ATTACHMENTS:

- Local Appointments List



LOCAL APPOINTMENTS LIST
Ongoing Commissions, Boards, and Committees
(Pursuant to Government Code Section 54972 et seq.)

Parks and Recreation Commission

Established by: Resolution No. 92-04-14-5
Amended by Resolution No. 96-02-13-1
Amended by Resolution No. 2005-09-13-1
Amended by Resolution No. 2006-01-10-1
Amended by Resolution No. 2009-08-25-4

Number of Members: Five

Term of Office: Four-Year Staggered Terms

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

Incumbents	Date Appointed	Date of Oath	Date Term Expires
Daniel Cooper	01/18/2003	01/28/2003	01/31/2019
Victoria Auer	02/05/2013	02/26/2013	01/31/2017
Richard Nagle	02/05/2013	02/26/2013	01/31/2017
Chris Mackey	03/12/2013	03/26/2013	01/31/2019
Maya Douglas	01/27/2015	02/04/2015	01/31/2019

Traffic Commission

Established by: Resolution No. 92-02-25-4
Amended by Resolution No. 96-04-23-2
Amended by Resolution No. 2005-09-13-2

Number of Members: Five

Term of Office: Four-Year Staggered Terms

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

Incumbents	Date Appointed	Date of Oath	Date Term Expires
Mike Caputo	02/05/2013	02/26/2013	01/31/2017
Stephen Beeuwsaert	02/05/2013	02/26/2013	01/31/2017
Larry Woodruff	05/12/2015	05/15/2015	01/31/2017
Mark Jones	01/27/2015	02/10/2015	01/31/2019
Greg Staar	01/27/2015	02/10/2015	01/31/2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Tyler Technologies Incode Financial Software and Tyler Technologies Energov 9 Permitting and Land Management Software Agreements

RECOMMENDATION: That the City Council: (1) Approve Tyler Technologies, Inc.'s License and Services Agreement for Tyler Technologies, Inc.'s Incode Financial Management Software and authorize the City Manager to execute the Agreement; and (2) Approve Tyler Technologies, Inc.'s License and Services Agreement for Tyler Technologies Inc.'s Energov 9 Permitting and Land Management Software and authorize the City Manager to execute the Agreement.

SUMMARY:

Staff is recommending that two of its primary software applications (Energov Desktop 9 and Fundbalance) be upgraded with new software. The Community Development Department uses Energov Desktop 9 for its land management and permitting software system, and the Finance Department uses Fundbalance to manage and support the City's financials. Both of these applications are owned and supported by Tyler Technologies, Inc. It is recognized that migrating to new software will bring these applications to the latest web-based software technology, enhance public access, and improve staff efficiencies. Tyler Technologies, Inc. provides software solutions as upgrades to the City's existing applications with its Energov Enterprise software product and its Incode financial software product. Staff recommends that our current applications are replaced with these two new software applications.

BACKGROUND:

City of Laguna Hills staff use several software applications to facilitate the operations of the City. In particular, one of these applications is Fund Balance and has been in use by the City since the City's incorporation. This software system is owned and supported by Tyler Technologies, Inc., and is the City's financial management software. The following accounting functions comprise the software modules of the City's Fundbalance system: general ledger, accounts payable, payroll, cash receipts, accounts receivable, and positive pay.

Another software application is the City's land management and permitting system which is used primarily by the Community Development Department. The Public Services Department also uses this software for its permit issuance needs. This software system is called Energov Desktop 9, also a Tyler Technologies, Inc. product, and contains permitting, code enforcement, planning, and inspection modules. The City has used this software since 2008 after a procurement process was followed in which ten vendors submitted proposals. Energov was selected as the finalist.

The City Council may recall that an evaluation of the Community Development Department was conducted by Kelly Associates at the end of 2015, and was concluded with a final report presentation to the City Council in January 2016. During this evaluation, several IT needs were voiced by staff including upgrading Energov Desktop 9 to the new ".net" system (or Energov Enterprise), upgrades to the cashiering system, ability to accept electronic plan (E-Plan) submittals, and the implementation of a geo-referenced land management (or GIS) to improve data retrieval. One of Kelly Associates' recommendations, in regards to the Community Development Department's IT needs, was that system upgrades and enhancements would enhance the department's customer service and data retrieval.

Staff also believes that upgrading the Community Development software application will enhance customer service and data retrieval, and also believes that upgrading the finance application (Fundbalance) is in the City's best interest to bring these systems up to the latest web-based software technology and to improve staff efficiencies. Fortunately, Tyler Technologies, Inc. can provide software upgrades to our current applications with its new software upgrade applications. Staff recommends that the following Tyler Technologies, Inc.'s software applications be pursued by the City.

	Tyler Technologies, Inc. Software	
	<u>Existing Software (in use by City</u>	<u>New Software</u>
Community Development Software: Land Management and Permitting System	Energov Desktop 9	Energov Enterprise
Finance Management Software	Fundbalance	Incode

In addition to the benefits stated above, the following is a list of other benefits of moving forward with Tyler Technologies, Inc.'s software upgrade projects. The Incode benefits are divided into its financial modules.

- Energov Enterprise is integrated with GIS so that records are geo-referenced. This provides for spatial analysis via the application as well as quicker retrieval of records and permit creation.
- Vastly enhanced searching features both in the Incode and Energov applications for better record retrieval.
- Energov integration with cash receipts in Incode.
- Energov Enterprise offers enhanced features for citizen access (i.e. looking up permits, more online permit submittal options, etc.)

Personnel Management

- Employee Self Service allows employees to access personal information and pay information documents via the Internet. Employees can view personnel-related activities including leave accruals and requests.
- Time Attendance allows employees to enter time directly through the ESS web application. Time entry can be completed by individual employees. A group

approval screen allows approvers to easily identify the status of time for each employee and approve.

- A single centralized system maintains employees and related data including application, hiring, career planning, payroll, benefits, reviews, and termination.
- Extensive reporting capabilities allows users to create standard and custom reporting, drill-down dynamic data, and automatically generate reports for worker's compensation, insurance, tax, and FICA requirements.

Accounts Payable

- Produces register and audit reports necessary for a complete audit trail.
- Allows for emergency check writing.
- Reconciles monthly bank statements to general ledger cash accounts with the INCODE Reconciliation Statement.

Accounts Receivable

- Creates and sends invoices and letters electronically for more efficient collections. Ensures payment collection by setting alerts on accounts.
- Allows access to a library of predesigned forms, including invoices, statements, or letters. Because it's integrated with Incode General Ledger, you can also create comprehensive reports such as detailed reports for aging, general ledger reconciliation or specialized reports.

Bank Reconciliation

- Clears outstanding checks individually, in groups, or electronically by downloading the bank statement via the Internet from your financial institution.
- Tracks the system where an item originated, the account number associated with the item, footprint details, and change history.

Budget Manager

- Consolidates budget prep and analysis functions in one place offering a variety of budget information views, budget comparisons, import tools, and convenient access to budget reports.
- Provides drilldown to supporting details and notes.
- Allows users to edit budget information at the individual account level or for all accounts in a given fund or for a specific department.
- Installs the adopted budget in a quick and simple process.
- Tracks all changes to the final approved budget as amendments with a complete audit trail and maintains them in an easily updated budget adjustment file.
- Tools for “what if” scenarios for employee earnings and employer benefit expenses.
- Allows budget comparisons - scenarios to scenario or budget year to budget year.
- Mass update tools quickly show impact of changes to personnel costs.
- Displays a budget analysis graph for each budgeted line item to compare.

General Ledger

- Drill-down from reports to find the supporting details easily.
- Archives reports in a central location for quick access by multiple users.

- Complete integration encourages efficient processing and information sharing between departments.
- Extensive querying and built-in reporting capabilities allow standard and custom reporting, drill down dynamic data and automatic report generation for detail analysis, budget comparisons, and transaction auditing.
- Complete audit functions include footprints for all transactions and audit logs for tracking changes to critical data.
- Provides multiple time-saving features for journal entry processing with allocation templates, automatic reversals, and reposting capabilities.
- Creates all “due to” and “due from” journal entries when posting transactions to multiple funds for automatic balancing.
- Supports transaction processing in multiple periods in the next fiscal year simultaneously.

City staff did not initiate a procurement process by requesting bids from other vendors for these projects. Instead the City’s Purchasing Officer determined that eliciting three quotes from IT vendors was not necessary because the “desired good or service must be restricted to one manufacturer because the good or service is compatible with or is an integral component of existing equipment or products.”¹ In the case of both Tyler Technologies, Inc.’s Energov and Incode software upgrades, they are compatible with Tyler Technologies Inc.’s “existing equipment” already in use by the City (i.e. Energov Desktop 9 and Fundbalance). This is especially true considering that the database scheme of both the current systems in use and the new applications that we desire to migrate to are essentially the same—which facilitates database conversion efforts for these type of software projects. Furthermore, staff considers both of these software systems as “integral components” of existing equipment because Tyler Technologies, Inc. has established a seamless integration between its Incode financial product and its Energov product in regards to the cash receipting function. Currently,

¹ LHMC Section 3-08.110 Exceptions to Purchasing Requirements, specifically Section 3-08.110 B.

payments made at the City's Community Development front counter are entered into the Energov system, and then are re-entered into the separate Fundbalance software application. This double entry requires more staff time and leaves room for data entry errors. However, with the recommended software upgrades, financial records entered into the Energov Enterprise application are automatically uploaded to the Incode financial system.

Tyler Technologies Inc.'s focus is serving the unique information management software needs of local governments nationwide. In 1998 and 1999 Tyler Technologies, Inc. entered the local government software market through a series of strategic acquisitions of technology companies. Today, Tyler Technologies, Inc. is the largest company in the country solely dedicated to providing software and services to the public sector, including solutions for state, county, local governments, and schools. Consequently, its software implementation schedule is backed up with numerous projects. In the best interest of the City, and to illustrate our commitment to these software projects, staff is recommending that we incur a down payment expense in the amount of \$12,225 for the software this fiscal year so that our projects are placed within Tyler Technologies Inc.'s implementation queue. This will ensure that work efforts for the implementation of these projects will occur in the beginning of the next budget cycle. As described in the Fiscal Impact Section of this report, the remaining balance of project expenses will be budgeted for the next budget cycle.

FISCAL IMPACT:

The total cost for Tyler Technologies, Inc.'s Incode and Energov Enterprise 9 products is \$241,505, with an expense impact this Fiscal Year in the amount of \$12,442 for the down payment on the software as described in this staff report. See project costs in Attachment 1 for cost details.

The total cost above includes estimated travel expenses and a budget for project contingency. The annual software support costs total \$35,310 and is also included in the total cost for Tyler Technologies, Inc.'s software.

It is important to note that the City already pays \$20,345 a year for annual software support costs to Tyler Technologies, Inc. for our current Energov Desktop 9 and Fundbalance software applications. The actual increase in annual support costs for Tyler Technologies, Inc.'s new software systems is \$14,965.

ATTACHMENTS:

- Attachment 1 - Tyler Technologies Project Costs
- Attachment 2 - Tyler Incode Agreement
- Attachment 3 - Tyler Energov Agreement

TYLER TECHNOLOGIES SOFTWARE PROJECT COSTS

	One Time Cost	Recurring Annual Software Support
Energov Enterprise 9		
Software	\$ 16,245	
Services	\$ 89,700	
Annual Software Support	\$ 21,743	\$ 21,743
Estimated Travel Expense	\$ 8,925	
<i>Energov Total</i>	\$ 136,613	\$ 21,743
Incode		
Software	\$ 40,751	
Services	\$ 38,000	
Tyler Fundbalance Upgrade Discount	\$ (12,225)	
Annual Software Support	\$ 13,567	\$ 13,567
Estimated Travel Expense	\$ 9,000	
<i>Incode</i>	\$ 89,093	\$ 13,567
Project Contingency	\$ 15,799	\$ -
Total Cost for Tyler Technologies Software	\$ 241,505	\$ 35,310

Down Payment for Software Current Fiscal Year (FY 16/17)

Energov Enterprise 9	\$ 5,310	\$ -
Incode	\$ 7,132	\$ -
<i>Total cost current fiscal year</i>	\$ 12,442	\$ -

Tyler Technologies Software Costs to Budget in Budget Cycle (FYs 17/18 - 18/19)

less FY 16/17 down payment	\$ (12,442)	
<i>Total cost to budget in next budget cycle</i>	\$ 229,063	\$ 35,310

Attachment 2

Tyler Technologies
License and Service Agreement
Incode

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Laguna Hills, CA.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as



Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.



3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You



further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your



internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
- 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
- 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all

services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any

product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	MyGovPay/Virtual Pay
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Laguna Hills

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

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



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)





Prepared for:

David Reynolds
City of Laguna Hills
 24035 El Toro Rd
 Laguna Hills, CA 92653-3103
 949-707-2621
 dreynolds@lagunahillscs.gov

Contract ID: **2016-0227**
 Issue Date: **09/15/16**
 Sales Rep: **Kip Winget**

Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
Incode Financial Management Suite						
Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2))		\$20,995	92	\$11,500	\$32,495	\$5,249
Incode Personnel Management Suite						
Personnel Management		\$10,995	92	\$11,500	\$22,495	\$2,749
Employee Self Service (ESS) (Employee Portal)			8	\$1,000	\$1,000	
ESS Time & Attendance (# of FTE Employees)	50		24	\$3,000	\$3,000	\$1,650
Incode Customer Relationship Management Suite						
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant, Cash Collection Interface, Cashiering Receipt Import)		\$3,000	36	\$4,500	\$7,500	\$750
Miscellaneous Accounts Receivable		\$5,761	12	\$1,500	\$7,261	\$1,440
Subtotal		\$40,751	264	\$33,000	\$73,751	\$11,838

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$0		\$0	\$0
Personnel Management/Payroll	\$0		\$0	\$0
Subtotal	\$0		\$0	\$0

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$5,000	\$5,000
Subtotal				\$5,000

Tyler Hosted Applications

Description	Services	Investment	Annual
Continuing Education			
Tyler U		\$829	\$829
Subtotal	\$0		\$829

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Network Services					
Basic Network Services					\$900
Subtotal	\$0		\$0	\$0	\$900

Summary

	One Time Fees	Annual Recurring Fees
Total Tyler Software	\$40,751	\$10,188
Recurring Solution Fee		\$2,479
Total Tyler Network Services/HW/Third Party	\$0	\$900
Total Tyler Services	\$38,000	
Tyler Fundbalance Upgrade Discount	(\$12,225)	

Summary Total**\$66,526 \$13,567****Contract Total (Including 1st year annual fees)****\$80,093**

The Hourly Rate for services not included here is \$125.00 per hour

Estimated Travel Expense:

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)





Prepared for:

David Reynolds
City of Laguna Hills

Tyler Conversion Services (NOTE: See Conversion Summary Documentation or SOW for Details on Scope)

Description	QTY	Fee	Hours	Services	Investment
Financial Applications					
General Ledger					
- Chart of Accounts - Historical/Legacy View History included					
Accounts Payable					
- Vendor Master Only - Historical/Legacy View History included					
Personnel/Payroll Applications					
Personnel Management/Payroll					
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit - Historical/Legacy View History Included					
Subtotal					Included

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)





Prepared for:

David Reynolds
City of Laguna Hills

Tyler University

Description	Annual
Tyler U	\$829
- E-learning courses available for all employees during the subscription period - Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications - Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards - Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention - Available 24/7 - New courses created continually	
Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org	

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)





Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when you download the applicable Tyler Software (the "Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Download Date. You understand we will not perform any work prior to the Download Date.
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) fifteen (15) months from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the



applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating





Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations.



Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for fifteen (15) months. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

MYGOVPAY/VIRTUAL PAY

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments. That access will be provided on the following terms and conditions, except as otherwise provided in the Merchant Application and Merchant Processing Agreement attached at Schedule 1 to this Exhibit.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the fees listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth in Schedule 1 to this Exhibit E shall apply if Customer elects to use MyGovPay/Virtual Pay.



3. Interactive Voice Response (“IVR”). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

TO BE INSERTED

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)



Statement of Work

Software and Implementation Services

Prepared for:

City of Laguna Hills
David Reynolds
24035 El Toro Rd., Laguna Hills, CA. 92653-3103

Prepared by:

Kip Winget
5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.
www.tylertech.com

DATE
9/12/2016

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

Table of Contents

Statement of Work	4
Project Scope & Summary	5
Data Conversion.....	6
Risk / Mitigation Strategy	8
Critical Success Factors	10
Future Amendments to Scope	11
Project Management	11
Staffing.....	11
Project Schedule	11
Development Tools	11
Documentation	12
Attachment A. Work Acknowledgement Form	14
Work Acknowledgment Form	15
Attachment B. Change Order Form.....	16
Change Order Form.....	17
Attachment C. System Requirements	18
Hardware and Network Requirements.....	19
System Requirements	19
Site Assessment	19
Attachment D. Conversion	20
Financial Conversion Summary	21
Client Responsibilities	21
Data Conversion.....	21
Data Extract.....	23
Duplicate Entry.....	24
Appendix A: Standard Data Layouts	25
General Ledger.....	25
Accounts Payable	26
Personnel Management.....	28

Appendix B: Legacy View Summation.....	34
Legacy Views – All Modules	34
General Ledger	35
Accounts Payable	36
Personnel	37
Running Reports.....	38

Statement of Work

City of Laguna Hills

Statement of Work

Monday, September 12, 2016

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

Project Scope & Summary

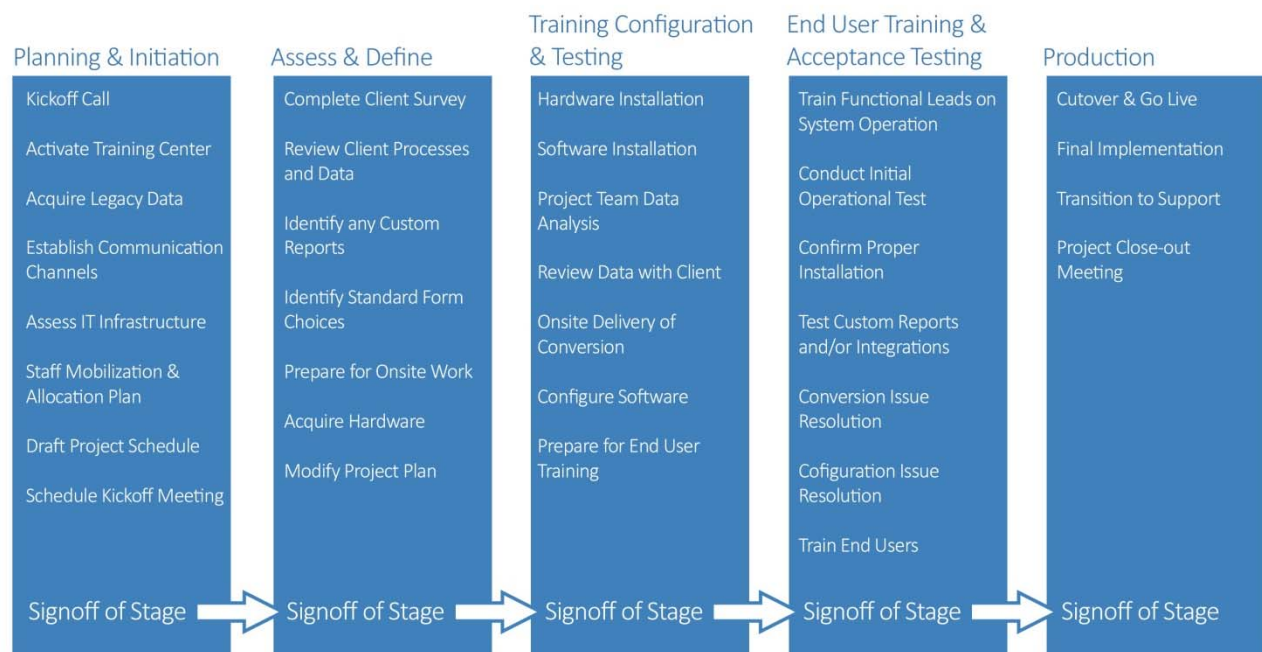
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase project, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com

- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- **Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.

- **Custom Reports**—Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW Attachments Listing

Statement of Work

Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

Attachment D. Conversion

Provides a description of the conversion process and legacy data specifications for each application suite.

Attachment A. Work Acknowledgement Form

City of Laguna Hills

Statement of Work

Monday, September 12, 2016

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

Work Acknowledgment Form

Client:

Date:

Visit/Deliverable:

Accomplishments	Performed By	Notes

- ☐ I am satisfied with the work performed for this stage, and/or deliverable.
- ☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Attachment B. Change Order Form

City of Laguna Hills

Statement of Work

Monday, September 12, 2016

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

Attachment C. System Requirements

City of Laguna Hills

Statement of Work

Monday, September 12, 2016

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Conversion

City of Laguna Hills

Statement of Work

Monday, September 12, 2016

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. This is not a complete description; for a complete description, please refer to the *Tyler Technologies Financial Data Conversion Specification* document available upon request. Items not listed below are generally assumed to not be eligible for electronic data conversion with Incode 10.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide screen shots
- Review conversion during setup and go-live

Data Conversion

Full dependencies are detailed in Appendix A.

General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

Additional Selections:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The client is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

NOTE: Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and notes

Additional Selections:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

NOTE: Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

Additional Options:

- Legacy Views - Unlimited historical transactions provided by client can be converted by Tyler into the legacy views for a conversion fee or imported through Incode 10 by the client.

NOTE: Employee positions and deductions will be created according to the recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The client will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

NOTE: Unlimited historical transactions can be imported into Legacy Views (see Appendix B) from Excel. The client has the option to perform the import themselves or Tyler can perform the import for a conversion fee. If the client is performing the import they are responsible for producing the historical

transactions in Excel and verifying the results. If Tyler is performing the import the client is responsible for producing the historical transaction data in one of the acceptable data formats. The client is ultimately responsible for verifying the results. Training will be provided on how to import historical transactions from Excel.

Fixed Assets

NOTE: Fixed assets can imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import assets from Excel.

Inventory

NOTE: Inventory can imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import inventory items from Excel.

Applications not converted

- Work Orders
- Bank Reconciliation
- Employee Self Services/Time & Attendance
- Project Accounting
- Purchase Orders

Custom Conversion Services

The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off
- Converting personnel HR information

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required. If unable to provide the data in Tyler's Standard Data Layouts your data will need to be provided in **one** of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files with headers (pipe "|" delimited is preferred)

- Excel spreadsheets – with flat data and headers, not grouped like a report

To ensure that no data is corrupted, staff should exit the software prior to pulling the data and restrict processing of any transactions during this time.

It is important to understand that the conversion will not “rehabilitate” old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Duplicate Entry

Unless otherwise noted, it is assumed all data conversion elements will be converted once. While the timing of each data conversion element will be scheduled out between the Client and Tyler’s Project Managers, once an element has been converted and delivered, it will not be converted again and duplicate entry between the current legacy system and Incode 10 will be required for a period of time until Incode 10 becomes the live system of record.

Appendix A: Standard Data Layouts

The fields will be laid out in the following order. If the data does not exist in your existing software leave the column in the layout but leave the value empty. If there are additional fields you would like converted this should be discussed with your Project Manager as soon as it is recognized. Your data will need to be provided in one of the approved formats stated above.

General Ledger

File Name: GL_Fund.txt

Required / One per Fund

Field Name	Required	Data Type	Notes
Fund Unique ID	Y	Varchar	Internal Use Only Used to link multiple records to a single fund
Fund Number	Y	Varchar	
Name	Y	Varchar	Name of the fund
Status Value	N	Varchar	Example: Active, Inactive, Suspended
Fund Balance GL Account	N	Varchar	Fund balance account associated with the fund
Fund Type	N	Varchar	Example: Agency, Capital Projects, EBT Service, Enterprise, Fixed Assets, General, Investment Trust, Long-Term Debt, Pension & Other Benefit Trusts, Permanent, Special Revenue, Internal Service, Component Unit

File Name: GL_Account.txt

Required / One per Account

Field Name	Required	Data Type	Notes
Fund Unique ID	Y	Varchar	Links to Fund Unique ID in GL_Fund table
Account Unique ID	Y	Varchar	Internal Use Only Used to link multiple records to a single account
Account Number	Y	Varchar	
Account Type	Y	Varchar	Example: Asset, Expense, Liability, Revenue, Equity
Name	Y	Varchar	Account name
Description/Title	N	Varchar	
Account Status	N	Varchar	Example: Active, Inactive, Suspended
Current Balance	N	decimal	Default = 0

Accounts Payable

File Name: AP_Vendor.txt

Required / One per Vendor

Field Name	Required	Data Type	Notes
Vendor Set	N	Varchar	AKA Company Code, Tax ID Groupings
Vendor Number	Y	Varchar	Alphanumeric
Vendor Unique ID	N	Varchar	Internal Use Only Every vendor needs a unique number
Name	Y	Varchar	Vendor name
File As	N	Varchar	AKA Sort Name
Email	N	Varchar	Vendor email address
Tax Payer Number	N	Varchar	Include the dashes
Vendor 1099 Value	N	Varchar	Example: SSN, EIN
Box 1099 Filing Value	N	Varchar	Example: Attorney, Medical, Non-Employee
Vendor Class	N	Varchar	
Vendor Status	N	Varchar	Example: Active, Inactive, On Hold
DBA Name	N	Varchar	Only populate if they have DBA in the name
Is Miscellaneous Vendor	N	Varchar	Example: Yes, No
Business Phone	N	Varchar	
Business Fax	N	Varchar	
Business Phone Extension	N	Varchar	

File Name: AP_Contact.txt

Optional / One per Vendor, per Contact

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	Links to Vendor Unique ID in AP_Vendor table
Contact First Name	Y	Varchar	
Contact Last Name	Y	Varchar	
Email	N	Varchar	
Mobile Phone Number	N	Varchar	
Home Phone Number	N	Varchar	
Business Phone Number	N	Varchar	
Fax Phone Number	N	Varchar	

Attachment: Attachment 2 - Tyler Incode Agreement (1117 : Tyler Technologies)

File Name: AP_Address.txt

Required / One per Vendor, per Address

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	Links to Vendor Unique ID in AP Vendor table
Attention	N	Varchar	
Address Line 1	Y	Varchar	
Address Line 2	N	Varchar	
City	Y	Varchar	
Zip	Y	Varchar	
State	Y	Varchar	
Province	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Is Primary Business	N	Varchar	Example: Yes, No
Is Primary Shipping	N	Varchar	Example: Yes, No
Is Primary Remittance	N	Varchar	Example: Yes, No
Is Primary 1099	N	Varchar	Example: Yes, No
Is International	N	Varchar	Example: Yes, No

File Name: AP_Note.txt

Optional / One per Vendor, per Note Subject

Field Name	Required	Data Type	Notes
Vendor Unique ID	Y	Varchar	Links to Vendor Unique ID in AP Vendor table
Subject	N	Varchar	Note Type
Description	Y	Varchar	Note Text
Created By	N	Varchar	Name of creator
Created Date	N	Date	Date of Note

Personnel Management

File Name: PY_Employee.txt

Required / One per Employee

Field Name	Required	Data Type	Notes
Payroll Set Id	N	Varchar	AKA Company Code, Tax ID Groupings
Employee Number	Y	Varchar	
Employee Unique ID	Y	Varchar	Internal Use Only Every employee needs a unique number
Prefix	N	Varchar	
First Name	Y	Varchar	
Middle Initial	N	Varchar	
Last Name	Y	Varchar	
Suffix	N	Varchar	
Employee Name	N	Varchar	If the employee name is not broken out then populate
Email Address	N	Varchar	
Is Deceased	N	Varchar	Example: Yes, No
Status Code	N	Varchar	
Department Code	N	Varchar	
Social Security Number	N	Varchar	
Marital Status Type	N	Varchar	Example: Married, Single
Employee Pay Cycle Type	N	Varchar	Example: Daily, Weekly, Biweekly, Semi-Monthly, Monthly, Other
Employee Pay Cycle Times	N	Integer	Normal number of checks per year
Employee Pay Type	Y	Varchar	Example: Hourly, Elected Official, Retiree, Commission, Salary
Employee Category Type	Y	Varchar	Example: Full Time, Full Time Temporary, Part Time, Part Time Temporary, Seasonal
Hire Date	N	Date	
Leave Date	N	Date	
Termination Date	N	Date	
Termination Code	N	Varchar	Example: Retired, Fired, Quit
Longevity Date	N	Date	
Longevity Code	N	Varchar	
Birth Date	N	Date	
Work Location Code	N	Varchar	
Sex Type	N	Varchar	Example: Male, Female, Unknown

Attachment: Attachment 2 - Tyler Income Agreement (1117 : Tyler Technologies)

EEO4 Category Type	N	Varchar	Example: Officials and Administrators, Professionals, Technicians
Bargaining Unit Code	N	Varchar	
Division Code	N	Varchar	
Retirement Status Code	N	Varchar	
Retirement Date	N	Date	
Worker Compensation Code	N	Varchar	
EEO4 Function Type	N	Varchar	Example: Financial Administration, Community Development, Corrections

File Name: PY_Address.txt

Required / One per Employee, per Address Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Effective Date	N	Date	
Address Line 1	Y	Varchar	
Address Line 2	N	Varchar	
City	Y	Varchar	
State	Y	Varchar	
Zip Code	Y	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Address Code	N	Varchar	Example: Home, WIntegerer Home
County Code	N	Varchar	

File Name: PY_Retirement.txt

Optional / Custom per site. Please provide all fields that might contain retirement information

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Effective Date	N	Date	
Employee Reports Retirement	Y	Varchar	
Retirement Plan	N	Varchar	
Status	N	Varchar	

File Name: PY_DirectDeposit.txt

Optional / One per Employee, per Direct Deposit Account

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Bank Code	N	Varchar	
Bank Routing Number	Y	Varchar	
Account Type	Y	Varchar	Example: Checking, Savings
Account Number	Y	Varchar	Employee's Bank Account Number
Name On Account	N	Varchar	Employee's name
Type	Y	Varchar	Example: Amount, Percent, Remaining Balance
Amount	Y	Decimal	If Direct Deposit is an Amount Type then populate
Percent	Y	Decimal	If Direct Deposit is a Percent Type then populate
Sequence	N	Integer	The order Direct Deposits are taken out
Start Date	N	Date	
End Date	N	Date	
Is Active	N	Varchar	
Is Primary Account	N	Varchar	

File Name: PY_EmployeeDeductionCode.txt

Optional / One per Employee, per Deduction Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Deduction Code	Y	Varchar	Example: Health Insurance, Dental Insurance, AFLAC
Deduction Sub Code 1	N	Varchar	Further breakdown of deduction Code
Deduction Sub Code 2	N	Varchar	Further breakdown of deduction Code
Deduction Sub Code 3	N	Varchar	Further breakdown of deduction Code
Misc Flag 1	N	Varchar	Example: Benefit, Deduction, Before Tax, After Tax, Tax
Misc Flag 2	N	Varchar	
Employee Deduction Status	N	Varchar	Example: Active, Inactive
Employee Amount	Y	Decimal	Default 0
Employee Percent	Y	Decimal	Default 0
Employer Deduction Status	N	Varchar	Example: Active, Inactive
Employer Amount	Y	Decimal	Default 0
Employer Percent	Y	Decimal	Default 0
Effective Date	N	Date	

File Name: PY_EmployeeTax.txt

Optional / One per Employee, per Tax Code

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Tax Code	Y	Varchar	Example: Federal, State, FICA, Medicare
Filing Status	N	Varchar	M = Married, S = Single
Allowances	N	Integereger	Default 0
Additional Allowances	N	Integereger	Default 0
Additional Amount	N	Decimal	Default 0
Additional Percent	N	Decimal	Default 0
Fixed Amount	N	Decimal	Default 0
Use Fixed Amount	N	Varchar	

File Name: PY_Contact.txt

Optional / One per Employee, per Contact

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Contact Name	Y	Varchar	
Relation to Employee	Y	Varchar	Example: Spouse, Brother, Sister, Mother, Father
Home Phone	N	Varchar	
Work Phone	N	Varchar	
Work Phone Ext	N	Varchar	
Mobile Phone	N	Varchar	
Address Line 1	N	Varchar	
Address Line 2	N	Varchar	
City	N	Varchar	
State	N	Varchar	
Zip Code	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Is Emergency Contact	N	Varchar	

File Name: PY_Date.txt

Optional / One per Employee, per Date Type

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY Employee
Date Type	Y	Varchar	Example: Anniversary Date, Seniority Date Need all Dates that apply to the employee except for the following: Hire Date, Leave Date, Termination Date, Longevity Date, Birth Date, Cobra Expiration Date, Retirement Date, Visa Expiration Date, Drivers License Expiration Date, 1099R Effective Date
Date Value	Y	Date	

File Name: PY_Dependent.txt

Optional / One per Employee, per Dependent

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY Employee
Dependent First Name	Y	Varchar	
Dependent Middle Name	N	Varchar	
Dependent Last Name	N	Varchar	
Relation to Employee	Y	Varchar	Example: Son, Daughter
Social Security Number	N	Varchar	
Birth Date	N	Date	
Is Smoker	N	Varchar	
Is Student	N	Varchar	
Is Disabled	N	Varchar	
Is Benefit Eligible	N	Varchar	
Address Line 1	N	Varchar	
Address Line 2	N	Varchar	
City	N	Varchar	
State	N	Varchar	
Zip Code	N	Varchar	
Country	N	Varchar	
Full Address	N	Varchar	If the address is not broken out then populate
City/State/Zip	N	Varchar	If the City/State/Zip is not broken out then populate
Home Phone	N	Varchar	
Work Phone	N	Varchar	
Work Phone Ext	N	Varchar	

File Name: PY_Note.txt

Optional / One per Employee, per Note Subject

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Subject	N	Varchar	Note Type
Description	Y	Varchar	Note Text
Created By	N	Varchar	Name of creator
Date	N	Date	Date of Note

File Name: PY_Phone.txt

Optional / One per Employee, per Phone Type

Field Name	Required	Data Type	Notes
Employee Unique ID	Y	Varchar	Links to Employee Unique ID in PY_Employee
Phone Code	Y	Varchar	Example: Cell Phone, Emergency Phone
Phone Number	Y	Varchar	
Phone Extension	N	Varchar	

Appendix B: Legacy View Summation

Converting data can be extensive and expensive, but Tyler Technologies cuts the time and cost for you by offering Legacy Views—a unique method of converting and viewing historical data within Incode. Legacy Views are proven to shorten the implementation timeline, reduce risk of data errors, easily store and view historical data, and provide the ability to start fresh in Incode 10.

Legacy Views – All Modules

All legacy views are searchable by all fields, and can be limited to a specific date range. In the example below, all transactions from legacy account numbers that contain “80” will be returned.

Legacy Account	80	Vendor	
V.X Account		Document	
Post Date	thru	Misc1	
Period		Misc2	
Fiscal Year		Misc3	
Packet		Misc4	
Description1		Misc5	

Miscellaneous columns are used to store additional information that does not have a column on the legacy view. This behavior exists in all legacy views, and can be hidden similar to all other grids by right clicking and choosing “select columns.” This is useful if the miscellaneous columns are not used.

Misc1	Misc2	Misc3	Misc4	Misc5
A	A	A	A	A
Bank Num: C01		TR Check No: 0	Memo: ****Alignment Mask	Status: 2
Bank Num: C01		TR Check No: 0	Memo: ****Alignment Mask	Status: 2
Bank Num: C01	586 SOUTH 9TH STREET,	TR Check No: 11	Memo: OCT'2013 TAX DIS	Status: 1
Bank Num: Z02	P.O. BOX 25128, SANTA F	TR Check No: 0	Memo: PR 9192013 - SIT	Status: 1
Bank Num: Z02	PO BOX 6850, SANTA FE,	TR Check No: 0	Memo: PR 8092013 -	Status: 2
Bank Num: Z02		TR Check No: 0	Memo: PR 2222013 -	Status: 2
Bank Num: Z02	500 WEST NATIONAL AV	TR Check No: 0	Memo: PR 8092013 -	Status: 1
Bank Num: L01		TR Check No: 21	Memo: 2ND QUARTER BIL	Status: 1
Bank Num: Z01		TR Check No: 55	Memo: 2013 ANNUAL IAA	Status: 1
Bank Num: Z01		TR Check No: 55	Memo: TO RECLASS CHE	Status: 1
Bank Num: L01		TR Check No: 21	Memo: PROMOTION OF B	Status: 1

While the client may load their own data into legacy views, there is a benefit to paying Tyler to do it for them. When Tyler imports, links are created between the legacy data and converted accounts/vendors/employees. This means that the Incode 10 production account/vendor/employee records are open, the associated legacy view data will be readily available in the same window.

General Ledger

The general ledger has a single legacy view for transactions. In this example, transactions from account “101-000-1001” between January 1st, 2014 and December 31st, 2014 will be returned.

Old GL Account	101-000-1001	Vendor	
New GL Account		Document	
Post Date	1/1/2014 thru 12/31/2014	Misc1	
Period		Misc2	
Fiscal Year		Misc3	
Packet		Misc4	
Description1		Misc5	
Description2		Import Date	thru
Amount			

5435 records found

Old GL Account	New GL Account	Post Date	Period	Fiscal Year	Packet	Description1	Description2
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	BTU BUILDING	P2014 07 0156
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	SAN MIGUEL SU	P2014 07 0157
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	SAN MIGUEL SU	P2014 07 0157
101-000-1001	101-10000	01/01/2014	7	2013-2014	933	BTU BUILDING	P2014 07 0156

In the example below the legacy account number of “101-000-1001” was converted as “101-10000” and by having Tyler import the data there is a link between the Legacy Views data and the converted account.

101-10000		Fiscal		7/1/2015 - 6/30/2016		Balance:	
CASH CLEARING ACCOUNT						Pending:	
General	Old GL Account	New GL Account	Post Date	Period	Fiscal Year	Packet	Desc
Segmentation	101-000-1001	101-10000	7/17/2013	1	2013-2014	927	PINO'S
Report Groups	101-000-1001	101-10000	7/22/2015	1	2015-2016	970	P.E.R.
Notes	101-000-1001	101-10000	12/15/2014	6	2014-2015	932	BTU B
▲ Budget	101-000-1001	101-10000	10/8/2013	4	2013-2014	906	MAILF
Summary	101-000-1001	101-10000	8/18/2015	2	2015-2016	963	VERIZ
Detail	101-000-1001	101-10000	6/25/2015	12	2014-2015	981	TYLER
Period Distributions	101-000-1001	101-10000	6/11/2014	12	2013-2014	932	ROME
Adjustments	101-000-1001	101-10000	6/24/2014	12	2013-2014	932	BTU B
Budget Notes	101-000-1001	101-10000	7/17/2013	1	2013-2014	927	OFFIC
▲ History	101-000-1001	101-10000	12/30/2013	6	2013-2014	908	CLIFT
Detail	101-000-1001	101-10000	6/13/2014	12	2013-2014	932	PADIL
Period Activity	101-000-1001	101-10000	5/16/2014	11	2013-2014	920	QUICK
Fiscals	101-000-1001	101-10000	4/20/2015	10	2014-2015	958	CENTU
Journal Entries	101-000-1001	101-10000	3/9/2015	9	2014-2015	938	STAPL
Encumbrances	101-000-1001	101-10000	6/2/2015	12	2014-2015	981	TYLER
Reserves	101-000-1001	101-10000	11/4/2013	5	2013-2014	907	OFFIC
▲ Legacy History	101-000-1001	101-10000	4/20/2015	10	2014-2015	958	PNM E
Account	101-000-1001	101-10000	11/12/2014	5	2014-2015	930	SPC O
	101-000-1001	101-10000	9/26/2013	3	2013-2014	901	TRANI
	101-000-1001	101-10000	12/9/2013	6	2013-2014	908	CORP

Accounts Payable

There are three legacy views in the accounts payable module: payable items, payables, and payments. These views do not link to each other which means all information can be converted in constraint-free. Below is a sample of a payment legacy view.

Vendor Set	Old Vendor Number	New Vendor Number	Vendor Name	Payable Id	Type	Invoice Post Date
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	14980	I	06/02/2008
01	45	00045	Gina's Baked Goods	16648	I	12/19/2011
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	15342	I	11/05/2008
01	45	00045	Gina's Baked Goods	15435	I	06/03/2009
01	10106	10106	Rick's Concrete	15617/15618	I	08/21/2009
01	10106	10106	Rick's Concrete	16444	I	08/18/2011
01	10106	10106	Rick's Concrete	16510	I	09/13/2011

When Tyler Technologies imports into legacy views, a link will be created between each legacy view and the Incode 10 vendor. Below is a view from the Incode 10 vendor manager showing the legacy view type (item, payable, payment), and the legacy vendor number and the corresponding Incode 10 vendor. In this instance, the legacy vendor "1199" is linked to "01199."

Name: TAXATION & REVENUE DEPART...		Status: Active		Pending \$0.00				
Number: 01199		Vendor Set: 01 - Vendor Set 01		Balance 0.00				
				Pending + Balance \$0.00				
General	Vendor Set	Old Vendor Num	New Vendor Num	Vendor Name	Payable Id	Type	Invoice Post Date	Invoice Payment
Profile	 							
1099	▶ 01	1199	01199	TAXATION & RE	368252	AP	7/24/2013	3,135.99
	01	1199	01199	TAXATION & RE	368926	AP	9/4/2013	2,656.50
Payment Terms	01	1199	01199	TAXATION & RE	369546	AP	10/16/2013	2,667.80
Addresses	01	1199	01199	TAXATION & RE	369099	AP	9/18/2013	0.52
Contacts	01	1199	01199	TAXATION & RE	368485	AP	8/6/2013	3,481.81
Notes	01	1199	01199	TAXATION & RE	370454	AP	12/11/2013	2,806.63
PO Notices	01	1199	01199	TAXATION & RE	368102	AP	7/10/2013	3,223.64
Payable Entry	01	1199	01199	TAXATION & RE	368680	AP	8/21/2013	2,762.76
Recurring Payables	01	1199	01199	TAXATION & RE	369874	AP	10/30/2013	2,780.85
Templates	01	1199	01199	TAXATION & RE	370014	AP	11/13/2013	2,545.57
History	01	1199	01199	TAXATION & RE	370531	AP	12/26/2013	2,771.20
Transactions	01	1199	01199	TAXATION & RE	370293	AP	11/26/2013	2,726.92
Outstanding Payables	01	1199	01199	TAXATION & RE	369087	AP	9/18/2013	2,723.01
Purchases	01	1199	01199	TAXATION & RE	369378	AP	10/1/2013	2,958.88
Payments								
Purchase Orders								

Personnel

There are four legacy views in the personnel module: paycheck headers, taxes, deductions, and pay line items. Paycheck taxes, deductions, and pay line items are simply the detailed records of what make up the paycheck header information and similar to the accounts payable module, these tables do not link up. Below is a sample of the header legacy view.

Old Payroll Set		Total Deductions	
Old Employee No		Total Taxes	
New Payroll Set		Net Pay	
New Employee Number		Misc 1	
EmployeeName		Misc 2	
Date	thru	Misc 3	
Type		Misc 4	
Payment Number		Misc 5	
Total Earnings			

72 records found

Old Payroll Set	New Payroll Set	Old Employee No	New Employee Nu	EmployeeName	Date	Type	Payment Number
01	01	13	0013	Victorina Zetina	01/06/2011	Automatic	1571011183
01	01	320	0320	Kina Bissell	01/06/2011	Automatic	1571011205
01	01	13	0013	Victorina Zetina	01/06/2011	Automatic	1571011104
01	01	320	0320	Kina Bissell	01/20/2011	Automatic	1572421101
01	01	320	0320	Kina Bissell	01/20/2011	Automatic	1572421180
01	01	13	0013	Victorina Zetina	01/20/2011	Automatic	1572421051
01	01	320	0320	Kina Bissell	02/03/2011	Automatic	1573831051

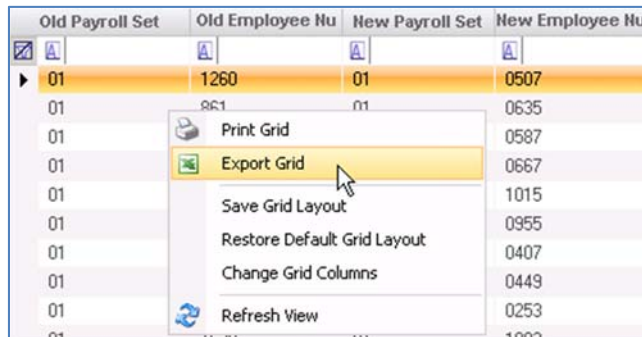
Similar to the above examples for general ledger and accounts payable, below are the results for pay header history that Tyler converted into legacy views to match up old employee "1624" to new employee number "0996." The same linking will be present in the earning, deduction, and tax history views.

Name: APODACA, ALFRED E.
Number: 0996
Status: Active

Profile	Old Payroll Set	Old Employee Nu	New Payroll Set	New Employee Nu	Employee Name	Date	Type	Payment Number
Demographics	01	1624	01	0996	ALFRED E. APO	7/12/2013	0	0
Personal	01	1624	01	0996	ALFRED E. APO	8/23/2013	0	0
HR Information	01	1624	01	0996	ALFRED E. APO	11/15/2013	0	0
Employee Pay	01	1624	01	0996	ALFRED E. APO	2/22/2013	0	0
Leave	01	1624	01	0996	ALFRED E. APO	4/5/2013	0	0
History	01	1624	01	0996	ALFRED E. APO	4/19/2013	0	0
Employee Self Service	01	1624	01	0996	ALFRED E. APO	1/25/2013	0	0
Notes	01	1624	01	0996	ALFRED E. APO	3/22/2013	0	0
Documents	01	1624	01	0996	ALFRED E. APO	5/31/2013	0	0
Legacy History	01	1624	01	0996	ALFRED E. APO	9/6/2013	0	0
Legacy Pay History	01	1624	01	0996	ALFRED E. APO	8/9/2013	0	0
Legacy Earning Histor	01	1624	01	0996	ALFRED E. APO	7/26/2013	0	0
Legacy Deduction His	01	1624	01	0996	ALFRED E. APO	6/28/2013	0	0
Legacy Tax History	01	1624	01	0996	ALFRED E. APO	2/8/2013	0	0
	01	1624	01	0996	ALFRED E. APO	10/18/2013	0	0

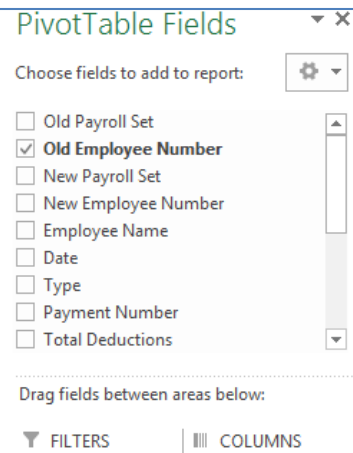
Running Reports

While no reports are created by Incode 10 for legacy views, it is very simple to create reports inside Excel. After the desired filters have been entered in the legacy view search options, the results can be exported with a right click in the grid as seen below.

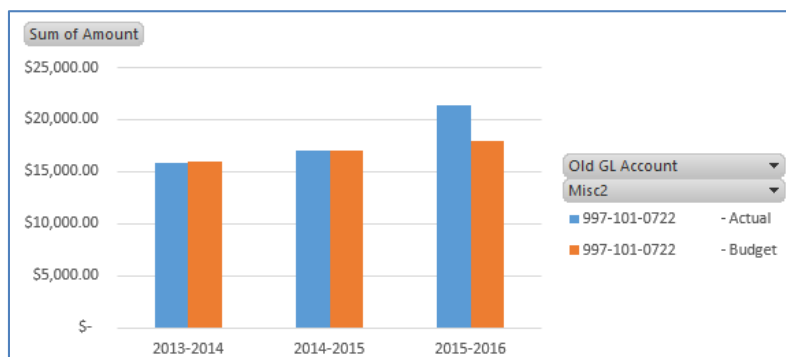


Once the data is in Excel, reporting can be performed by the user. Most commonly used is Excel's ability to group data with PivotTable features. Below, all employee net pays are grouped for the 2013 year.

1	Sum of Net Pay		
2	Old Employee Number	Total	
3	1005	\$ 20,342.85	
4	1067	\$ 27,922.59	
5	1089	\$ 18,850.18	
6	1090	\$ 11,295.90	
7	1095	\$ 5,256.15	
8	1112	\$ 22,038.29	
9	1119	\$ 13,031.93	
10	1153	\$ 12,542.57	
11	1163	\$ 17,816.33	
12	1175	\$ 26,181.91	
13	1181	\$ 19,759.29	
14	1192	\$ 16,214.07	
15	1200	\$ 20,003.14	
16	1218	\$ 20,234.48	
17	1226	\$ 33,052.71	
18	1228	\$ 3,136.17	



PivotCharts are simple to create with PivotTable information. In the example below, a quick budget report was created for general ledger account 997-101-0722 showing the budgeted amount versus the actual spent.



Attachment 3

Tyler Technologies

License and Service Agreement

Energov Enterprise



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Laguna Hills, CA.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as



Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.



3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You



further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your



internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

- 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
- 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
- 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all



services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any

product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	MyGovPay/Virtual Pay
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Laguna Hills

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

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





Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: Attachment 3 - Tyler Energov Agreement (1117 : Tyler Technologies)





Prepared for:

David Reynolds
City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653
 (949) 707-2600
 dreynolds@lagunahillscs.gov

Contract ID: **2016-0227A**
 Issue Date: **09/15/16**
 Sales Rep: **DK Robertson**

Tyler Related Products and Services

Description	QTY	License Fees	Investment	Annual
Energov Product Suite				
Permitting & Land Management (PLM) <i>Permitting, Planning, Projects, Inspections, Land Use, Object/Operating, Impact, Request & Enforcement Processes</i>	15	N/C	\$0	\$8,997
Citizen Relationship Mgmt Suite (CRM): <i>Requests, Central Citizen Mgmt & Code Enforcement Processes</i>	15	N/C	\$0	\$5,997
System Extensions				
GIS Integration - EnerGov GIS	15	N/C	\$0	\$1,500
Credit Card Processing	1	Included		Included
Citizen Connected Products - 30,000 Population				
Permitting & Land Management	1	\$7,500	\$7,500	\$1,500
CRM (Request & Enforce)	1	\$3,750	\$3,750	\$750
Online Payments: MyGovPay <i>Tyler's MyGovPay - Included with EnerGov Citizen Access for Online Payments</i>	1	Included		Included
EnerGov Reporting Toolkit	1	N/C		\$1,000
iG Workforce iPad Apps	5	\$4,995	\$4,995	\$999
<i>*Unlimited Access to iG Apps. Users must be a named license user of EnerGov platform</i>				
Evergreen Credit \$87,469				
Subtotal		\$16,245	\$16,245	\$20,743

Professional Services

Description	Fee	Hours	Services	Investment
Project Management	175/hr	84	\$14,700	\$14,700
System Configuration Services	175/hr	336	\$58,800	\$58,800
System Fundamentals/ Project Team Training	175/hr	32	\$5,600	\$5,600
End User Training & Onsite Production Support	175/hr	32	\$5,600	\$5,600
Subtotal		484	\$84,700	\$84,700

Conversion Services

Description	Fee	Hours	Services	Investment
EnerGov Desktop <i>Current EnerGov Desktop data</i>	N/C	-	\$0	\$0
Subtotal	\$0	-	\$0	No Charge

Development Services

Description	Fee	Hours	Services	Investment	Annual
Report Development	250/hr	20	\$5,000	\$5,000	\$1,000
Subtotal		20	\$5,000	\$5,000	\$1,000

Summary

Total Tyler Software
 Total Tyler Services

One Time Fees

\$16,245
 \$89,700

Recurring Fees

\$21,743

Summary Total

\$105,945

\$21,743

Contract Total

\$127,688

Estimated Travel Expense:	Trips	Est Rate	Subtotal
	5	\$1,700	\$8,925

Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Attachment: Attachment 3 - Tyler Energov Agreement (1117 : Tyler Technologies)





Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when you download the applicable Tyler Software (the "Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Download Date. You understand we will not perform any work prior to the Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) fifteen (15) months from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the



applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations.



Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for fifteen (15) months. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

MYGOVPAY/VIRTUAL PAY

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments. That access will be provided on the following terms and conditions, except as otherwise provided in the Merchant Application and Merchant Processing Agreement attached at Schedule 1 to this Exhibit.

(a) Special MyGovPay/VirtualPay Definitions.

“Merchant Agreement” means the agreement between Customer and Persolvent that provides for the Merchant Fees.

“Merchant Fees” means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

“MyGovPay” means the Product of Tyler Technologies that allows members of the public to pay for Customer’s services with a credit or other payment card on the Customer’s citizen-facing web portal.

“Persolvent” means a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

“Use Fees” means the fees listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

“VirtualPay” means the Product of Tyler Technologies that allows the Customer to accept and process citizen user’s credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer’s Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay’s and VirtualPay’s ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth in Schedule 1 to this Exhibit E shall apply if Customer elects to use MyGovPay/Virtual Pay.



3. Interactive Voice Response (“IVR”). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer’s content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers’ content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

TO BE INSERTED

Attachment: Attachment 3 - Tyler Energov Agreement (1117 : Tyler Technologies)



Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

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

Prepared by:

DK Robertson
5519 53rd Street, Lubbock, TX 79414
Tyler Technologies, Inc.
www.tylertech.com

Table of Contents

1	EXECUTIVE SUMMARY	5
1.1	PROJECT OVERVIEW	5
1.2	PRODUCT SUMMARY	5
1.3	PROJECT TIMELINE	5
1.4	PROJECT METHODOLOGY OVERVIEW	5
2	PROJECT GOVERNANCE	6
2.1	CLIENT GOVERNANCE	6
2.1.1	<i>Client Project Manager</i>	6
2.1.2	<i>Steering Committee</i>	6
2.1.3	<i>Executive Sponsor(s)</i>	7
2.2	TYLER GOVERNANCE	7
2.2.1	<i>Tyler Project Manager</i>	7
2.2.2	<i>Tyler Implementation Management</i>	7
2.2.3	<i>Tyler Executive Management</i>	7
2.3	ACCEPTANCE AND ACKNOWLEDGMENT PROCESS	8
3	OVERALL PROJECT ASSUMPTIONS	9
3.1	PROJECT, RESOURCES AND SCHEDULING	9
3.2	DATA CONVERSION	9
3.3	DATA EXCHANGES, MODIFICATIONS, FORMS AND REPORTS	10
3.4	HARDWARE AND SOFTWARE	10
3.5	EDUCATION	10
4	IMPLEMENTATION STAGES	12
4.1	WORK BREAKDOWN STRUCTURE (WBS)	12
4.2	INITIATE & PLAN (STAGE 1)	14
4.2.1	<i>Tyler Internal Coordination & Planning</i>	14
4.2.2	<i>System Infrastructure Planning</i>	15
4.2.3	<i>Project/Phase Planning</i>	16
4.2.4	<i>Project Schedule</i>	17
4.2.5	<i>Stakeholder Presentation</i>	18
4.2.6	<i>Control Point 1: Initiate & Plan Stage Acceptance</i>	19
4.3	ASSESS & DEFINE (STAGE 2)	20
4.3.1	<i>Fundamentals Review</i>	20
4.3.3	<i>Current/Future State Analysis</i>	21
4.3.4	<i>Data Conversion Planning & Mapping</i>	22
4.3.5	<i>Standard 3rd Party Data Exchange Planning</i>	23

4.3.6	<i>Modification Analysis & Specification, if contracted</i>	24
4.3.7	<i>Forms & Reports Planning</i>	25
4.3.8	<i>System Deployment</i>	26
4.3.9	<i>Control Point 2: Assess & Define Stage Acceptance</i>	27
4.4	BUILD & VALIDATE (STAGE 3)	29
4.4.1	<i>Configuration & Power User Training</i>	29
4.4.2	<i>Data Conversion & Validation</i>	30
4.4.3	<i>Standard 3rd Party Data Exchange Validation</i>	31
4.4.4	<i>Modification Delivery & Validation, if contracted</i>	32
4.4.5	<i>Forms & Reports Validation</i>	33
4.4.6	<i>Control Point 3: Build & Validate Stage Acceptance</i>	34
4.5	FINAL TESTING & TRAINING (STAGE 4)	35
4.5.1	<i>Cutover Planning</i>	35
4.5.2	<i>User Acceptance Testing (UAT)</i>	36
4.5.3	<i>End User Training</i>	37
4.5.4	<i>Control Point 4: Final Testing & Training Stage Acceptance</i>	38
4.6	PRODUCTION CUTOVER (STAGE 5)	39
4.6.1	<i>Final Data Conversion, if applicable</i>	39
4.6.2	<i>Production Processing & Assistance</i>	40
4.6.3	<i>Transition to Tyler Support</i>	41
4.6.4	<i>Schedule Post-production Services, if applicable</i>	42
4.6.5	<i>Control Point 5: Production Cutover Stage Acceptance</i>	43
4.7	PHASE/PROJECT CLOSURE (STAGE 6)	44
4.7.1	<i>Close Phase/Project</i>	44
4.7.2	<i>Control Point 6: Phase/Project Closure Stage Acceptance</i>	45
5	ROLES AND RESPONSIBILITIES	46
5.1	TYLER ROLES AND RESPONSIBILITIES	46
5.1.1	<i>Tyler Executive Management</i>	46
5.1.2	<i>Tyler Implementation Management</i>	46
5.1.3	<i>Tyler Project Manager</i>	46
5.1.4	<i>Tyler Implementation Consultant</i>	47
5.1.5	<i>Tyler Sales</i>	48
5.1.6	<i>Tyler Software Support</i>	48
5.2	LAGUNA HILLS ROLES AND RESPONSIBILITIES	48
5.2.1	<i>Laguna Hills Executive Sponsor</i>	48
5.2.2	<i>Laguna Hills Steering Committee</i>	48
5.2.3	<i>Laguna Hills Project Manager</i>	49
5.2.4	<i>Laguna Hills Functional Leads</i>	50
5.2.5	<i>Laguna Hills Power Users</i>	51
5.2.6	<i>Laguna Hills End Users</i>	51
5.2.7	<i>Laguna Hills Technical Support</i>	51

5.2.8	<i>Laguna Hills Upgrade Coordinator</i>	52
5.2.9	<i>Laguna Hills Project Toolset Coordinator</i>	52
5.2.10	<i>Laguna Hills Change Management Lead</i>	52
6	GLOSSARY	53
7	ENERGOV CONVERSION SUMMARY	56
7.1	PERMITTING	56
7.2	CODE CASE MANAGEMENT	56
7.3	PLAN MANAGEMENT	57

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Laguna Hills the opportunity to make the Laguna Hills more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Laguna Hills's functional area utilizing the Tyler product(s). Refer to Scope of Services section for information containing detailed service components.

[PRODUCT]	[FUNCTIONALITY]
EnerGov	Permitting & Land Management

1.3 Project Timeline

The Project timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage Process specifically designed to focus on critical Project success measurement factors.

Tailored specifically for Tyler's public sector clients, the Project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the Project methodology repeats consistently across Phases, and is scaled to meet the Laguna Hills's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Laguna Hills collaborate to resolve Project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Laguna Hills steering committee become the escalation points to triage responses prior to escalation to the Laguna Hills and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Laguna Hills and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the Laguna Hills's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Laguna Hills's project manager(s) coordinate Project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Laguna Hills project manager(s) will be responsible for reporting to the Laguna Hills steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Laguna Hills steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Laguna Hills project manager(s) and the Project as a whole and through participation in regular internal meetings, the Laguna Hills steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Laguna Hills steering committee also provides support to the Laguna Hills project manager(s) by communicating the importance of the Project to all impacted departments. The Laguna Hills steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project team, for making timely decisions on critical Project issues or policy decisions. The Laguna Hills steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Laguna Hills's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Laguna Hills steering committee, project manager(s), and functional leads to make critical business decisions for the Laguna Hills.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the Laguna Hills. If requested, the Tyler project manager(s) provide regular updates to the Laguna Hills's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Laguna Hills management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the Project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation Project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the Project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Laguna Hills shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Laguna Hills does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Laguna Hills does not agree the particular Deliverable or Control Point meets requirements, the Laguna Hills shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Laguna Hills shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Laguna Hills does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Laguna Hills and Tyler have the ability to allocate additional internal resources if needed. The Laguna Hills also ensures the alignment of their budget and Scope expectations.
- The Laguna Hills and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the Laguna Hills provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Laguna Hills project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Laguna Hills project manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- Laguna Hills users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for configuration and processing options available within the Tyler software. The Laguna Hills is responsible for making decisions based on the options available.
- In the event the Laguna Hills may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Laguna Hills's responsibility to define, document, and implement.
- The Laguna Hills makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services beyond the budgeted hours out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- The Laguna Hills will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

3.2 Data Conversion

- The Laguna Hills is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Laguna Hills understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the Laguna Hills may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Laguna Hills to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The Laguna Hills ensures the 3rd party data received is in the correct format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The Laguna Hills is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for Project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The Laguna Hills will provide network access for Tyler modules, printers, and Internet access to all applicable Laguna Hills and Tyler Project staff.
- The Laguna Hills has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Laguna Hills's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Laguna Hills does not meet minimum standards of Tyler's published specifications.

3.5 Education

- During live and onsite training, the Laguna Hills provides a training room for Tyler staff to transfer knowledge to the Laguna Hills's resources, as well as a place for the Laguna Hills staff to practice what they have learned without distraction. If Phases overlap, the Laguna Hills will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Laguna Hills determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two people at a given workstation.
- The Laguna Hills provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Laguna Hills provided projector, allowing all attendees the ability to actively engage in the training session.
- The Laguna Hills testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

- The Laguna Hills is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Laguna Hills and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Laguna Hills participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Laguna Hills with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Laguna Hills participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Laguna Hills's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and Phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The Laguna Hills provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Laguna Hills's site. The Laguna Hills completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by the Laguna Hills and Tyler.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

The Laguna Hills stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	I					I	I	I	C	I	I	I	I		I	I	I
			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the Laguna Hills's Project.
 - Scope: The Implementation Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: the Laguna Hills reviews and acknowledges receipt of Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: the Laguna Hills acceptance of schedule based on Laguna Hills resource availability and Project budget and goals

4.2.6.2 Initiate & Plan Stage Control Point Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current the Laguna Hills business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Laguna Hills collaboration. The Laguna Hills shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Fundamentals Review																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.3 Current/Future State Analysis

The Laguna Hills and Tyler will evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Laguna Hills, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.4 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Laguna Hills's Legacy System Applications to the Tyler system. Tyler staff and the Laguna Hills work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.5 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the Laguna Hills's responsibility to ensure the third party program operates or accesses the data correctly.

The Laguna Hills and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.6 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Laguna Hills reviews the specifications and confirms they meet the Laguna Hills's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a Laguna Hills business process change. It is the responsibility of the Laguna Hills to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Laguna Hills approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Laguna Hills will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.7 Forms & Reports Planning

The Laguna Hills and Tyler project manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Laguna Hills-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.8 System Deployment

The Tyler technical services team installs Tyler Applications on the server(hosted or on-premise) and ensures the platform operates as expected.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Install contracted software on server	A		I					R			I						C		
	Ensure platform operates as expected	A		I				R				I						C		

4.3.9 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.9.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to Laguna Hills business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: Laguna Hills acceptance of completed Questionnaire based on thoroughness of capturing all Laguna Hills business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the Laguna Hills, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the Laguna Hills's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: Laguna Hills accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each Laguna Hills in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, if required.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Laguna Hills team members are trained on applicable system administration tasks.

4.3.9.2 Assess & Define Stage Control Point Acceptance Criteria

- Tyler software is Installed

- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Laguna Hills's needs identified during the Assess and Define Stage, preparing the Laguna Hills for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Laguna Hills to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Laguna Hills Power Users to prepare them for the validation of the software. The Laguna Hills collaborates with Tyler staff iteratively to validate software configuration.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Configuration & Power User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Laguna Hills, the Tyler data conversion team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Laguna Hills reviews specific data elements within the system and identifies and reports discrepancies in writing. Iteratively, Tyler collaborates with the Laguna Hills to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Laguna Hills tests each Data Exchange.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Laguna Hills for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Laguna Hills tests each Standard Form/Report.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								I	C		C			I		
	Standard Forms & Report Training			I	C		C					A	C		R			C		
	Test Standard Forms & Reports																			

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the Laguna Hills to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: the Laguna Hills acknowledges data conversion delivery; the Laguna Hills completes data issues log.
- Installation of Modifications on the Laguna Hills's server(s) or Tyler hosted servers.
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: the Laguna Hills acknowledges Delivery of Modification(s) meeting objectives described in the Laguna Hills-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Laguna Hills acknowledges that Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Control Point Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Modifications delivered and available for testing in Stage 4
- The Laguna Hills and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Laguna Hills review the final cutover plan. A critical Project success factor is the Laguna Hills understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

The Laguna Hills and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline cutover tasks to help prepare the Laguna Hills for success.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C							I	I	C	C	I	I		C		

4.5.2 User Acceptance Testing (UAT)

The Laguna Hills performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Laguna Hills processes that will be delivered via group training, webinar, eLearning and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Laguna Hills users who attended the Tyler sessions may train any Laguna Hills users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing/
 - Acceptance criteria: Laguna Hills acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Laguna Hills acknowledges that Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

The Laguna Hills and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Laguna Hills begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the Laguna Hills transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Laguna Hills provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Laguna Hills may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Laguna Hills during production cutover activities. The Laguna Hills transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the Laguna Hills to the Tyler Support team, who provides the Laguna Hills with day-to-day assistance following production Cutover.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with the Laguna Hills project manager(s) to identify needs.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 5	Schedule Post-production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Laguna Hills acknowledges that data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with the Laguna Hills project manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support.
 - Acceptance criteria: the Laguna Hills acknowledges receipt of tools to contact Support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Control Point Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler Support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Laguna Hills moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Laguna Hills and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Laguna Hills project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Review outstanding Project activities and develop action plan	A	R	C								C	C	I	C	I		C		
	Review Project budget and status of contract Deliverables	A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Control Point Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project managers prior to the start of each Phase of the Project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Laguna Hills's overall organizational strategy
- Authorizes required Project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions
- Acts as the counterpart to the Laguna Hills's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Laguna Hills steering committee.
- Assigns Tyler Project personnel
- Works to resolve all decisions and/or issues not resolved at the Project management level as part of the escalation process
- Attends Laguna Hills steering committee meetings as necessary
- Provides support for the Project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the Project schedule and budget, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by Laguna Hills project manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines Project tasks and resource requirements
- Develops initial and full scale Project schedule
- Collaborates with Laguna Hills project manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Laguna Hills to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the Laguna Hills and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Laguna Hills any items that may negatively impact the outcomes of the Project
 - Collaborates with the Laguna Hills's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
 - Sets a routine communication plan that will aide all Project team members, of both the Laguna Hills and Tyler, in understanding the goals, objectives, current status and health of the Project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the Laguna Hills following configuration
- Assists during Cutover process and provides production support until the Laguna Hills transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with Laguna Hills and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the Laguna Hills's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to implementation during Project Initiation
- Support sales transition to implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the Laguna Hills on the status and resolution of reported issues

5.2 Laguna Hills Roles and Responsibilities

Laguna Hills resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Laguna Hills Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the Laguna Hills Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications

5.2.2 Laguna Hills Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project team
- Assists with communicating key Project messages throughout the organization

- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Laguna Hills Policies

5.2.3 Laguna Hills Project Manager

The Laguna Hills shall assign Project Manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the Laguna Hills Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Laguna Hills to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines Project tasks and resource requirements for Laguna Hills Project team
 - Collaborates in the development of and approval of the Project Plan and Project schedule
 - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager to establishes risk/issue tracking/reporting process between the Laguna Hills and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project

- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
- Routinely communicates with both Laguna Hills staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members
- Team Management
 - Acts as liaison between Project Team and Stakeholders
 - Identifies and coordinates all Laguna Hills resources across all modules, Phases, and activities including data conversions, Forms design, hardware and software Installation, reports building, and satisfying invoices
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to Laguna Hills technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.2.4 Laguna Hills Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client Project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Laguna Hills Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation management plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler Project team
- Coordination of Laguna Hills resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 Laguna Hills Power Users

- Participate in Project activities as required by the Project team and Project Manager(s)
- Provide subject matter expertise on Laguna Hills business processes and requirements
- Act as Subject Matter Experts and attending current/future state and Validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to Laguna Hills staff during and after implementation, as necessary

5.2.6 Laguna Hills End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 Laguna Hills Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from Laguna Hills's Legacy System per the conversion schedule set forth in the Project schedule
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for Laguna Hills 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed

- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 Laguna Hills Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Laguna Hills's Software Upgrade process
- Assists with the Software Upgrade process, if required, during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with Laguna Hills and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

5.2.9 Laguna Hills Project Toolset Coordinator

- Ensures users have appropriate access to Tyler Project Toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 Laguna Hills Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used recurrently, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in Production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.
Install	References the initial Installation of software files on client servers or Tyler hosted servers, and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Legacy System	The system from which a client is converting.

Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project manager or different individual assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the client Project manager to discuss Scope, information needed for Project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.

Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Software Upgrade	References the act of updating software files to a newer software release.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 EnerGov Conversion Summary

7.1 Permitting

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

7.2 Code Case Management

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes

- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

7.3 Plan Management

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

FROM: Donald J. White
Assistant City Manager

ISSUE: City Council Policy Regarding Official City Recognition of Groups, Individuals, Events, Council Members, Commissioners, Employees, and Other City-Appointed Officials

RECOMMENDATION: That the City Council adopt a Resolution entitled, " A Resolution of the City Council of the City of Laguna Hills, California, Amending City Council Policy No. 110, City Recognition Policy."

SUMMARY:

The City Council has a number of existing policies in place to provide staff and Commissions with general guidelines. Staff has initiated a systematic review of all City Council Policies to determine if updates are needed. After reviewing City Council Policy No. 110, staff is recommending that the policy be updated. A Resolution amending City Council Policy No. 110 has been prepared for the City Council's consideration. Staff is recommending approval.

BACKGROUND:

City Council Policy No. 101 establishes a process for developing, approving, and revising City Council Policies which provide broad, general guidelines to the City Manager for the administration, operation, and general health, safety, and welfare of the City. The purpose of City Council policies is to provide general direction to assist City staff and Commissions in conducting municipal affairs by identifying certain administrative/operational policies adopted by the City Council. From these broad policies, the City Manager may develop more specific administrative procedures designed to achieve the

City Council's goals and objectives.

From time to time, City Council Policies may need to be updated, or even deleted, to address changed circumstances. Staff is currently undertaking a systematic review of all City Council Policies to determine if updates are needed. After reviewing City Council Policy No. 110 regarding the City's Recognition Policy, staff is recommending that the policy be updated. The purpose of Policy No. 110 is to establish guidelines for official City recognition of groups, individuals, Council Members, Commissioners, employees, and other City-appointed officials. Attachment A to this Staff Report includes a track change version of the existing policy, which was last revised on November 14, 2006. The more substantive recommended changes are discussed below:

- The existing policy (Page 1) contains a blanket prohibition against the City issuing Certificates and Proclamations for religious observations and ethnic celebrations. This policy seems too broad in that religious celebrations and ethnic celebrations are an integral part of current culture and the City Council may want to retain the flexibility to recognize those that are important to the community.
- Under Council Member Recognition (Page 2), staff is recommending that in addition to receiving a City Tile and Dais name plate, outgoing Council Members who complete at least one term of office also receive a Resolution or Certificate of Recognition.
- Under Employee Recognition (Page 3), staff is recommending adding language consistent with that authorized by the City Council since 2001 that management employees will receive a one-time allotment of 40 hours of vacation leave upon completion of ten years of employment with the City.
- Under Employee Recognition (Page 3), after fifteen years of service, staff is recommending setting the gift certificate dollar amount at \$100.00.
- Under Employee Recognition (Page 4), an employee's 20th year anniversary with the City is commemorated with a watch. The current policy does not establish a dollar value. Staff is recommending that the City Council set a not-to-exceed value of \$300.00, which may be increased over time by the City Manager to account for inflation.
- Under Employee Recognition, (Page 4) staff is recommending adding language consistent with the Memorandum of Understanding with the Laguna Hills City

Employees Association that provides non-management employees with a one-time allotment of 40 hours of discretionary holiday leave.

- Staff is recommending adding a new subsection entitled: “Twenty-Five Year Service Recognition” under Employee Recognition (Page 4). Staff is recommending that all full-time employees who reach this silver anniversary be recognized by the Mayor at a City Council meeting and be presented with a Resolution commending their years of service and a \$250 gift certificate. For management employees, staff is recommending that upon completion of twenty-five years of full-time employment with the City, that employees receive a one-time allotment of 40 hours of discretionary holiday leave which must be used in the twelve month period after it is received and that it have no cash value.

Attached to this staff report as Attachment B is a Resolution formally amending City Council Policy No. 110. Staff is recommending approval.

FISCAL IMPACT:

The incremental fiscal impact on the City from these amended policies is expected to fluctuate from year to year, but in any event, to be less than \$1,000 annually.

ATTACHMENTS:

- Attachment A - City Council Policy 110 - Track Change Version
- Attachment B - Resolution
- Resolution Exhibit A

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY SUBJECT: CITY RECOGNITION POLICY POLICY No. 110

Effective Date: ~~November 14, 2006~~ December 14, 2016
Last Revision: ~~November 14, 2006~~ December 14, 2016

PURPOSE:

The purpose of this policy is to establish guidelines for official City recognition of groups, individuals, events, Council Members, Commissioners, employees, and other City-appointed officials.

POLICY:

METHODS OF RECOGNITION

RESOLUTIONS

The City may utilize a Resolution as a means of recognition. A Resolution is a formal, written action of the City Council and must be agendized for a vote. All Resolutions adopted by the City Council are numbered and placed in the official book of Resolutions. Resolutions should only be used in the most significant cases ~~and will be signed by the entire City Council.~~

Adoption of a Resolution requires a staff report with a recommendation and justification for issuing the Resolution.

CERTIFICATES AND PROCLAMATIONS

Certificates and Proclamations are prepared in response to the type of recognition desired. Certificates are prepared for Commendations, Recognitions, and Appointments. Proclamations are prepared when the request is to proclaim something.

The City Council must provide direction to staff with regard to issuing a Certificate or a Proclamation. Presentations will not be agendized if the recipient cannot be present at a City Council meeting to receive the Certificate or Proclamation. A Certificate or a Proclamation may also be presented at an event by the Mayor or the Mayor's designee.

~~Certificates and Proclamations are not issued for Religious Observations, Ethnic Celebrations, or recognition that is not local in nature.~~

**City Council Policy
No. 110
City Recognition Policy**

PLAQUES

Plaques are an appropriate means of recognition for service to the City and will be used at the City Council's discretion.

CITY TILE

The City Tile is a significant way of recognizing the service of City Council Members, ~~Commissioners~~, and full-time City Employees. A City Tile may also be appropriate for dignitaries visiting from other states or countries.

MEETING DEDICATION

There are times when it is appropriate to dedicate a City Council meeting in memory of an individual. The Mayor initiates this action. When the City Council meeting is dedicated, a notation may appear on the agenda, and the Mayor announces that the meeting is in memory of an individual. After the meeting, an appropriate card or ~~certificate~~letter is sent to the family acknowledging the dedication, and the dedication is noted in the minutes.

COUNCIL MEMBER RECOGNITION

A plaque and Resolution of Commendation may be presented as recognition for an outgoing Mayor.

A City Tile and Dais name plate may be presented to outgoing Council Members who complete at least one term of office. A Resolution or Certificate of Recognition will also be presented by the Mayor at a City Council meeting to the outgoing Council Member.

Upon retirement from City service, any Council Member who has served at least two full-terms of office will be eligible for retirement recognition. The City Manager is authorized to incur a reasonable expense to pay for a retirement celebration event in honor of the Council Member. The determined expenditure shall take into consideration years of service, availability of a City facility, and the Council Member's desire for such an event. A City Tile and a Resolution or Certificate of Recognition will also be presented by the Mayor at a City Council meeting to the retiring Council Member.

**City Council Policy
No. 110
City Recognition Policy**

COMMISSIONER/APPOINTED REPRESENTATIVE RECOGNITION

Newly appointed Commissioners and Appointed Representatives are recognized with a Certificate of Appointment ~~at the time the Oath of Office is taken~~ at a City Council Meeting.

If a Commissioner or Appointed Representative finds it necessary to resign from office prior to completion of his/her term, a Certificate of Appreciation will be presented at a City Council Meeting.

A City ~~Tile~~plaque may be presented to outgoing Commissioners and Appointed Representatives who complete at least one full term of office.

FULL-TIME EMPLOYEE RECOGNITION

FIVE YEAR SERVICE RECOGNITION

Employees shall be recognized on the fifth year anniversary of full-time employment with the City of Laguna Hills. ~~At this time t~~The employee shall receive a Certificate of Recognition presented by the City Manager ~~at a C.A.R.E.S. luncheon, or like function. In addition, the employee will~~and will also receive a pen and pencil set.

TEN YEAR SERVICE RECOGNITION

On the tenth year anniversary of full-time employment with the City of Laguna Hills, the employee shall receive a Certificate of Recognition presented by the Mayor at a City Council Meeting. The employee will also receive an engraved clock. For management employees, upon completion of ten years of full-time employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

In addition, ~~any~~ full-time employee who separates from employment with the City after ten years of service may receive a City Tile.

FIFTEEN YEAR SERVICE RECOGNITION

Upon the employee's fifteenth year anniversary of full-time employment, the employee shall receive a Certificate of Recognition presented by the Mayor at a City Council meeting and a ~~fifty dollar one hundred dollar~~ (\$~~50~~100.00) gift certificate to a Laguna Hills ~~restaurant~~business establishment in commemoration of his/her anniversary with the City.

**City Council Policy
No. 110
City Recognition Policy**

TWENTY YEAR SERVICE RECOGNITION

Upon the employee's twentieth year anniversary of employment, the employee shall receive a Certificate of Recognition presented by the Mayor at a City Council meeting and a watch in commemoration of his/her anniversary with the City. The watch will have a not-to-exceed cost of \$300.00. This not-to-exceed cost may be increased by the City Manager over time to account for inflation.

For non-management employees, upon completion of twenty years of full-time employment with the City, the employee shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in the twelve month period after it is received. Such discretionary holiday leave hours do not have any cash value.

TWENTY-FIVE YEAR SERVICE RECOGNITION

On the twenty-fifth year anniversary of full-time employment with the City, the employee will receive a Resolution presented by the Mayor at a City Council Meeting and a two hundred and fifty dollar (\$250.00) gift certificate to a Laguna Hills business establishment in commemoration of his/her silver anniversary with the City.

For management employees, upon completion of twenty-five years of full-time employment with the City, the employee shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in the twelve month period after it is received. Such discretionary holiday leave hours do not have any cash value.

RETIREMENT RECOGNITION

Upon retirement, any regular full-time employee with at least five years of continuous full-time employment with the City of Laguna Hills, who has reached at least the PERS minimum age requirement of fifty years, and has met the PERS conditions for service retirement, will be eligible for retirement recognition. The City Manager is authorized to incur a reasonable expense to pay for a retirement celebration event in honor of the employee. The determined expenditure shall take into consideration years of service, availability of a City facility, and employee's and employer's desire for such an event. A City Tile and /or a Certificate of Recognition ~~will~~may also be presented by the Mayor at a City Council meeting to the retiring employee.

**City Council Policy
No. 110
City Recognition Policy**

MISCELLANEOUS RECOGNITIONS

COMMUNITY EVENTS/COMMUNITY ORGANIZATIONS

There are many events that occur in the community and at times the City is asked to make official recognition. The City Council will provide direction to staff regarding if and how the recognition should occur. In making that determination, the City Council should consider the significance of the event to the entire community.

ATHLETIC/ACADEMIC ACCOMPLISHMENTS

Recognition may be provided when an individual or a team reaches a significant level of competition. Recognition of athletic or academic achievement may be given for a Championship at the CIF/County level or higher. If the individual or team continues to compete at the State and/or National level, recognition should occur when the individual or team has completed the highest level of competition.

Athletic and academic accomplishments should be limited to those made by persons competing in school-related or publicly conducted and sanctioned competitions. Adults residing in the community may also be recognized for their athletic achievements in well-recognized sporting events.

The determination of when recognition is appropriate shall be made by the City Council.

ACTS OF HEROISM

Recognition can be given to those individuals who are residents of Laguna Hills who perform heroic acts. The significance and infrequency of these acts would indicate that this type of commendation should be framed and should be presented at a City Council meeting. The City Council may recognize an act of heroism by a person who is not a resident of Laguna Hills if the person saved is a resident of Laguna Hills. Recognition of those who perform heroic acts will typically be made at the recommendation of the Chief of Police Services, Orange County Fire Authority, or Hospital Administrators.

EAGLE SCOUTS AND GOLDEN ARROW SCOUTS

Young men and women who are residents of Laguna Hills and become Eagle Scouts or Golden Arrow Scouts should be recognized by the City. A Certificate of Commendation will be prepared and presented by the Mayor, either at the

**City Council Policy
No. 110
City Recognition Policy**

Court of Honor where the Eagle Scout or Golden Arrow Scout Award is presented or at a City Council meeting.

REGIONAL EVENTS AND RECOGNITION FOR OTHER CITIES

Appropriate Certificates or Proclamations will be prepared for regional events or in response to requests from other cities. The City Council will provide direction to staff with regard to preparing the recognition.

ATTACHMENTS:

- None

RESOLUTION NO. 2016-12-13-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, AMENDING CITY
COUNCIL POLICY NO. 110, CITY RECOGNITION POLICY

WHEREAS, City Council Policy No. 101 establishes a process for developing, approving, and revising City Council Policies; and

WHEREAS, City Council Policy No. 110 establishes guidelines for official City recognition of groups, individuals, events, Council Members, Commissioners, employees, and other City appointed officials; and

WHEREAS, City Council Policy No. 110 was last revised by the City Council on November 14, 2006; and

WHEREAS, Since it has been more than ten years since the last revision, it is appropriate to update the policy.

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

SECTION 1. The City Council hereby adopts attachment "A" to this Resolution as the amended City Council Policy No. 110, City Recognition Policy.

PASSED, APPROVED, AND ADOPTED this 13th day of December, 2016.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment B - Resolution (1134 : Recognition Policy)

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2016-12-13-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 2016, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment B - Resolution (1134 : Recognition Policy)

EXHIBIT A
CITY OF LAGUNA HILLS



CITY COUNCIL POLICY
SUBJECT: CITY RECOGNITION POLICY
POLICY No. 110

Effective Date: December 14, 2016
Last Revision: December 14, 2016

PURPOSE:

The purpose of this policy is to establish guidelines for official City recognition of groups, individuals, events, Council Members, Commissioners, employees, and other City-appointed officials.

POLICY:

METHODS OF RECOGNITION

RESOLUTIONS

The City may utilize a Resolution as a means of recognition. A Resolution is a formal, written action of the City Council and must be agendized for a vote. All Resolutions adopted by the City Council are numbered and placed in the official book of Resolutions. Resolutions should only be used in the most significant cases.

Adoption of a Resolution requires a staff report with a recommendation and justification for issuing the Resolution.

CERTIFICATES AND PROCLAMATIONS

Certificates and Proclamations are prepared in response to the type of recognition desired. Certificates are prepared for Commendations, Recognitions, and Appointments. Proclamations are prepared when the request is to proclaim something.

The City Council must provide direction to staff with regard to issuing a Certificate or a Proclamation. Presentations will not be agendized if the recipient cannot be present at a City Council meeting to receive the Certificate or Proclamation. A Certificate or a Proclamation may also be presented at an event by the Mayor or the Mayor's designee.

**City Council Policy
No. 110
City Recognition Policy**

PLAQUES

Plaques are an appropriate means of recognition for service to the City and will be used at the City Council's discretion.

CITY TILE

The City Tile is a significant way of recognizing the service of City Council Members, and full-time City Employees. A City Tile may also be appropriate for dignitaries visiting from other states or countries.

MEETING DEDICATION

There are times when it is appropriate to dedicate a City Council meeting in memory of an individual. The Mayor initiates this action. When the City Council meeting is dedicated, a notation may appear on the agenda, and the Mayor announces that the meeting is in memory of an individual. After the meeting, an appropriate card or letter is sent to the family acknowledging the dedication, and the dedication is noted in the minutes.

COUNCIL MEMBER RECOGNITION

A plaque and Resolution of Commendation may be presented as recognition for an outgoing Mayor.

A City Tile and Dais name plate may be presented to outgoing Council Members who complete at least one term of office. A Resolution or Certificate of Recognition will also be presented by the Mayor at a City Council meeting to the outgoing Council Member.

Upon retirement from City service, any Council Member who has served at least two full-terms of office will be eligible for retirement recognition. The City Manager is authorized to incur a reasonable expense to pay for a retirement celebration event in honor of the Council Member. The determined expenditure shall take into consideration years of service, availability of a City facility, and the Council Member's desire for such an event. A City Tile and a Resolution or Certificate of Recognition will also be presented by the Mayor at a City Council meeting to the retiring Council Member.

**City Council Policy
No. 110
City Recognition Policy**

COMMISSIONER/APPOINTED REPRESENTATIVE RECOGNITION

Newly appointed Commissioners and Appointed Representatives are recognized with a Certificate of Appointment at a City Council Meeting.

If a Commissioner or Appointed Representative finds it necessary to resign from office prior to completion of his/her term, a Certificate of Appreciation will be presented at a City Council Meeting.

A City plaque may be presented to outgoing Commissioners and Appointed Representatives who complete at least one full term of office.

FULL-TIME EMPLOYEE RECOGNITION

FIVE YEAR SERVICE RECOGNITION

Employees shall be recognized on the fifth year anniversary of full-time employment with the City of Laguna Hills. The employee shall receive a Certificate of Recognition presented by the City Manager and will also receive a pen and pencil set.

TEN YEAR SERVICE RECOGNITION

On the tenth year anniversary of full-time employment with the City of Laguna Hills, the employee shall receive a Certificate of Recognition presented by the Mayor at a City Council Meeting. The employee will also receive an engraved clock. For management employees, upon completion of ten years of full-time employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

In addition, a full-time employee who separates from employment with the City after ten years of service may receive a City Tile.

FIFTEEN YEAR SERVICE RECOGNITION

Upon the employee's fifteenth year anniversary of full-time employment, the employee shall receive a Certificate of Recognition presented by the Mayor at a City Council meeting and a one-hundred dollar (\$100.00) gift certificate to a Laguna Hills business establishment in commemoration of his/her anniversary with the City.

**City Council Policy
No. 110
City Recognition Policy**

TWENTY YEAR SERVICE RECOGNITION

Upon the employee's twentieth year anniversary of employment, the employee shall receive a Certificate of Recognition presented by the Mayor at a City Council meeting and a watch in commemoration of his/her anniversary with the City. The watch will have a not-to-exceed cost of \$300.00. This not-to-exceed cost may be increased by the City Manager over time to account for inflation.

For non-management employees, upon completion of twenty years of full-time employment with the City, the employee shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in the twelve month period after it is received. Such discretionary holiday leave hours do not have any cash value.

TWENTY-FIVE YEAR SERVICE RECOGNITION

On the twenty-fifth year anniversary of full-time employment with the City, the employee will receive a Resolution presented by the Mayor at a City Council Meeting and a two hundred and fifty dollar (\$250.00) gift certificate to a Laguna Hills business establishment in commemoration of his/her silver anniversary with the City.

For management employees, upon completion of twenty-five years of full-time employment with the City, the employee shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in the twelve month period after it is received. Such discretionary holiday leave hours do not have any cash value.

RETIREMENT RECOGNITION

Upon retirement, any regular full-time employee with at least five years of continuous full-time employment with the City of Laguna Hills, who has reached at least the PERS minimum age requirement of fifty years, and has met the PERS conditions for service retirement, will be eligible for retirement recognition. The City Manager is authorized to incur a reasonable expense to pay for a retirement celebration event in honor of the employee. The determined expenditure shall take into consideration years of service, availability of a City facility, and employee's and employer's desire for such an event. A City Tile and/or a Certificate of Recognition may also be presented by the Mayor at a City Council meeting to the retiring employee.

**City Council Policy
No. 110
City Recognition Policy**

MISCELLANEOUS RECOGNITIONS

COMMUNITY EVENTS/COMMUNITY ORGANIZATIONS

There are many events that occur in the community and at times the City is asked to make official recognition. The City Council will provide direction to staff regarding if and how the recognition should occur. In making that determination, the City Council should consider the significance of the event to the entire community.

ATHLETIC/ACADEMIC ACCOMPLISHMENTS

Recognition may be provided when an individual or a team reaches a significant level of competition. Recognition of athletic or academic achievement may be given for a Championship at the CIF/County level or higher. If the individual or team continues to compete at the State and/or National level, recognition should occur when the individual or team has completed the highest level of competition.

Athletic and academic accomplishments should be limited to those made by persons competing in school-related or publicly conducted and sanctioned competitions. Adults residing in the community may also be recognized for their athletic achievements in well-recognized sporting events.

The determination of when recognition is appropriate shall be made by the City Council.

ACTS OF HEROISM

Recognition can be given to those individuals who are residents of Laguna Hills who perform heroic acts. The significance and infrequency of these acts would indicate that this type of commendation should be framed and should be presented at a City Council meeting. The City Council may recognize an act of heroism by a person who is not a resident of Laguna Hills if the person saved is a resident of Laguna Hills. Recognition of those who perform heroic acts will typically be made at the recommendation of the Chief of Police Services, Orange County Fire Authority, or Hospital Administrators.

EAGLE SCOUTS AND GOLDEN ARROW SCOUTS

Young men and women who are residents of Laguna Hills and become Eagle Scouts or Golden Arrow Scouts should be recognized by the City. A Certificate of Commendation will be prepared and presented by the Mayor, either at the

**City Council Policy
No. 110
City Recognition Policy**

Court of Honor where the Eagle Scout or Golden Arrow Scout Award is presented or at a City Council meeting.

REGIONAL EVENTS AND RECOGNITION FOR OTHER CITIES

Appropriate Certificates or Proclamations will be prepared for regional events or in response to requests from other cities. The City Council will provide direction to staff with regard to preparing the recognition.

ATTACHMENTS:

- None



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Chair and Agency Members
FROM: Cindy Sands
Admin. Assistant to City Manager
ISSUE: Approval of Minutes for November 22, 2016, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the November 22, 2016, Regular Meeting.

ATTACHMENTS:

- PA Minutes 112216

3.2 Approval of Minutes for October 25, 2016, Regular Meeting

Recommendation: That the City Council approve the Minutes of the October 25, 2016, Regular Meeting.

3.3 Approval of Warrant Register for Period Ended November 22, 2016

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,478,584.40.

3.4 Progress Payment No. 2 for Cabot Park Renovation, CIP No. 241-A

Recommendation: That the City Council approve Progress Payment No. 2, in the net amount of \$50,696.75, to Horizons Construction Company for Cabot Park Renovation, CIP No. 241-A.

3.5 Authorization to Advertise for Bids for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for the Arterial Pavement Management Project Street Rehabilitation, CIP No. 175.

3.6 Second Reading and Adoption of an Ordinance Amending and Restating Chapter 4-28 of Title 4 of the Laguna Hills Municipal Code Relating to the Regulation of Massage Establishments

Recommendation: That the City Council adopt Ordinance No. 2016-5, An Ordinance of the City of Laguna Hills, California, amending and restating Chapter 4-28 of Title 4 of the Laguna Hills Municipal Code relating to the regulation of massage establishments.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Pro Tempore Sedgwick recessed the City Council meeting and acting in the capacity of Vice Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California to order at 7:18 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Barbara D. Kogerman	Chair	Absent	
Don Sedgwick	Vice Chair	Present	
Andrew Blount	Agency Member	Absent	
Melody Carruth	Agency Member	Present	
Dore J. Gilbert, M.D.	Agency Member	Present	

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR OCTOBER 25, 2016, REGULAR MEETING**4.3.1 Approval of Minutes for October 25, 2016, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes of the October 25, 2016, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Melody Carruth, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Agency Member
AYES:	Don Sedgwick, Vice Chair; Melody Carruth, Agency Member; Dore J. Gilbert, M.D., Agency Member
ABSENT:	Barbara D. Kogerman, Chair; Andrew Blount, Agency Member

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Site Development Permit (SDPM) No. 5-16-3527, a Request by Alexander + Hibbs AIA, Inc., on Behalf of Saddleback Memorial Medical Center, to Construct a New Central Utilities Plant on the Saddleback Memorial Medical Center Campus at 24451 Health

**Center Drive in the Village Commercial Zone Including Demolition
of the Existing Central Utilities Plant and Associated Site
Improvements**

Community Development Director Chantarangsu briefly reviewed the information provided in the Staff Report and provided a PowerPoint presentation.

Vice Chair Sedgwick opened the Public Hearing.

Rolland Alexander, of Alexander + Hibbs AIA, Inc., spoke in favor of the project.

Andre Torng, a resident of Laguna Woods, inquired about the duration of the construction project.

Vice Chair Sedgwick closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for SDPM No. 5-16-3527; and (2) adopt Resolution No. PA2016-11-22-1, A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Site Development Permit (SDPM) No. 5-16-3527, a request by Alexander + Hibbs AIA, Inc., on behalf of Saddleback Memorial Medical Center, to construct a new central utilities plant on the Saddleback Memorial Medical Center Campus at 24451 Health Center Drive in the Village Commercial Zone including demolition of the existing central utilities plant and associated site improvements.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Melody Carruth, Agency Member
AYES:	Don Sedgwick, Vice Chair; Melody Carruth, Agency Member; Dore J. Gilbert, M.D., Agency Member
ABSENT:	Barbara D. Kogerman, Chair; Andrew Blount, Agency Member

PLANNING AGENCY ADJOURNMENT

Mayor Pro Tempore Sedgwick reconvened the City Council meeting at 7:45 p.m. All Council Members were present with the exception of Mayor Kogerman and Council Member Blount.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit (CUP) No. 7-14-2917, a Request by Core Development Services, on Behalf of Verizon Wireless, to Establish and Operate a New Wireless Communications Facility (WCF) on Property Owned by the City of Laguna Hills and Constructed on an Existing SCE Lattice Tower that is Located Southwest of El Conejo Park, APN 625-121-16 (Known as Luna Bonita) in the OS-3 Zone

RECOMMENDATION: That the Planning Agency continue CUP No. 7-14-2917 to a date certain of January 10, 2017.

SUMMARY:

A few improvement plan details are still being revised by the Applicant. Staff has been informed that revised plans will be completed in time for the January 10, 2017 meeting.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Second Reading and Adoption of Ordinances Amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the Building Standards Code with Amendments, and Amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the California Fire Code with Amendments

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing; and (2) Adopt Ordinances entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 of the Laguna Hills Municipal Code (Buildings and Construction) and adopting by reference the 2016 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2016 California Building Code; the 2016 California Mechanical Code; the 2016 California Electrical Code; the 2016 California Plumbing Code; the 2016 California Residential Code; the 2016 California Green Building Standards Code; the 2016 California Energy Code; the 2016 Building Reference Standards Code; and the 2016 California Existing Building Code, together with certain amendments, additions, and deletions thereto" and "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 2016 Edition of the California Fire Code including Appendices B, BB, C, CC, and H, together with certain amendments, additions, and deletions thereto."

SUMMARY:

2016 Building Standards Code Adoption - Public Hearing and Second Reading
December 13, 2016
Page 2

On November 22, 2016, the City Council introduced for first reading two Ordinances that adopted by reference the new state building codes which become effective on January 1, 2017. The proposed Ordinances were identified as “Option 2” in the November 22, 2016, report to the City Council, which was offered by Mayor Pro Tempore Sedgwick for City Council’s consideration. The Ordinances omit certain restrictions concerning fire rings for single-family residential properties suggested by OCFA. A clarification was also made to OCFA’s amendment of Section 701A.3 of the California Building Code which described how additions and remodels are subject to special construction provisions if located in specified areas. Attachment 1 depicts the changes to OCFA’s recommended language while Attachment 2 contains the Ordinances which are the subject of the proposed Public Hearing.

Staff notes that while the state codes become effective on January 1, 2017, during the interim period of time until the local amendments take effect, the un-amended state building code standards would be applicable. The local amendments contained in the attached Ordinances would become effective on January 13, 2017.

BACKGROUND:

Every three years the State of California updates its building codes for the purpose of promoting safe building construction, energy efficiency, and sustainability. For 2016, the code update encompasses the following codes:

- California Fire Code
- California Building Code
- California Mechanical Code
- California Electrical Code
- California Plumbing Code
- California Residential Code
- California Green Building Code
- California Energy Code
- California Referenced Standards Code

In addition, the state has adopted a new code known as the “Existing Buildings Code” which replaces the “Existing Standards Code.” While the existing regulations focus on mitigation and repair of unreinforced masonry buildings and seismic resistance, the new regulations address a broad variety of topics dealing with the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and

demolition of every existing building or structure, or any appurtenances connected or attached to such buildings or structures in the City.

Collectively these codes are generally known as the “Building Standards Code” and are contained in the California Code of Regulations, Title 24. The proposed codes represent the minimum requirements for new construction and the City has the ability to adopt more restrictive measures based on unique physical circumstances that a community may be subject to including climate, topography, and geology. Based on these conditions, the OCFA has recommended several modifications to the California Building Code, California Residential Code, and California Fire Code for the City Council’s consideration.

The City Council will recall from the November 25, 2016, meeting that it had directed staff to prepare Ordinances for adoption that omitted language recommended by OCFA concerning fire rings. The direction to staff also included adding clarifying language to Section 701A.3 of the California Building Code to describe how additions and remodels are subject to special construction provisions if located in specified areas. The affected language is depicted in Attachment 1 and is shown in redline format to indicate if text was added or removed. Attachment 2 contains the proposed Ordinances.

CONCLUSION:

There are hundreds of technical changes that have been made to the various building codes. They address a broad range of topics including life safety, fire safety, energy efficiency, and construction techniques. The referenced codes are available in the Community Development Department for review as well as on line at the California Building Standards Commission website (www.bsc.ca.gov). The State Codes become effective January 1, 2017. The local amendments would become effective on January 13, 2017, with the adoption of the proposed Ordinances.

CEQA FINDINGS:

Adoption of the proposed Ordinances is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment 1 - Modifications to OCFA Language
- Attachment 2 - Proposed Ordinances
- Attachment 3 - 11-22-16 Agenda Material

Attachment 1 – Modifications to OCFA Language



California Building Code Amended Language

701A.3 Application. New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Fire Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official at the time of construction.

California Residential Code Amended Language

~~**Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas** is hereby added as follows:~~

~~**R1001.13.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas.** Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.~~

~~**Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied petroleum gas** is hereby added as follows:~~

~~**R1001.13.3 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.~~

California Fire Code Amended Language

~~**Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas** is hereby added as follows:~~

~~**307.6.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas.** Fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and~~

~~maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.~~

~~**Section 307.6.2.1 Where prohibited** is hereby added as follows:~~

~~**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and Wildland-Urban Interface Areas (WUI) or in locations where conditions could cause the spread of fire to the WRA or WUI unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.~~

Attachment 2 – Ordinances



ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2016 CALIFORNIA BUILDING CODE; THE 2016 CALIFORNIA MECHANICAL CODE; THE 2016 CALIFORNIA ELECTRICAL CODE; THE 2016 CALIFORNIA PLUMBING CODE; THE 2016 CALIFORNIA RESIDENTIAL CODE; THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2016 CALIFORNIA ENERGY CODE; THE 2016 BUILDING REFERENCE STANDARDS CODE; AND THE 2016 CALIFORNIA EXISTING BUILDING CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO.

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City of Laguna Hills ("City") may adopt by reference the California Building Standards Code, 2016 Edition, as provided in Title 24 of the California Code of Regulations; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.*, and 18941.5 authorize cities to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official, the City Council finds the proposed amendments to the 2016 California Building Standards Code ("amendments") set forth in this ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological or topographical conditions; and

WHEREAS, on October 25, 2016, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 22, 2016; and

WHEREAS, the City Council held a public hearing on November 22, 2016, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2016 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings. The City Council hereby finds that the amendments to the 2016 California Building Code and 2016 California Residential Code are reasonably necessary because of local climatic, geological or topographic conditions, and adopts the findings provided below to support the modifications to the 2016 California Building Code and 2016 California Residential Code.

1. Climatic Conditions

A. Orange County and the City of Laguna Hills are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

2. Topographical Conditions

A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

3. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake

(6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zone s described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

Additional amendments have been made to the 2016 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such codes. The changes

made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2016 California Building Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
701A.3	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
701A.3.2	Construction methods requirements for the detached accessory structures in wildfire areas.	I & II
701A.4	Construction material requirements for the accessory structures in wildfire areas.	I & II
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
Chapter 35	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

The findings above are applicable to amendments to the 2016 California Residential Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
R301.9	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
R309.6	Group R-3 fire sprinkler requirements in attached garages, carports with habitable spaces in accordance with CFC Section 903.2.8	I, II & III
R313.1	Group R-3 Townhome fire sprinkler requirements for additions and alterations in accordance with CFC Section 903.2.8	I, II & III

R313.2	Group R One- and two-family fire sprinkler requirements for additions and alterations in accordance with CFC Section 903.2.8	I, II & III
R313.3.6.2.2	Hydraulically calculated systems	I & II
R1001.13	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
R1001.13.1	Gas-fueled devices	I & II
R1001.13.2	Devices using wood or fuels other than natural gas or LPG	I & II
R1001.13.3	Where prohibited	I & II
Chapter 44	Reference Standards	N/A
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II

SECTION 2. Chapter 10.28 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-28 CALIFORNIA BUILDING CODE

10-28-010 Adoption of the California Building Code.

The California Building Code, 2016 Edition, based on the 2015 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Hills, regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-28.030 Amendments to the California Building Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “Spark Arrester” as follows:

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.

2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 7A Materials and Construction Methods for Exterior Wildfire Exposure.

Section 701A.3 Application is hereby revised to read as follows:

701A.3 Application. New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Fire Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official at the time of construction.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from the applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C – Group U Agricultural Buildings), when located at least 50 feet from an applicable building.

Section 710A.3.2 is hereby revised to read as follows:

710A.3.2 Detached accessory structures within 50 feet of an applicable building shall comply with the requirements of this section.

Section 710A.4 Requirements is hereby revised to read as follows:

710A.4 Requirements. Accessory structures shall be constructed of non-combustible or ignition-resistant materials.

Chapter 9 Fire Protection Systems.

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in-buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

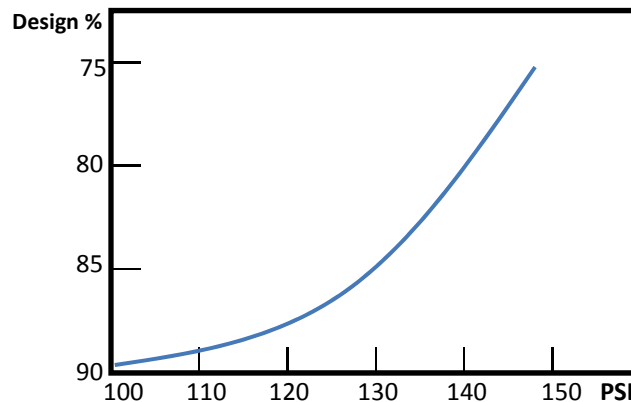
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 35 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design

requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;

3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby revised to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings.

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

SECTION 3. Chapter 10-32 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-32 CALIFORNIA MECHANICAL CODE

10-32.010 Adoption of the California Mechanical Code.

The California Mechanical Code, 2016 Edition, based on the 2015 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Hills, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 4. Chapter 10-36 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-36 CALIFORNIA ELECTRICAL CODE

10-36.010 Adoption of the California Electrical Code.

The California Electrical Code, 2016 Edition, based on the 2014 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the

City of Laguna Hills, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 5. Chapter 10-40 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-40 CALIFORNIA PLUMBING CODE

10-40.010 Adoption of the California Plumbing Code.

The California Plumbing Code, 2016 Edition, based on the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Plumbing Code of the City of Laguna Hills, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 6. Chapter 10-48 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-48 CALIFORNIA RESIDENTIAL CODE

10-48.010 Adoption of the California Residential Code.

The California Residential Code, 2016 Edition, based on the 2015 International Residential Code as published by the International Code Council together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-48.020 Amendments to the Residential Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

3. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
4. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 Building Planning.

Section R301.9 Fuel Modification Requirements for New Construction is hereby added as follows:

R301.9 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program.”

Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.1 Townhouse automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.2 One- and two-family dwellings automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.3.6.2.2 Calculation procedure is hereby revised to read as follows:

R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.3.

(The remainder of the section is unchanged)

Chapter 10 Chimneys and Fireplaces.

Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices is hereby added as follows:

R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking

Section R1001.13.1 Gas-fueled devices is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible

construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Chapter 44 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

SECTION 7. Chapter 10-52 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-52 California Green Building Standards Code

10-52.010 Adoption of the California Green Building Standards Code.

The California Green Building Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the green building standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 8. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-60 (California Energy Code) to read as follows:

Chapter 10-60 California Energy Code

10-60.010 Adoption of the California Energy Code.

The California Energy Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the energy code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 9. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-64 (California Referenced Standards Code) to read as follows:

Chapter 10-64 California Referenced Standards Code

10-64.010 Adoption of the California Referenced Standards Code.

The California Referenced Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 10. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-68 (California Existing Building Code) to read as follows:

Chapter 10-68 California Existing Building Code

10-68.010 Adoption of the California Existing Building Code.

The California Existing Building Code, 2016 Edition, based on the 2015 International Existing Building Code as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills existing building code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 11. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 12. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 13. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 10th DAY OF DECEMBER, 2016.

BARBARA J. KOGERMAN , MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

ORDINANCE NO. 2016-

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 2016 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO.

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Laguna Hills ("City") may adopt by reference the 2016 California Fire Code, based on the International Fire Code, 2015 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California pursuant to Title 24, Part 9 of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2016 California Fire Code including Appendices B, BB, C, CC and H, based on the International Fire Code, 2015 Edition, published by International Code Council (ICC), as adopted by Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, on November 22, 2016, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for December 10, 2016; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred;

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

SECTION 1. Findings. The City Council hereby finds that the proposed amendments to the 2016 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2016 California Fire Code.

I. Climatic Conditions

A. Orange County located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the

geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

A. The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

C. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills,

slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

D. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

The findings above are applicable to amendments to the 2016 California Fire Code and the International Fire Code, 2015 Edition as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
109.4	Violation penalties	Administrative
109.4.2	Infraction & Misdemeanor	Administrative
202	General definitions	Administrative
304.1.2	OCFA Vegetation Management	I
305.6	Hazardous conditions	I & II
305.7	Disposal of rubbish	I & II
307	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
307.6.1	Gas-fueled devices	I & II
307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
307.6.2.1	Where prohibited	I & II
309.2.1	Indoor charging of electric cars	Administrative
320	Fuel modification requirements for new construction	I
321	Clearance of brush or vegetation growth from roadways	I
322	Unusual circumstances	Administrative
323	Use of equipment	I
323.1	Spark arresters	I

324	Sky Lanterns or similar devices	I & II
407.5	Hazardous material inventory statement	I & II
501.1	Scope	Administrative, I, II & III
510.1	Emergency responder radio coverage	Administrative
510.4.2.2	Technical Criteria	Administrative
510.5.1	Approval prior to installation	Administrative
510.5.2	Minimum qualification of personnel	Administrative
510.5.3	Acceptance test procedure	Administrative
510.6.1	Testing and proof of compliance	Administrative
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
2801.2	Permit	Administrative
2808.2	Storage site	Administrative
2808.3	Size of piles	I
2808.4	Pile separation	I
2808.7	Pile fire protection	I
2808.9	Material-handling equipment	I
2808.11	Temperature control	I
2808.11.1	Pile temperature control	I
2808.11.2	New material temperature control	I
2808.12	Water availability for piles	I
2808.13	Tipping area	I
2808.14	Emergency contact	Administrative
4906.3	OCFA Vegetation Management Guideline	I
4908	Fuel modification requirements for new construction	I
5001.5.2	Hazardous materials inventory statement	Administrative
5003.1.1.1	Extremely hazardous substances	I & III
5608.2	Retail fireworks	Administrative
5608.3	Application for permit	Administrative
Chapter 80	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

SECTION 2. Section 5-16.010 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

5-16.010 Adoption of the California Fire Code and International Fire Code

The 2016 California Fire Code, including Appendices B, BB, C, CC, and H based on the International Fire Code, 2015 Edition, published by the International Code Council (ICC), and the whole of the International Fire Code, 2015 Edition, together with the amendments provided in this chapter, are hereby adopted and incorporated by reference, as though set forth at length herein, as the Fire Code of the City of Laguna Hills for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions.. Not less than one copy of said codes has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 3. Section 5-16.030 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

5-16.030 Amendments to the California Fire Code

Chapter 1 Scope and Administration is adopted in its entirety with the following amendments:

Section 109.4 Violation penalties is hereby revised to read as follows:

109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall result in penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.4.2 Infraction and misdemeanor is hereby added as follows:

109.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety

hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Section 202 General Definitions is hereby revised by adding “OCFA,” “Sky Lantern,” and “Spark Arrester” as follows:

202 General Definitions

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SKY LANTERN. An airborne lantern typically made of paper, Mylar, or other lightweight material with a wood, plastic, or metal frame containing a candle, fuel cell, or other heat source that provides buoyancy.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 General Requirements is adopted in its entirety with the following amendments:

Section 304.1.2 Vegetation is hereby revised to read as follows:

304.1.2 Vegetation. Type, amount, or arrangement of weeds, grass, vines or other growth that is capable of being ignited and endangering property-needing to comply with OCFA Guidelines, shall be cut, thinned, and removed by the owner or occupant of the premises in accordance with OCFA Guideline C-05 “Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49.

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised to read as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach

upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 309.2.1 Indoor charging of electric carts/cars is hereby added as follows:

309.2.1 Indoor charging of electric carts/cars. Indoor charging of electric carts/cars where the combined volume of all battery electrolyte exceeds 50 gallons shall comply with following:

1. Spill control and neutralization shall be provided and comply with Section 608.5.
2. Room ventilation shall be provided and comply with Section 608.6.1
3. Signage shall be provided and comply with Section 608.7.1
4. Smoke detection shall be provided and comply with Section 608.9.

Section 320 Fuel Modification Requirements for New Construction is hereby added as follows:

320 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 321 Clearance of brush or vegetation growth from roadways is hereby added as follows:

321 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 322 Unusual Circumstances is hereby added as follows:

322 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 323 Use of Equipment is hereby added as follows:

323 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 323.1 Spark Arresters is hereby added as follows:

323.1 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 323 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Section 324 Sky Lanterns or similar devices is hereby added as follows:

324 Sky Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or similar device is prohibited.

Chapter 4: Emergency Planning and Preparedness. Only the following sections and subsections of Chapter 4 are enacted:

401

401.3.4

401.9

402

403.2

404.5 – 404.6.6

407

Section 407.5 is revised to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall include OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

Chapter 5 Fire Service Features is adopted in its entirety with the following amendments:

Section 501.1 Scope is revised to read as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas shall also comply with OCFA Guideline B-09a, "Fire Safe Development in State Responsibility Areas."

Section 510.1 Emergency responder radio coverage is revised to read as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This

section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the local authority having jurisdiction's ordinance and this code.

Exceptions:

1. Where it is determined by the fire code official that the radio coverage system is not needed.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

This section shall not apply to the following:

1. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
2. Elevators.
3. Structures that are three stories or less without subterranean storage or parking and that do not exceed 50,000 square feet on any single story.
4. Wood-constructed residential structures four stories or less without subterranean storage or parking that are not built integral to an above ground multi-story parking structure.
5. Should construction that is three stories or less that does not exceed 50,000 square feet on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

Section 510.2 Emergency responder radio coverage in existing buildings is deleted without replacement:

Section 510.4.2.2 Technical criteria is revised to read as follows:

510.4.2.2 Technical criteria. The fire code official shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, and other supporting technical information.

1. The frequency range supported from the 800 MHz Countywide Communications System shall be 851-869 MHz (base transmitter frequencies).

2. The frequency range supported to the 800 MHz Countywide Communications System shall be 806-824 MHz (radio field transmit frequencies).
3. A public safety radio amplification system shall include filters to reject frequencies below 851 MHz and frequencies above 869 MHz by a minimum of 35dB.
4. All system components must be 100 percent compatible with analog and digital modulations after installation without adjustments or modifications. The systems must be capable of encompassing the frequencies stated herein and capable of future modifications to a frequency range subsequently established by the jurisdiction.
5. Active devices shall have a minimum of -50 dB 3rd order intermodulation protection.
6. All active in-building coverage devices shall be FCC Part 90 Type Certified

Section 510.5.1 Approval prior to installation is revised to read as follows:

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC shall not be installed without prior plan submittal, coordination and approval from Orange County Communications and a copy of the approved plan provided to the fire and building code officials.

Section 510.5.2 Minimum qualification of personnel is revised to read as follows:

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio operator's license.
2. Certification of in-building system training issued by a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.

Section 510.5.3 Acceptance test procedure item 7 is revised to read as follows:

510.5.3 Acceptance test procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage on each floor of the building is not less than 90 percent. The test procedure shall be conducted as follows: ...

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and subsequent annual inspections by the FCC licensed technician hired by the property owner and an OCSD/Communications Division FCC-certified technician.

Section 510.6.1 Testing and proof of compliance is revised to read as follows:

510.6.1 Testing and proof of compliance.

The owner of the building or their representative shall have the emergency responder radio coverage system ~~shall be~~ inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building system components shall be tested to determine general functional operability.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. Other active components shall be checked to verify operation within the manufacturer's specifications.
5. If noncompliance is found, the FCC licensed technician will assess improvements necessary and provide such information to OCSD Communications and the fire and building code officials.
6. At the conclusion of the testing, a certification report, which shall verify compliance with Section 510.5.3, shall be submitted to OCSD Communications and the fire and building code officials.

Chapter 9 Fire Protection Systems is adopted in its entirety with the following amendments:

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code

Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

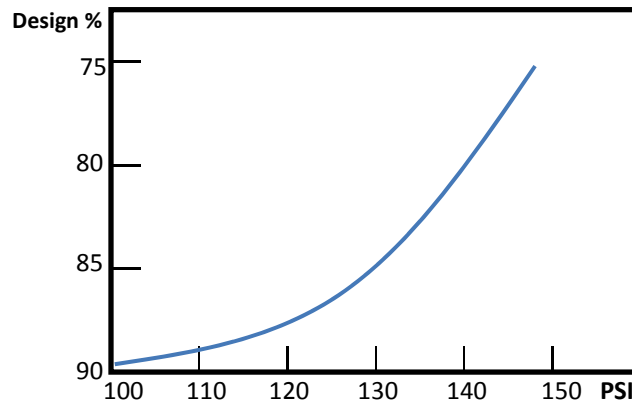
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 11 Construction Requirements for Existing Buildings. Only the following sections and subsections of Chapter 11 are enacted:

1103.7
 1103.7.3
 1103.7.3.1
 1103.7.8 – 1103.7.8.2
 1103.7.9 – 1103.7.9.10
 1103.8 – 1103.8.5.3
 1107
 1113
 1114
 1115
 1116

Chapter 20 Aviation Facilities is adopted in its entirety without amendments.

Chapter 21 Dry Cleaning is adopted in its entirety without amendments.

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety without amendments.

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety without amendments.

Chapter 24 Flammable Finishes is adopted in its entirety without amendments.

Chapter 25 Fruit and Crop Ripening is deleted in its entirety.

Chapter 26 Fumigation and Insecticidal Fogging is deleted in its entirety.

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety without amendments.

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised to read as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2 Storage site is hereby revised to read as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.

3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4 Pile Separation is hereby revised to read as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised to read as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised to read as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.

5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety without amendments.

Chapter 30 Industrial Ovens is adopted in its entirety without amendments.

Chapter 31 Tents and Other Membrane Structures is adopted in its entirety without amendments.

Chapter 32 High-Piled Combustible Storage is adopted in its entirety without amendments.

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety without amendments.

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety without amendments.

Chapter 35 Welding and Other Hot Work is adopted in its entirety without amendments.

Chapter 36 Marinas is adopted in its entirety without amendments.

Chapter 37 Combustible Fibers is adopted in its entirety without amendments.

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety without amendments.

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendments:

Section 4906.3 Requirements is hereby revised to read as follows:

4906.3 Requirements. Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation “General Guideline to Create Defensible Space”).
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Section 4908 Fuel Modification Requirements for New Construction is hereby added as follows:

4908 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”
 - 3.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.
4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the

fire code official.

5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS) is hereby revised to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include Orange County Fire Authority's Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 Aerosols is adopted in its entirety without amendments.

Chapter 53 Compressed Gases is adopted in its entirety without amendments.

Chapter 54 Corrosive materials is adopted in its entirety without amendments.

Chapter 55 Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 56 Explosives and Fireworks is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety without amendments.

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 59 Flammable Solids is adopted in its entirety without amendments.

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety without amendments.

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety without amendments.

Chapter 62 Organic Peroxides is adopted in its entirety without amendments.

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 64 Pyrophoric Materials is adopted in its entirety without amendments.

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety without amendments.

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety without amendments.

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety without amendments.

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers

5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 2) Use a maximum of 40 psi, if available;
- 3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service:

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby revised to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

- (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(5) Control valves installed in a fire-rated room accessible from the exterior

(6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is deleted in its entirety without amendments.

Appendix B is adopted in its entirety without amendments.

Appendix BB is adopted in its entirety without amendments.

Appendix C is adopted in its entirety without amendments.

Appendix CC is adopted in its entirety without amendments.

Appendix D is deleted in its entirety without amendments.

Appendix E is deleted in its entirety without amendments.

Appendix F is deleted in its entirety without amendments.

Appendix G is deleted in its entirety without amendments.

Appendix H is adopted in its entirety without amendments.

Appendix I is deleted in its entirety without amendments.

Appendix J is deleted in its entirety without amendments.

Appendix K is deleted in its entirety without amendments.

Appendix L is deleted in its entirety without amendments.

Appendix M is deleted in its entirety without amendments.

Appendix N is deleted in its entirety without amendments.

SECTION 4. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is

not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this __TH DAY OF DECEMBER, 2016.

BARBARA KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment 3 – Nov. 22, 2016 Agenda Material





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: November 22, 2016

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Second Reading and Adoption of Ordinances Amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the Building Standards Code with Amendments, and Amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and Adopting by Reference the 2016 Edition of the California Fire Code with Amendments.

RECOMMENDATION: OPTION 1: That the City Council (1) Conduct a Public Hearing; and (2) Adopt ordinances entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 of the Laguna Hills Municipal Code (Buildings and Construction) and adopting by reference the 2016 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2016 California Building Code; the 2016 California Mechanical Code; the 2016 California Electrical Code; the 2016 California Plumbing Code; the 2016 California Residential Code; the 2016 California Green Building Standards Code; the 2016 California Energy Code; the 2016 Building Reference Standards Code; and the 2016 California Existing Building Code, together with certain amendments, additions, and deletions thereto" and "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 2016 Edition of the California Fire Code including Appendices B, BB, C, CC, and H, together with certain amendments, additions, and deletions thereto."

OR, OPTION 2: As a result of certain amendments to the proposed Ordinances recently requested by Mayor Pro Tempore Sedgwick, as revised by City staff and as set forth in Attachments C and D attached hereto, that the City Council: (1) Re-introduce for first reading, read by title only, and waive further reading of Ordinances entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 10 of the Laguna Hills

2016 Building Standards Code Adoption - Public Hearing and Second Reading

November 22, 2016

Page 2

Municipal Code (Buildings and Construction) and adopting by reference the 2016 Edition of the California Building Standards Code (California Code of Regulations, Title 24), consisting of the 2016 California Building Code; the 2016 California Mechanical Code; the 2016 California Electrical Code; the 2016 California Plumbing Code; the 2016 California Residential Code; the 2016 California Green Building Standards Code; the 2016 California Energy Code; the 2016 Building Reference Standards Code; and the 2016 California Existing Building Code, together with certain amendments, additions, and deletions thereto" **and** "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 2016 Edition of the California Fire Code including Appendices B, BB, C, CC, and H, together with certain amendments, additions, and deletions thereto;" (2) Direct that the revised Ordinances as set forth in Attachments C and D attached hereto be placed on the December 13, 2016, meeting agenda for a Public Hearing, second reading, and adoption; and (3) continue the Public Hearing to December 13, 2016.

SUMMARY:

On October 25, 2016, the City Council introduced for first reading two Ordinances that adopted by reference the new state building codes which become effective on January 1, 2017. Amendments provided by the Orange County Fire Authority (OCFA) were included in the recommended Ordinances. At the request of Mayor Pro Tempore Sedgwick, staff recently revisited certain sections of the California Building Code, the California Residential Code, and the California Fire Code with OCFA, which recommended that more stringent measures be adopted than what was required by the state. OCFA requested that amendments to Chapter 10 of the California Residential Code and Chapter 3 of the California Fire Code be included to place additional location and construction requirements on fire rings located on single-family residential properties. At Mayor Pro Tempore Sedgwick's request, staff also requested that OCFA further explain and clarify language of OCFA's amendment at Section 701A.3 of the California Building Code which describes how additions and remodels are subject to special construction provisions if located in specified areas.

Staff reviewed these code sections with OCFA and OCFA staff did not object to the deletion of amendments that placed additional restrictions and regulations on fire rings. OCFA staff also supported the addition of clarifying language to Section 701A.3 of the California Building Code.

Proceeding with Option 1 would result in the adoption of the new codes as introduced for first reading and presented to the City Council at the October 25, 2016 meeting. To

2016 Building Standards Code Adoption - Public Hearing and Second Reading

November 22, 2016

Page 3

proceed with Option 1, the City Council should move forward with conducting the Public Hearing and adopt the Ordinances contained in Attachments A and B. The recommendation in Option 1 results in the adoption of the new codes with all of the amendments proposed by OCFA. The new codes would be effective on January 1, 2017. Proceeding with Option 2 would incorporate Mayor Pro Tempore Sedgwick's proposed modifications, but would require the re-introduction of the Ordinances. Under this approach, the City Council must re-introduce for first reading the modified Ordinances contained in Attachments C and D. Under Option 2, the City's formal adoption of the building codes would not become effective until January 13, 2017. However, the state codes become effective on January 1, 2017, and during the interim period of time until the local amendments take effect, the un-amended state building code standards would be applicable.

BACKGROUND:

Every three years the State of California updates its building codes for the purpose of promoting safe building construction, energy efficiency, and sustainability. For 2016, the code update encompasses the following codes:

- California Fire Code
- California Building Code
- California Mechanical Code
- California Electrical Code
- California Plumbing Code
- California Residential Code
- California Green Building Code
- California Energy Code
- California Referenced Standards Code

In addition, the state has adopted a new code known as the "Existing Buildings Code" which replaces the "Existing Standards Code." While the existing regulations focus on mitigation and repair of unreinforced masonry buildings and seismic resistance, the new regulations address a broad variety of topics dealing with the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every existing building or structure, or any appurtenances connected or attached to such buildings or structures in the City.

Collectively these codes are generally known as the "Building Standards Code" and are contained in the California Code of Regulations, Title 24. The proposed codes represent

the minimum requirements for new construction and the City has the ability to adopt more restrictive measures based on unique physical circumstances that a community may be subject to including climate, topography, and geology. Based on these conditions, the OCFA has recommended several modifications to the California Building Code, California Residential Code, and California Fire Code for the City Council's consideration. At the October 25, 2016 meeting, staff recommended that the amendments proposed by OCFA be incorporated into the new codes.

DISCUSSION RE: PROPOSED OCFA AMENDMENTS:

Subsequent to the City Council's first reading and introduction of the proposed ordinances, Mayor Pro Tempore Sedgwick recently identified sections in Chapter 10 of the California Residential Code and Chapter 3 of the California Fire Code to exclude from OCFA's amendments. These sections place extra requirements on outdoor fire places, fire pits, fire rings, or similar devices which might be built on a single-family property. OCFA's amendments would prohibit wood burning fire rings on over 100 properties in the City, and require permanent or portable fireplaces to be used at all other properties. Attachment A at Pages 18 and 19 and Attachment B at Page 9, respectively, identify these amendments. This language has been removed from and does not appear in Attachments C or D.

Mayor Pro Tempore Sedgwick also sought language from OCFA to clarify Section 701A.3 of the California Building Code. This section gives OCFA the authority to require additions and building remodels to be constructed of upgraded materials that are fire resistive for properties located in specified areas. Mayor Pro Tempore Sedgwick's requested clarification more clearly specifies that the section would only be applicable to additions and remodels if upgraded materials and/or construction methods were required "at the time of construction." This change has been noted on Page 7 of Attachment C.

CONCLUSION:

There are hundreds of other technical changes that have been made to the various building codes. They address a broad range of topics including life safety, fire safety, energy efficiency, and construction techniques. The referenced codes are available in the Community Development Department for review as well as on line at the California Building Standards Commission website (www.bsc.ca.gov). The State Codes become effective January 1, 2017. The local amendments would become effective on January 1, 2017, as well if the City Council moves forward with Option 1. Otherwise, moving

2016 Building Standards Code Adoption - Public Hearing and Second Reading
November 22, 2016
Page 5

forward with Option 2 would result in the revised ordinances and the local amendments thereto becoming effective on January 13, 2017.

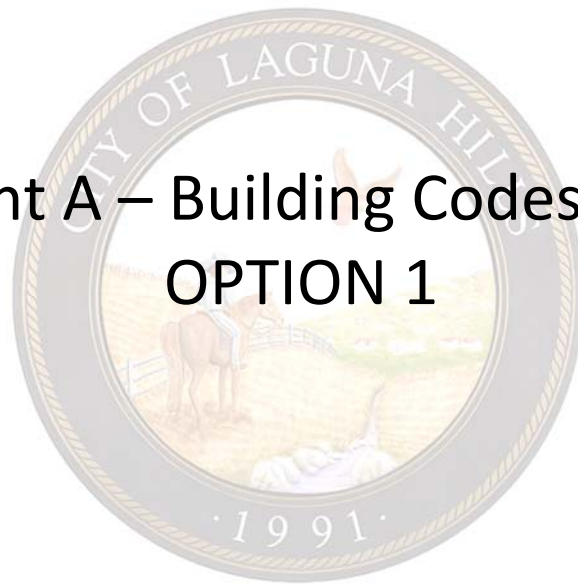
CEQA FINDINGS:

Adoption of the proposed Ordinances is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment A - Building Codes Ordinance - OPTION 1
- Attachment B - Fire Code Ordinance - OPTION 1
- Attachment C - Building Codes Ordinance - OPTION 2 (REVISED)
- Attachment D - Fire Code Ordinance - OPTION 2 (REVISED)

Attachment A – Building Codes Ordinance OPTION 1



ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2016 CALIFORNIA BUILDING CODE; THE 2016 CALIFORNIA MECHANICAL CODE; THE 2016 CALIFORNIA ELECTRICAL CODE; THE 2016 CALIFORNIA PLUMBING CODE; THE 2016 CALIFORNIA RESIDENTIAL CODE; THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2016 CALIFORNIA ENERGY CODE; THE 2016 BUILDING REFERENCE STANDARDS CODE; AND THE 2016 CALIFORNIA EXISTING BUILDING CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO.

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City of Laguna Hills ("City") may adopt by reference the California Building Standards Code, 2016 Edition, as provided in Title 24 of the California Code of Regulations; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.*, and 18941.5 authorize cities to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official, the City Council finds the proposed amendments to the 2016 California Building Standards Code ("amendments") set forth in this ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological or topographical conditions; and

WHEREAS, on October 25, 2016, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 22, 2016; and

WHEREAS, the City Council held a public hearing on November 22, 2016, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2016 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings. The City Council hereby finds that the amendments to the 2016 California Building Code and 2016 California Residential Code are reasonably necessary because of local climatic, geological or topographic conditions, and adopts the findings provided below to support the modifications to the 2016 California Building Code and 2016 California Residential Code.

1. Climatic Conditions

A. Orange County and the City of Laguna Hills are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

2. Topographical Conditions

A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

3. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault,

located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

Additional amendments have been made to the 2016 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such codes. The changes made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2016 California Building Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
701A.3	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
701A.3.2	Construction methods requirements for the detached accessory structures in wildfire areas.	I & II
701A.4	Construction material requirements for the accessory structures in wildfire areas.	I & II
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
Chapter 35	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

The findings above are applicable to amendments to the 2016 California Residential Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
R301.9	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
R309.6	Group R-3 fire sprinkler requirements in attached garages, carports with habitable spaces in accordance with CFC Section 903.2.8	I, II & III
R313.1	Group R-3 Townhome fire sprinkler requirements for additions	I, II & III

	and alterations in accordance with CFC Section 903.2.8	
R313.2	Group R One- and two-family fire sprinkler requirements for additions and alterations in accordance with CFC Section 903.2.8	I, II & III
R313.3.6.2.2	Hydraulically calculated systems	I & II
R1001.13	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
R1001.13.1	Gas-fueled devices	I & II
R1001.13.2	Devices using wood or fuels other than natural gas or LPG	I & II
R1001.13.3	Where prohibited	I & II
Chapter 44	Reference Standards	N/A
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II

SECTION 2. Chapter 10.28 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-28 CALIFORNIA BUILDING CODE

10-28-010 Adoption of the California Building Code.

The California Building Code, 2016 Edition, based on the 2015 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Hills, regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-28.030 Amendments to the California Building Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “Spark Arrester” as follows:

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 7A Materials and Construction Methods for Exterior Wildfire Exposure.

Section 701A.3 Application is hereby revised to read as follows:

701A.3 Application. New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Fire Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from the applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C – Group U Agricultural Buildings), when located at least 50 feet from an applicable building.

Section 710A.3.2 is hereby revised to read as follows:

710A.3.2 Detached accessory structures within 50 feet of an applicable building shall comply with the requirements of this section.

Section 710A.4 Requirements is hereby revised to read as follows:

710A.4 Requirements. Accessory structures shall be constructed of non-combustible or ignition-resistant materials.

Chapter 9 Fire Protection Systems.

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

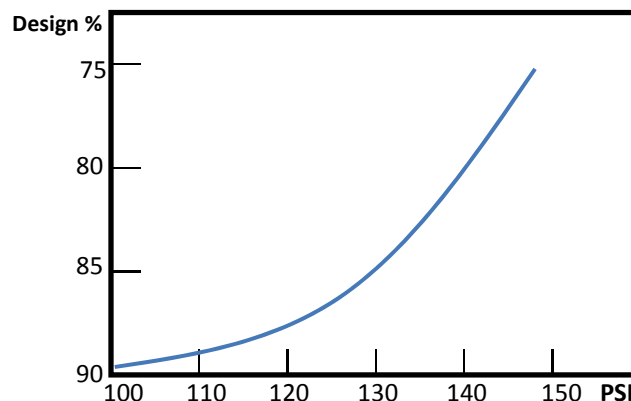
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 35 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½"

inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby revised to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the

joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings.

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

SECTION 3. Chapter 10-32 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-32 CALIFORNIA MECHANICAL CODE

10-32.010 Adoption of the California Mechanical Code.

The California Mechanical Code, 2016 Edition, based on the 2015 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Hills, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code

has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 4. Chapter 10-36 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-36 CALIFORNIA ELECTRICAL CODE

10-36.010 Adoption of the California Electrical Code.

The California Electrical Code, 2016 Edition, based on the 2014 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the City of Laguna Hills, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 5. Chapter 10-40 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-40 CALIFORNIA PLUMBING CODE

10-40.010 Adoption of the California Plumbing Code.

The California Plumbing Code, 2016 Edition, based on the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Plumbing Code of the City of Laguna Hills, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 6. Chapter 10-48 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-48 CALIFORNIA RESIDENTIAL CODE

10-48.010 Adoption of the California Residential Code.

The California Residential Code, 2016 Edition, based on the 2015 International Residential Code as published by the International Code Council together with the

amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-48.020 Amendments to the Residential Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

3. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
4. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 Building Planning.

Section R301.9 Fuel Modification Requirements for New Construction is hereby added as follows:

R301.9 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program.”

Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.1 Townhouse automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.2 One- and two-family dwellings automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.3.6.2.2 Calculation procedure is hereby revised to read as follows:

R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.3.

(The remainder of the section is unchanged)

Chapter 10 Chimneys and Fireplaces.

Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices is hereby added as follows:

R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices.

Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking

Section R1001.13.1 Gas-fueled devices is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.3 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones

(FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Chapter 44 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

SECTION 7. Chapter 10-52 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-52 California Green Building Standards Code

10-52.010 Adoption of the California Green Building Standards Code.

The California Green Building Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the green building standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 8. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-60 (California Energy Code) to read as follows:

Chapter 10-60 California Energy Code

10-60.010 Adoption of the California Energy Code.

The California Energy Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the energy code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 9. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-64 (California Referenced Standards Code) to read as follows:

Chapter 10-64 California Referenced Standards Code

10-64.010 Adoption of the California Referenced Standards Code.

The California Referenced Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 10. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-68 (California Existing Building Code) to read as follows:

Chapter 10-68 California Existing Building Code

10-68.010 Adoption of the California Existing Building Code.

The California Existing Building Code, 2016 Edition, based on the 2015 International Existing Building Code as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills existing building code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 11. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 12. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 13. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 22nd DAY OF NOVEMBER, 2016.

BARBARA J. KOGERMAN , MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

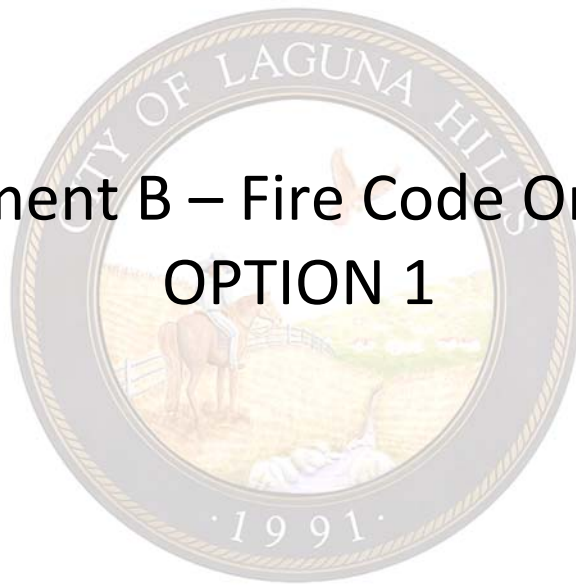
ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment B – Fire Code Ordinance OPTION 1



ORDINANCE NO. 2016-

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 2016 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO.

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Laguna Hills ("City") may adopt by reference the 2016 California Fire Code, based on the International Fire Code, 2015 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California pursuant to Title 24, Part 9 of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2016 California Fire Code including Appendices B, BB, C, CC and H, based on the International Fire Code, 2015 Edition, published by International Code Council (ICC), as adopted by Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, on October ____, 2016, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading fo the Ordinance for November ____, 2016e; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred;

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

SECTION 1. Findings. The City Council hereby finds that the proposed amendments to the 2016 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2016 California Fire Code.

I. Climatic Conditions

A. Orange County located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

A. The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

C. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

D. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

The findings above are applicable to amendments to the 2016 California Fire Code and the International Fire Code, 2015 Edition as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
109.4	Violation penalties	Administrative
109.4.2	Infraction & Misdemeanor	Administrative
202	General definitions	Administrative
304.1.2	OCFA Vegetation Management	I
305.6	Hazardous conditions	I & II
305.7	Disposal of rubbish	I & II
307	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
307.6.1	Gas-fueled devices	I & II
307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
307.6.2.1	Where prohibited	I & II
309.2.1	Indoor charging of electric cars	Administrative
320	Fuel modification requirements for new construction	I
321	Clearance of brush or vegetation growth from roadways	I

322	Unusual circumstances	Administrative
323	Use of equipment	I
323.1	Spark arresters	I
324	Sky Lanterns or similar devices	I & II
407.5	Hazardous material inventory statement	I & II
501.1	Scope	Administrative, I, II & III
510.1	Emergency responder radio coverage	Administrative
510.4.2.2	Technical Criteria	Administrative
510.5.1	Approval prior to installation	Administrative
510.5.2	Minimum qualification of personnel	Administrative
510.5.3	Acceptance test procedure	Administrative
510.6.1	Testing and proof of compliance	Administrative
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
2801.2	Permit	Administrative
2808.2	Storage site	Administrative
2808.3	Size of piles	I
2808.4	Pile separation	I
2808.7	Pile fire protection	I
2808.9	Material-handling equipment	I
2808.11	Temperature control	I
2808.11.1	Pile temperature control	I
2808.11.2	New material temperature control	I
2808.12	Water availability for piles	I
2808.13	Tipping area	I
2808.14	Emergency contact	Administrative
4906.3	OCFA Vegetation Management Guideline	I
4908	Fuel modification requirements for new construction	I
5001.5.2	Hazardous materials inventory statement	Administrative
5003.1.1.1	Extremely hazardous substances	I & III
5608.2	Retail fireworks	Administrative
5608.3	Application for permit	Administrative
Chapter 80	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply	Administrative & III

	Systems)	
--	----------	--

SECTION 2. Section 5-16.010 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

5-16.010 Adoption of the California Fire Code and International Fire Code

The 2016 California Fire Code, including Appendices B, BB, C, CC, and H based on the International Fire Code, 2015 Edition, published by the International Code Council (ICC), and the whole of the International Fire Code, 2015 Edition, together with the amendments provided in this chapter, are hereby adopted and incorporated by reference, as though set forth at length herein, as the Fire Code of the City of Laguna Hills for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions.. Not less than one copy of said codes has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 3. Section 5-16.030 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

5-16.030 Amendments to the California Fire Code

Chapter 1 Scope and Administration is adopted in its entirety with the following amendments:

Section 109.4 Violation penalties is hereby revised to read as follows:

109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall result in penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.4.2 Infraction and misdemeanor is hereby added as follows:

109.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Section 202 General Definitions is hereby revised by adding “OCFA,” “Sky Lantern,” and “Spark Arrester” as follows:

202 General Definitions

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SKY LANTERN. An airborne lantern typically made of paper, Mylar, or other lightweight material with a wood, plastic, or metal frame containing a candle, fuel cell, or other heat source that provides buoyancy.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 General Requirements is adopted in its entirety with the following amendments:

Section 304.1.2 Vegetation is hereby revised to read as follows:

304.1.2 Vegetation. Type, amount, or arrangement of weeds, grass, vines or other growth that is capable of being ignited and endangering property needing to comply with OCFA Guidelines, shall be cut, thinned, and removed by the owner or occupant of the premises in accordance with OCFA Guideline C-05 “Vegetation Management Guideline—Technical Design for New

Construction, Fuel Modification Plans, and Maintenance Program. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49.

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised to read as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible

construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and Wildland-Urban Interface Areas (WUI) or in locations where conditions could cause the spread of fire to the WRA or WUI unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 309.2.1 Indoor charging of electric carts/cars is hereby added as follows:

309.2.1 Indoor charging of electric carts/cars. Indoor charging of electric carts/cars where the combined volume of all battery electrolyte exceeds 50 gallons shall comply with following:

1. Spill control and neutralization shall be provided and comply with Section 608.5.
2. Room ventilation shall be provided and comply with Section 608.6.1
3. Signage shall be provided and comply with Section 608.7.1
4. Smoke detection shall be provided and comply with Section 608.9.

Section 320 Fuel Modification Requirements for New Construction is hereby added as follows:

320 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 321 Clearance of brush or vegetation growth from roadways is hereby added as follows:

321 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 322 Unusual Circumstances is hereby added as follows:

322 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.

5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 323 Use of Equipment is hereby added as follows:

323 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 323.1 Spark Arresters is hereby added as follows:

323.1 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 323 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Section 324 Sky Lanterns or similar devices is hereby added as follows:

324 Sky Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or similar device is prohibited.

Chapter 4: Emergency Planning and Preparedness. Only the following sections and subsections of Chapter 4 are enacted:

401

401.3.4

401.9

402

403.2

404.5 – 404.6.6

407

Section 407.5 is revised to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall include OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

Chapter 5 Fire Service Features is adopted in its entirety with the following amendments:

Section 501.1 Scope is revised to read as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas shall also comply with OCFA Guideline B-09a, "Fire Safe Development in State Responsibility Areas."

Section 510.1 Emergency responder radio coverage is revised to read as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the local authority having jurisdiction's ordinance and this code.

Exceptions:

1. Where it is determined by the fire code official that the radio coverage system is not needed.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative

impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

This section shall not apply to the following:

1. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
2. Elevators.
3. Structures that are three stories or less without subterranean storage or parking and that do not exceed 50,000 square feet on any single story.
4. Wood-constructed residential structures four stories or less without subterranean storage or parking that are not built integral to an above ground multi-story parking structure.
5. Should construction that is three stories or less that does not exceed 50,000 square feet on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

Section 510.2 Emergency responder radio coverage in existing buildings is deleted without replacement:

Section 510.4.2.2 Technical criteria is revised to read as follows:

510.4.2.2 Technical criteria. The fire code official shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, and other supporting technical information.

1. The frequency range supported from the 800 MHz Countywide Communications System shall be 851-869 MHz (base transmitter frequencies).
2. The frequency range supported to the 800 MHz Countywide Communications System shall be 806-824 MHz (radio field transmit frequencies).
3. A public safety radio amplification system shall include filters to reject frequencies below 851 MHz and frequencies above 869 MHz by a minimum of 35dB.
4. All system components must be 100 percent compatible with analog and digital modulations after installation without adjustments or modifications. The systems must be capable of encompassing the frequencies stated

herein and capable of future modifications to a frequency range subsequently established by the jurisdiction.

5. Active devices shall have a minimum of -50 dB 3rd order intermodulation protection.
6. All active in-building coverage devices shall be FCC Part 90 Type Certified

Section 510.5.1 Approval prior to installation is revised to read as follows:

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC shall not be installed without prior plan submittal, coordination and approval from Orange County Communications and a copy of the approved plan provided to the fire and building code officials.

Section 510.5.2 Minimum qualification of personnel is revised to read as follows:

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio operator's license.
2. Certification of in-building system training issued by a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.

Section 510.5.3 Acceptance test procedure item 7 is revised to read as follows:

510.5.3 Acceptance test procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage on each floor of the building is not less than 90 percent. The test procedure shall be conducted as follows: ...

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and subsequent annual inspections by the FCC licensed technician hired by the property owner and an OCSD/Communications Division FCC-certified technician.

Section 510.6.1 Testing and proof of compliance is revised to read as follows:

510.6.1 Testing and proof of compliance.

The owner of the building or their representative shall have the emergency responder radio coverage system ~~shall be~~ inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building system components shall be tested to determine general functional operability.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. Other active components shall be checked to verify operation within the manufacturer's specifications.
5. If noncompliance is found, the FCC licensed technician will assess improvements necessary and provide such information to OCSD Communications and the fire and building code officials.
6. At the conclusion of the testing, a certification report, which shall verify compliance with Section 510.5.3, shall be submitted to OCSD Communications and the fire and building code officials.

Chapter 9 Fire Protection Systems is adopted in its entirety with the following amendments:

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

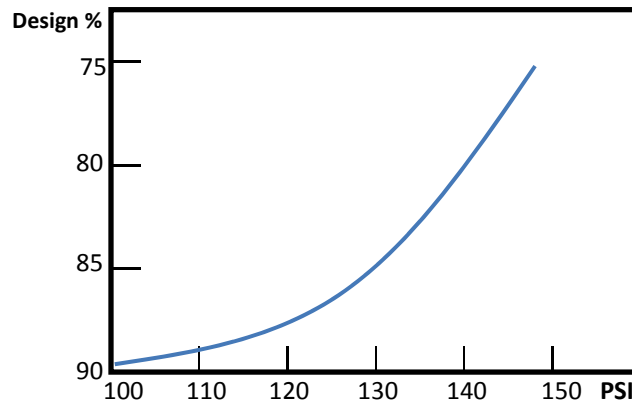
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 11 Construction Requirements for Existing Buildings. Only the following sections and subsections of Chapter 11 are enacted:

1103.7
 1103.7.3
 1103.7.3.1
 1103.7.8 – 1103.7.8.2
 1103.7.9 – 1103.7.9.10
 1103.8 – 1103.8.5.3
 1107
 1113
 1114
 1115
 1116

Chapter 20 Aviation Facilities is adopted in its entirety without amendments.

Chapter 21 Dry Cleaning is adopted in its entirety without amendments.

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety without amendments.

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety without amendments.

Chapter 24 Flammable Finishes is adopted in its entirety without amendments.

Chapter 25 Fruit and Crop Ripening is deleted in its entirety.

Chapter 26 Fumigation and Insecticidal Fogging is deleted in its entirety.

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety without amendments.

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised to read as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2 Storage site is hereby revised to read as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.

3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4 Pile Separation is hereby revised to read as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised to read as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised to read as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.

5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety without amendments.

Chapter 30 Industrial Ovens is adopted in its entirety without amendments.

Chapter 31 Tents and Other Membrane Structures is adopted in its entirety without amendments.

Chapter 32 High-Piled Combustible Storage is adopted in its entirety without amendments.

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety without amendments.

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety without amendments.

Chapter 35 Welding and Other Hot Work is adopted in its entirety without amendments.

Chapter 36 Marinas is adopted in its entirety without amendments.

Chapter 37 Combustible Fibers is adopted in its entirety without amendments.

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety without amendments.

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendments:

Section 4906.3 Requirements is hereby revised to read as follows:

4906.3 Requirements. Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation “General Guideline to Create Defensible Space”).
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Section 4908 Fuel Modification Requirements for New Construction is hereby added as follows:

4908 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”
 - 3.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.

4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS) is hereby revised to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include Orange County Fire Authority's Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 Aerosols is adopted in its entirety without amendments.

Chapter 53 Compressed Gases is adopted in its entirety without amendments.

Chapter 54 Corrosive materials is adopted in its entirety without amendments.

Chapter 55 Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 56 Explosives and Fireworks is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety without amendments.

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 59 Flammable Solids is adopted in its entirety without amendments.

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety without amendments.

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety without amendments.

Chapter 62 Organic Peroxides is adopted in its entirety without amendments.

Chapter 63 Oxidizers, Oxidizing Gases, and Oxiding Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 64 Pyrophoric Materials is adopted in its entirety without amendments.

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety without amendments.

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety without amendments.

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety without amendments.

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 2) Use a maximum of 40 psi, if available;
- 3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service:

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby revised to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

- (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is deleted in its entirety without amendments.

Appendix B is adopted in its entirety without amendments.

Appendix BB is adopted in its entirety without amendments.

Appendix C is adopted in its entirety without amendments.

Appendix CC is adopted in its entirety without amendments.

Appendix D is deleted in its entirety without amendments.

Appendix E is deleted in its entirety without amendments.

Appendix F is deleted in its entirety without amendments.

Appendix G is deleted in its entirety without amendments.

Appendix H is adopted in its entirety without amendments.

Appendix I is deleted in its entirety without amendments.

Appendix J is deleted in its entirety without amendments.

Appendix K is deleted in its entirety without amendments.

Appendix L is deleted in its entirety without amendments.

Appendix M is deleted in its entirety without amendments.

Appendix N is deleted in its entirety without amendments.

SECTION 4. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this __TH DAY OF NOVEMBER, 2016.

BARBARA KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

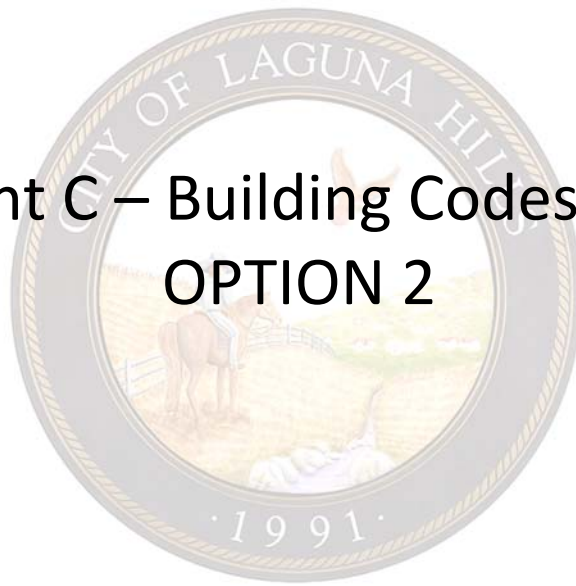
ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment C – Building Codes Ordinance OPTION 2



ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 OF THE LAGUNA HILLS MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADOPTING BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2016 CALIFORNIA BUILDING CODE; THE 2016 CALIFORNIA MECHANICAL CODE; THE 2016 CALIFORNIA ELECTRICAL CODE; THE 2016 CALIFORNIA PLUMBING CODE; THE 2016 CALIFORNIA RESIDENTIAL CODE; THE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2016 CALIFORNIA ENERGY CODE; THE 2016 BUILDING REFERENCE STANDARDS CODE; AND THE 2016 CALIFORNIA EXISTING BUILDING CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO.

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City of Laguna Hills ("City") may adopt by reference the California Building Standards Code, 2016 Edition, as provided in Title 24 of the California Code of Regulations; and

WHEREAS, the California Building Standards Commission ("Commission") recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.*, and 18941.5 authorize cities to modify the California Building Standards Code by adopting more restrictive standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official, the City Council finds the proposed amendments to the 2016 California Building Standards Code ("amendments") set forth in this ordinance, which are more restrictive than the standards adopted by the California Building Standards Commission, would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological or topographical conditions; and

WHEREAS, on October 25, 2016, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for November 22, 2016; and

WHEREAS, the City Council held a public hearing on November 22, 2016, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2016 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. Findings. The City Council hereby finds that the amendments to the 2016 California Building Code and 2016 California Residential Code are reasonably necessary because of local climatic, geological or topographic conditions, and adopts the findings provided below to support the modifications to the 2016 California Building Code and 2016 California Residential Code.

1. Climatic Conditions

A. Orange County and the City of Laguna Hills are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

2. Topographical Conditions

A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

3. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake

(6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zone s described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

Additional amendments have been made to the 2016 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such codes. The changes

made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2016 California Building Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
701A.3	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
701A.3.2	Construction methods requirements for the detached accessory structures in wildfire areas.	I & II
701A.4	Construction material requirements for the accessory structures in wildfire areas.	I & II
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
Chapter 35	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

The findings above are applicable to amendments to the 2016 California Residential Code as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
202	General definitions	Administrative
R301.9	Construction methods requirements for the addition and remodeling requirements of building in wildfire areas located within 100 feet of a fuel modification zone.	I & II
R309.6	Group R-3 fire sprinkler requirements in attached garages, carports with habitable spaces in accordance with CFC Section 903.2.8	I, II & III
R313.1	Group R-3 Townhome fire sprinkler requirements for additions and alterations in accordance with CFC Section 903.2.8	I, II & III

R313.2	Group R One- and two-family fire sprinkler requirements for additions and alterations in accordance with CFC Section 903.2.8	I, II & III
R313.3.6.2.2	Hydraulically calculated systems	I & II
R1001.13	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
R1001.13.1	Gas-fueled devices	I & II
R1001.13.2	Devices using wood or fuels other than natural gas or LPG	I & II
R1001.13.3	Where prohibited	I & II
Chapter 44	Reference Standards	N/A
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II

SECTION 2. Chapter 10.28 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-28 CALIFORNIA BUILDING CODE

10-28-010 Adoption of the California Building Code.

The California Building Code, 2016 Edition, based on the 2015 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Hills, regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-28.030 Amendments to the California Building Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “Spark Arrester” as follows:

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.

2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 7A Materials and Construction Methods for Exterior Wildfire Exposure.

Section 701A.3 Application is hereby revised to read as follows:

701A.3 Application. New buildings located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area designated by the enforcing agency constructed after the application date, and additions to and remodel of buildings constructed before 2012 located in areas currently designated as such, shall comply with the provisions of this chapter. The provisions shall also apply to additions, remodels, and accessory structures located within 100 feet of a fuel modification zone, vegetation management area, or similar area containing hazardous combustible vegetation, regardless of whether the property is currently located in a designated Fire Hazard Severity Zone or Wildland-Urban Interface Fire Area, when materials and/or construction methods for exterior wildfire exposure were previously required at the property by the Building or Fire Code Official at the time of construction.

Exceptions:

1. Buildings of an accessory character classified as a Group U occupancy and not exceeding 120 square feet in floor area, when located at least 30 feet from the applicable building.
2. Buildings of an accessory character classified as a Group U occupancy of any size located least 50 feet from an applicable building.
3. Buildings classified as a Group U Agricultural Building, as defined in Section 202 of this code (see also Appendix C – Group U Agricultural Buildings), when located at least 50 feet from an applicable building.

Section 710A.3.2 is hereby revised to read as follows:

710A.3.2 Detached accessory structures within 50 feet of an applicable building shall comply with the requirements of this section.

Section 710A.4 Requirements is hereby revised to read as follows:

710A.4 Requirements. Accessory structures shall be constructed of non-combustible or ignition-resistant materials.

Chapter 9 Fire Protection Systems.

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in-buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

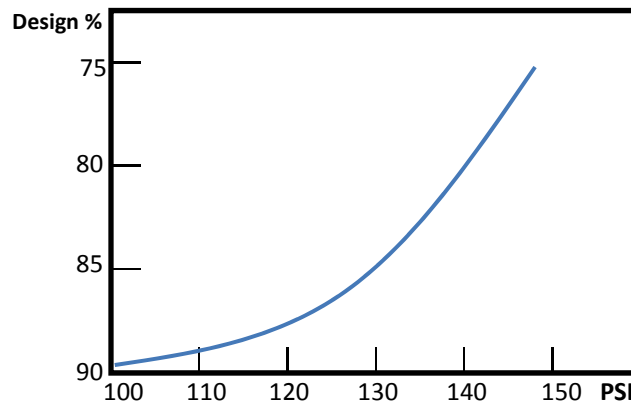
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 35 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design

requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;

3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby revised to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings.

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

SECTION 3. Chapter 10-32 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-32 CALIFORNIA MECHANICAL CODE

10-32.010 Adoption of the California Mechanical Code.

The California Mechanical Code, 2016 Edition, based on the 2015 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Hills, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 4. Chapter 10-36 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-36 CALIFORNIA ELECTRICAL CODE

10-36.010 Adoption of the California Electrical Code.

The California Electrical Code, 2016 Edition, based on the 2014 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the

City of Laguna Hills, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 5. Chapter 10-40 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-40 CALIFORNIA PLUMBING CODE

10-40.010 Adoption of the California Plumbing Code.

The California Plumbing Code, 2016 Edition, based on the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Plumbing Code of the City of Laguna Hills, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 6. Chapter 10-48 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-48 CALIFORNIA RESIDENTIAL CODE

10-48.010 Adoption of the California Residential Code.

The California Residential Code, 2016 Edition, based on the 2015 International Residential Code as published by the International Code Council together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

10-48.020 Amendments to the Residential Code.

Chapter 2 Definitions.

Section 202 Definitions is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

3. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
4. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 Building Planning.

Section R301.9 Fuel Modification Requirements for New Construction is hereby added as follows:

R301.9 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program.”

Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.1 Townhouse automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.2 One- and two-family dwellings automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.3.6.2.2 Calculation procedure is hereby revised to read as follows:

R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.3.

(The remainder of the section is unchanged)

Chapter 10 Chimneys and Fireplaces.

Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices is hereby added as follows:

R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking

Section R1001.13.1 Gas-fueled devices is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible

construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

~~Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas is hereby added as follows:~~

~~R1001.13.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.~~

~~Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied petroleum gas is hereby added as follows:~~

~~R1001.13.3 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.~~

Chapter 44 Referenced Standards.

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be

painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;

2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

SECTION 7. Chapter 10-52 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 10-52 California Green Building Standards Code

10-52.010 Adoption of the California Green Building Standards Code.

The California Green Building Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the green building standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 8. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-60 (California Energy Code) to read as follows:

Chapter 10-60 California Energy Code

10-60.010 Adoption of the California Energy Code.

The California Energy Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the energy code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any

appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 9. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-64 (California Referenced Standards Code) to read as follows:

Chapter 10-64 California Referenced Standards Code

10-64.010 Adoption of the California Referenced Standards Code.

The California Referenced Standards Code, 2016 Edition, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 10. Title 10, of the Laguna Hills Municipal Code is hereby amended by adding a new Chapter 10-68 (California Existing Building Code) to read as follows:

Chapter 10-68 California Existing Building Code

10-68.010 Adoption of the California Existing Building Code.

The California Existing Building Code, 2016 Edition, based on the 2015 International Existing Building Code as published by the International Code Council is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills existing building code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 11. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 12. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 13. The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 22nd DAY OF NOVEMBER, 2016.

BARBARA J. KOGERMAN , MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

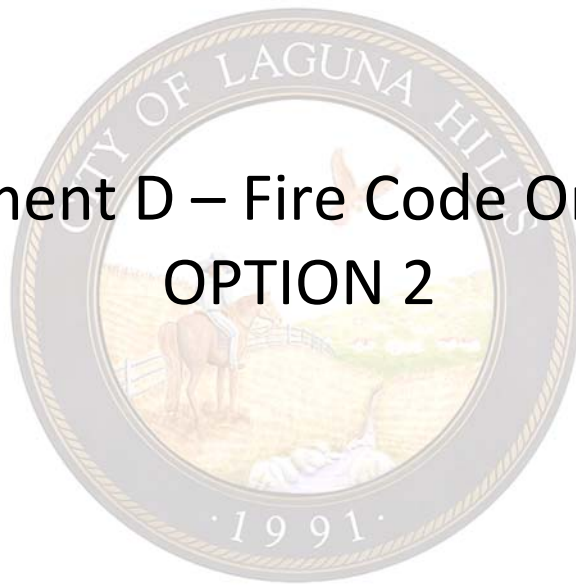
ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment D – Fire Code Ordinance OPTION 2



ORDINANCE NO. 2016-

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 2016 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO.

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Laguna Hills ("City") may adopt by reference the 2016 California Fire Code, based on the International Fire Code, 2015 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California pursuant to Title 24, Part 9 of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2016 California Fire Code including Appendices B, BB, C, CC and H, based on the International Fire Code, 2015 Edition, published by International Code Council (ICC), as adopted by Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, on October ____, 2016, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading fo the Ordinance for November ____, 2016e; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred;

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

SECTION 1. Findings. The City Council hereby finds that the proposed amendments to the 2016 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2016 California Fire Code.

I. Climatic Conditions

A. Orange County located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the

geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

A. The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

C. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills,

slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

D. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

The findings above are applicable to amendments to the 2016 California Fire Code and the International Fire Code, 2015 Edition as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
109.4	Violation penalties	Administrative
109.4.2	Infraction & Misdemeanor	Administrative
202	General definitions	Administrative
304.1.2	OCFA Vegetation Management	I
305.6	Hazardous conditions	I & II
305.7	Disposal of rubbish	I & II
307	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
307.6.1	Gas-fueled devices	I & II
307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
307.6.2.1	Where prohibited	I & II
309.2.1	Indoor charging of electric cars	Administrative
320	Fuel modification requirements for new construction	I
321	Clearance of brush or vegetation growth from roadways	I
322	Unusual circumstances	Administrative
323	Use of equipment	I
323.1	Spark arresters	I

324	Sky Lanterns or similar devices	I & II
407.5	Hazardous material inventory statement	I & II
501.1	Scope	Administrative, I, II & III
510.1	Emergency responder radio coverage	Administrative
510.4.2.2	Technical Criteria	Administrative
510.5.1	Approval prior to installation	Administrative
510.5.2	Minimum qualification of personnel	Administrative
510.5.3	Acceptance test procedure	Administrative
510.6.1	Testing and proof of compliance	Administrative
903.2	Where required (Sprinklers)	I, II & III
903.2.8	Group R (Sprinklers)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
2801.2	Permit	Administrative
2808.2	Storage site	Administrative
2808.3	Size of piles	I
2808.4	Pile separation	I
2808.7	Pile fire protection	I
2808.9	Material-handling equipment	I
2808.11	Temperature control	I
2808.11.1	Pile temperature control	I
2808.11.2	New material temperature control	I
2808.12	Water availability for piles	I
2808.13	Tipping area	I
2808.14	Emergency contact	Administrative
4906.3	OCFA Vegetation Management Guideline	I
4908	Fuel modification requirements for new construction	I
5001.5.2	Hazardous materials inventory statement	Administrative
5003.1.1.1	Extremely hazardous substances	I & III
5608.2	Retail fireworks	Administrative
5608.3	Application for permit	Administrative
Chapter 80	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

SECTION 2. Section 5-16.010 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

5-16.010 Adoption of the California Fire Code and International Fire Code

The 2016 California Fire Code, including Appendices B, BB, C, CC, and H based on the International Fire Code, 2015 Edition, published by the International Code Council (ICC), and the whole of the International Fire Code, 2015 Edition, together with the amendments provided in this chapter, are hereby adopted and incorporated by reference, as though set forth at length herein, as the Fire Code of the City of Laguna Hills for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions.. Not less than one copy of said codes has been filed in the office of the City Clerk and shall be made available for public inspection.

SECTION 3. Section 5-16.030 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

5-16.030 Amendments to the California Fire Code

Chapter 1 Scope and Administration is adopted in its entirety with the following amendments:

Section 109.4 Violation penalties is hereby revised to read as follows:

109.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall result in penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.4.2 Infraction and misdemeanor is hereby added as follows:

109.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety

hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2 Definitions is adopted in its entirety with the following amendments:

Section 202 General Definitions is hereby revised by adding “OCFA,” “Sky Lantern,” and “Spark Arrester” as follows:

202 General Definitions

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SKY LANTERN. An airborne lantern typically made of paper, Mylar, or other lightweight material with a wood, plastic, or metal frame containing a candle, fuel cell, or other heat source that provides buoyancy.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 General Requirements is adopted in its entirety with the following amendments:

Section 304.1.2 Vegetation is hereby revised to read as follows:

304.1.2 Vegetation. Type, amount, or arrangement of weeds, grass, vines or other growth that is capable of being ignited and endangering property-needing to comply with OCFA Guidelines, shall be cut, thinned, and removed by the owner or occupant of the premises in accordance with OCFA Guideline C-05 “Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49.

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised to read as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach

upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

~~Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas~~ is hereby added as follows:

~~307.6.2 Devices using wood or fuels other than natural gas or liquefied petroleum gas.~~ ~~Fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.~~

~~Section 307.6.2.1 Where prohibited~~ is hereby added as follows:

~~307.6.2.1 Where prohibited.~~ ~~The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and Wildland-Urban Interface Areas (WUI) or in locations where conditions could cause the spread of fire to the WRA or WUI unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.~~

Section 309.2.1 Indoor charging of electric carts/cars is hereby added as follows:

309.2.1 Indoor charging of electric carts/cars. Indoor charging of electric carts/cars where the combined volume of all battery electrolyte exceeds 50 gallons shall comply with following:

1. Spill control and neutralization shall be provided and comply with Section 608.5.
2. Room ventilation shall be provided and comply with Section 608.6.1
3. Signage shall be provided and comply with Section 608.7.1
4. Smoke detection shall be provided and comply with Section 608.9.

Section 320 Fuel Modification Requirements for New Construction is hereby added as follows:

320 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 321 Clearance of brush or vegetation growth from roadways is hereby added as follows:

321 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 322 Unusual Circumstances is hereby added as follows:

322 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 323 Use of Equipment is hereby added as follows:

323 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 323.1 Spark Arresters is hereby added as follows:

323.1 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 323 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Section 324 Sky Lanterns or similar devices is hereby added as follows:

324 Sky Lanterns or similar devices. The ignition and/or launching of a Sky Lantern or similar device is prohibited.

Chapter 4: Emergency Planning and Preparedness. Only the following sections and subsections of Chapter 4 are enacted:

401
 401.3.4
 401.9
 402
 403.2
 404.5 – 404.6.6
 407

Section 407.5 is revised to read as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall include OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

Chapter 5 Fire Service Features is adopted in its entirety with the following amendments:

Section 501.1 Scope is revised to read as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas shall also comply with OCFA Guideline B-09a, "Fire Safe Development in State Responsibility Areas."

Section 510.1 Emergency responder radio coverage is revised to read as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the local authority having jurisdiction's ordinance and this code.

Exceptions:

1. Where it is determined by the fire code official that the radio coverage system is not needed.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

This section shall not apply to the following:

1. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
2. Elevators.
3. Structures that are three stories or less without subterranean storage or parking and that do not exceed 50,000 square feet on any single story.
4. Wood-constructed residential structures four stories or less without subterranean storage or parking that are not built integral to an above ground multi-story parking structure.
5. Should construction that is three stories or less that does not exceed 50,000 square feet on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

Section 510.2 Emergency responder radio coverage in existing buildings is deleted without replacement:

Section 510.4.2.2 Technical criteria is revised to read as follows:

510.4.2.2 Technical criteria. The fire code official shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, and other supporting technical information.

1. The frequency range supported from the 800 MHz Countywide Communications System shall be 851-869 MHz (base transmitter frequencies).
2. The frequency range supported to the 800 MHz Countywide Communications System shall be 806-824 MHz (radio field transmit frequencies).
3. A public safety radio amplification system shall include filters to reject frequencies below 851 MHz and frequencies above 869 MHz by a minimum of 35dB.
4. All system components must be 100 percent compatible with analog and digital modulations after installation without adjustments or modifications. The systems must be capable of encompassing the frequencies stated herein and capable of future modifications to a frequency range subsequently established by the jurisdiction.
5. Active devices shall have a minimum of -50 dB 3rd order intermodulation protection.
6. All active in-building coverage devices shall be FCC Part 90 Type Certified

Section 510.5.1 Approval prior to installation is revised to read as follows:

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC shall not be installed without prior plan submittal, coordination and approval from Orange County Communications and a copy of the approved plan provided to the fire and building code officials.

Section 510.5.2 Minimum qualification of personnel is revised to read as follows:

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio operator's license.
2. Certification of in-building system training issued by a nationally recognized organization, school or a certificate issued by the manufacturer of the equipment being installed.

Section 510.5.3 Acceptance test procedure item 7 is revised to read as follows:

510.5.3 Acceptance test procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage on each floor of the building is not less than 90 percent. The test procedure shall be conducted as follows: ...

7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and subsequent annual inspections by the FCC licensed technician hired by the property owner and an OCSD/Communications Division FCC-certified technician.

Section 510.6.1 Testing and proof of compliance is revised to read as follows:

510.6.1 Testing and proof of compliance.

The owner of the building or their representative shall have the emergency responder radio coverage system ~~shall be~~ inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building system components shall be tested to determine general functional operability.
2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load of a period of one hour to verify that they will properly operate during an actual power outage. If within the 1-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.
4. Other active components shall be checked to verify operation within the manufacturer's specifications.
5. If noncompliance is found, the FCC licensed technician will assess improvements necessary and provide such information to OCSD Communications and the fire and building code officials.
6. At the conclusion of the testing, a certification report, which shall verify compliance with Section 510.5.3, shall be submitted to OCSD Communications and the fire and building code officials.

Chapter 9 Fire Protection Systems is adopted in its entirety with the following amendments:

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet

- b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised to read as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area as defined in Section 202, and greater than 1000 square feet within a two year period; or,
 - b. An addition when the existing building is already provided with automatic sprinklers; or,
 - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Exceptions:

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories

in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.

4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

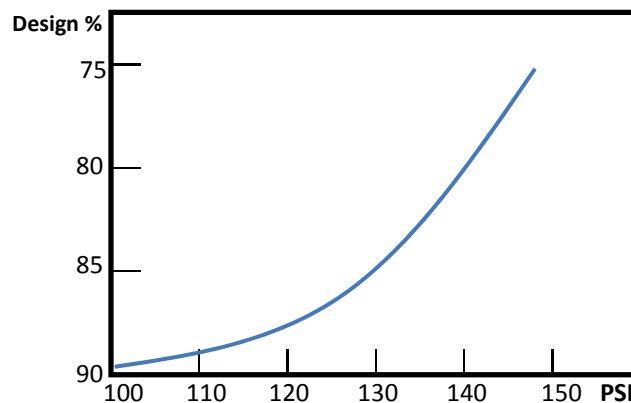
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 11 Construction Requirements for Existing Buildings. Only the following sections and subsections of Chapter 11 are enacted:

1103.7
 1103.7.3
 1103.7.3.1
 1103.7.8 – 1103.7.8.2
 1103.7.9 – 1103.7.9.10
 1103.8 – 1103.8.5.3
 1107
 1113
 1114
 1115
 1116

Chapter 20 Aviation Facilities is adopted in its entirety without amendments.

Chapter 21 Dry Cleaning is adopted in its entirety without amendments.

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety without amendments.

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety without amendments.

Chapter 24 Flammable Finishes is adopted in its entirety without amendments.

Chapter 25 Fruit and Crop Ripening is deleted in its entirety.

Chapter 26 Fumigation and Insecticidal Fogging is deleted in its entirety.

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety without amendments.

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised to read as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2 Storage site is hereby revised to read as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised to read as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4 Pile Separation is hereby revised to read as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised to read as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised to read as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety without amendments.

Chapter 30 Industrial Ovens is adopted in its entirety without amendments.

Chapter 31 Tents and Other Membrane Structures is adopted in its entirety without amendments.

Chapter 32 High-Piled Combustible Storage is adopted in its entirety without amendments.

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety without amendments.

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety without amendments.

Chapter 35 Welding and Other Hot Work is adopted in its entirety without amendments.

Chapter 36 Marinas is adopted in its entirety without amendments.

Chapter 37 Combustible Fibers is adopted in its entirety without amendments.

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety without amendments.

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendments:

Section 4906.3 Requirements is hereby revised to read as follows:

4906.3 Requirements. Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation “General Guideline to Create Defensible Space”).
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Section 4908 Fuel Modification Requirements for New Construction is hereby added as follows:

4908 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

3.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.

4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS) is hereby revised to read as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include Orange County Fire Authority's Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of

chemicals on the premises. The Chemical Classification Packet shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 Aerosols is adopted in its entirety without amendments.

Chapter 53 Compressed Gases is adopted in its entirety without amendments.

Chapter 54 Corrosive materials is adopted in its entirety without amendments.

Chapter 55 Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 56 Explosives and Fireworks is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be

discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety without amendments.

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 59 Flammable Solids is adopted in its entirety without amendments.

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety without amendments.

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety without amendments.

Chapter 62 Organic Peroxides is adopted in its entirety without amendments.

Chapter 63 Oxidizers, Oxidizing Gases, and Oxiding Cryogenic Fluids is adopted in its entirety without amendments.

Chapter 64 Pyrophoric Materials is adopted in its entirety without amendments.

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety without amendments.

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety without amendments.

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety without amendments.

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 6.7.3 is hereby revised to read as follows:

6.7.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 8.3.3.1 is hereby revised to read as follows:

8.3.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 2) Use a maximum of 40 psi, if available;
- 3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service:

NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby revised to read as follows:

7.3.1.1 Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

- (1) A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
- (2) A wall post indicator valve
- (3) An indicating valve in a pit, installed in accordance with Section 6.4
- (4) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
- (5) Control valves installed in a fire-rated room accessible from the exterior
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby revised to read as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is deleted in its entirety without amendments.

Appendix B is adopted in its entirety without amendments.

Appendix BB is adopted in its entirety without amendments.

Appendix C is adopted in its entirety without amendments.

Appendix CC is adopted in its entirety without amendments.

Appendix D is deleted in its entirety without amendments.

Appendix E is deleted in its entirety without amendments.

Appendix F is deleted in its entirety without amendments.

Appendix G is deleted in its entirety without amendments.

Appendix H is adopted in its entirety without amendments.

Appendix I is deleted in its entirety without amendments.

Appendix J is deleted in its entirety without amendments.

Appendix K is deleted in its entirety without amendments.

Appendix L is deleted in its entirety without amendments.

Appendix M is deleted in its entirety without amendments.

Appendix N is deleted in its entirety without amendments.

SECTION 4. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days

after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this __TH DAY OF NOVEMBER, 2016.

BARBARA KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: 2016 City Manager's Year End Report

RECOMMENDATION: That the City Council receive and file the 2016 City Manager's Year End Report.

SUMMARY:

The City Manager submits a Year End Report every year at the December City Council meeting. The report summarizes noteworthy accomplishments of the past year and identifies selected projects and work activity awaiting the City in the coming year.

Included with this report, under separate cover, is the 2016 City Managers' Year End Report. The report highlights a number of accomplishments that occurred throughout the calendar year including the development approval of the Five Lagunas project; the City's first transition to a new animal services provider; the completion of a comprehensive compensation study and limited classification study; a comprehensive update to the City's fee schedule; conducting the 2016 General Municipal Election; the development of Ordinances and Regulations pertaining to massage businesses and medical marijuana; and the continued redevelopment of the Oakbrook Village shopping center.

In the upcoming year the City will begin work on many significant projects. Towards the beginning of 2017, the City will embark upon the intensive Biennial Budget process. Additionally, the City will continue to monitor and facilitate the redevelopment of Five Lagunas, begin a major project to upgrade the City's finance system and land management and permitting system, and work on various infill development projects.

2016 City Manager's Year End Report
December 13, 2016
Page 2

ATTACHMENTS:

- 2016 City Manager's Year End Report



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Annual Review of Investment 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. 2015-12-08-3."

SUMMARY:

Pursuant to Government Code Section 53646, the City Treasurer is required to render to the City Council an annual statement of its investment policy. Staff has reviewed the current investment policy, which was prepared in accordance with the "Recommended Best Practices" promulgated by the Government Finance Officers Association (GFOA) Committee on Cash Management and Investment. Given the anticipated influx of funds related to the Five Llagunas Project, staff is recommending that the City Council amend the current Investment Policy to permit participation in Investment Trust of California, a public joint powers authority, doing business as CalTRUST. Currently, the City uses the Local Agency Investment Fund (LAIF), administered by the State Treasurer, as a vehicle for managing liquidity in the portfolio. CalTRUST will give the City an additional vehicle to use in managing liquidity and will provide increased diversification in the portfolio. There are no other proposed changes to the policy.

State laws require that the City Council annually review the City's written investment policies at a public meeting. It also allows the City Council to delegate its investment authority to the City Treasurer for up to one year at a time. A Resolution delegating

investment authority to the City Treasurer and approving a policy for the investment of surplus funds and rescinding Resolution No. 2015-12-08-3 is attached to this report. Staff is recommending approval.

BACKGROUND:

I. 2017 Investment Policy

Pursuant to Government Code Section 53646, the City Treasurer is required to render to the City Council an annual statement of its investment policy. Staff has reviewed the current investment policy and, given the anticipated influx of funds related to the Five Lagunas Project, as well as the liquidity features, the pooling of resources in CalTRUST, and the overall flexibility of the CalTRUST program, is proposing participation in CalTRUST. Currently, the City uses the LAIF, administered by the State Treasurer, as a vehicle for managing liquidity in the portfolio. CalTRUST will give the City an additional vehicle to use in managing liquidity and will provide increased diversification in the portfolio.

The following are the proposed changes to the Investment Policy as it was adopted by Council on December 8, 2016:

- Section VI Authorized and Suitable Investments – Subsection (1) Investment Types: add item (k) to the list of Authorized and Suitable Investments (on page 6), which adds CalTRUST.
- Section VI Authorized and Suitable Investments – Subsection (2) Portfolio Diversification: (1) add the CalTRUST Funds with a maximum percent of portfolio of 75%; and (2) reduce the maximum for LAIF from 85% to 75%. Both LAIF and CalTRUST provide very high diversification by virtue of being pooled vehicles.

There are no other recommended changes to the investment policy. The proposed Investment Policy is attached as Exhibit A to the proposed Resolution.

II. CalTRUST JPA

In February 2005, the League of California Cities, the California State Association of Counties (CSAC) Finance Corporation, and a number of California public agencies created the Investment Trust of California, a Joint Powers Authority (JPA), commonly known as CalTRUST, to provide a convenient method for public agencies to pool their

Investment Policy 2017

December 13, 2016

Page 3

assets for investment purposes. Any public agency that is authorized to join a JPA under California Government Code Sections 6500 and 6509.7 may participate in CalTRUST. At the present time there are 160 CalTRUST participants. A listing of those participants is attached to this report.

As a joint powers authority, CalTRUST is governed by a Board of Trustees, all of whom are experienced local agency finance professionals, members of the governing body, or officers or personnel of public agencies, which are members of the CalTRUST JPA. The Trustees are responsible for setting the overall policies and procedures for the JPA, and for hiring and supervising the activities of the Administrator, Investment Advisor, Custodian, Legal Counsel, and other agents of the Trust.

The CSAC Finance Corporation serves as the Administrator for CalTRUST. The CSAC formed the CSAC Finance Corporation in 1986 to provide municipal finance service to counties. In 1987, the CSAC Finance Corporation and the League of California Cities created a JPA of counties and cities called the California Statewide Communities Development Authority (California Communities or CSCDA). Through the CSCDA, CSAC Finance Corporation provides a broad range of financial products and services to benefit counties, cities, and special districts throughout the State.

Wells Capital Management (WellsCap) serves as the Investment Advisor for the Program. WellsCap, a wholly-owned subsidiary of Wells Fargo Bank, N.A., is an institutional investment advisory and asset management firm specializing in investment management for separate accounts, mutual funds, and money market funds. WellsCap is responsible for the decision to buy and sell the securities for the CalTRUST accounts and arrange for the execution of securities transactions on behalf of the accounts. As of March 31, 2012, WellsCap had more than \$325 billion in assets under management. More information about WellsCap is attached to the report.

Following the investment policy direction established by the CalTRUST Board of Trustees, the primary objective of the investment manager is to safeguard principal. The secondary objective shall be to meet the liquidity needs of the participants and the final objective shall be to maximize the yield in a manner consistent with the first two objectives. The objective of the CalTRUST investment policy is to obtain the best possible return commensurate with the degree of risk that participants are willing to assume in obtaining such return.

CalTRUST invests in fixed income securities eligible for local agency investment pursuant to California Government Code Sections 53601 and 53635, and offers four investment

Investment Policy 2017

December 13, 2016

Page 4

accounts with a convenient method of pooling funds – a government fund, a money market fund, a short-term account, and a medium-term account. The large pool creates a greater diversity of holdings, generally reducing credit risk as concentration in any one security is more limited. The four pooled investment accounts within the program are detailed in the table below. Also attached to this report is the Summary Prospectus and Portfolio Statistics for each of the four funds.

	CalTRUST Money Market Funds Gov't MMF Heritage MMF "AAAmm" / "Aaamf" SEC-Registered		CalTRUST Short-Term Fund "Aaf/S1+"	CalTRUST Medium-Term Fund
Liquidity	Same-Day same-day notice	Same-Day same-day notice	Next-Day prior-day notice	Weekly 5-day notice
Target Duration	< 60 days	< 60 days	0-2 years*	1.5 - 3.5 years
Benchmark	Lipper Institutional MMF Average	Lipper Institutional MMF Average	LAIF & Bardays Short-Term US Govt/Corporate Index	Merrill 1-3 Yr Gov't & Corporate "A" or Better Index
Fees	Maximum 16 basis points	13 basis points	15 basis points - 1st \$500 M 14 basis points - 2nd \$500 M 13 basis points - > \$1B	25 basis points - 1st \$500 M 23 basis points - 2nd \$500 M 21 basis points - > \$1B
Net Yield (7/1/2016)	0.31%	0.43%	0.73%	1.01%

Each account seeks to attain as high a level of current income as is consistent with the preservation of principal. Agencies can select account options that match their investment time horizon and cash flow needs, and easily reallocate among accounts as circumstances warrant. There are no account minimums or maximums, as well as no limit to the number of accounts. In addition, there are no limits to the number of daily transactions in the Money Market Funds or Short-Term Funds and the Medium-Term Fund is limited to weekly transactions. Interest earnings are distributed monthly. Mark-to-market of portfolios is available daily and statements are issued monthly. CalTRUST provides a 24-hour secure online access to account information, which allows for varied levels in access privileges for separation of duties to satisfy an agency's internal control requirements.

III. Investment Authority

State laws require that the City Council annually review the City's written investment policies at a public meeting. It also allows the City Council to delegate its investment

Investment Policy 2017

December 13, 2016

Page 5

authority to the City Treasurer for up to one year at a time. A Resolution delegating investment authority to the City Treasurer and approving a policy for the investment of surplus funds and rescinding Resolution No. 2015-12-08-3 is attached to this report. Staff is recommending approval.

FISCAL IMPACT:

There are no costs to the City for making any of the proposed changes to the Investment Policy or in joining the CalTRUST JPA. With the additional flexibility provided through CalTRUST, the City will have the ability to further diversify its investment portfolio and seek other safe and liquid investment opportunities.

ATTACHMENTS:

- RESOLUTION Investment Policy 2017
- Attachment A - Proposed 2017 Investment Policy
- CalTRUST list of participants
- CalTRUST Fund Options: Summary Prospectus and Portfolio Statistics for Each of the Four Funds

RESOLUTION NO. 2016-12-13-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. 2015-12-08-3

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 investments 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 2015-12-08-3.
- 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, 2017.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2016.

_____, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

Attachment: RESOLUTION Investment Policy 2017 (1135 : Investment Policy 2017)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2016-12-13-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, 2016, by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

2017 INVESTMENT POLICIES



Investment and Portfolio Policies

Calendar Year 2017

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

**CITY OF LAGUNA HILLS
INVESTMENT AND PORTFOLIO POLICIES
2017**

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 Comprehensive Annual 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
2017**

- 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
2017**

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
2017**

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 Assistant City Manager/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
2017**

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
2017**

- 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
2017**

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 quarterly 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
2017**

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.

* * * * *



Participants: (as of 7/6/16) *JPA Member

Counties:

1. Butte County*
2. Contra Costa County*
3. Riverside County*
4. Solano County*
5. Sonoma County*
6. Yuba County*
7. Alameda County
8. Santa Barbara County*
9. San Diego County*
10. Imperial County
11. Monterey County*
12. Madera County
13. Del Norte County
14. CALease Public Funding – County of Santa Barbara – Wells Fargo Bank – Escrow Agent
15. Wells Fargo Bank, as Trustee for County of Mendocino TRAN
16. Wells Fargo Bank, as Trustee for County of Monterey TRAN
17. Wells Fargo Bank, as Trustee for County of Tulare TRAN
18. Mono County
19. Modoc County
20. Ventura County
21. Kings County
22. San Luis Obispo County

Cities:

23. Chino*
24. Chino Redevelopment Agency*
25. National City*
26. Riverside
27. Pinole*
28. Pinole Redevelopment Agency*
29. Oakley
30. Richmond
31. Poway
32. Albany
33. Hercules
34. Rancho Cucamonga
35. Rancho Cucamonga Redevelopment Agency
36. Chula Vista
37. San Bernardino
38. Sacramento*
39. Sacramento Housing and Redevelopment Agency
40. Wells Fargo Bank, as Trustee for City of Stockton TRAN
41. City of Larkspur
42. Wells Fargo Bank, as Trustee for City of Richmond TRAN
43. City of San Dimas
44. City of El Centro
45. Laguna Niguel
46. Rialto
47. Norwalk
48. Palm Springs
49. Lodi
50. Elk Grove*
51. Port Hueneme
52. Town of Ross
53. Lafayette
54. Beverly Hills
55. Villa Park
56. Ojai
57. Delano
58. Concord
59. Gardena
60. Martinez
61. Arvin
62. Fowler

CalTRUST Participant List (Continued)

- 63. Bellflower
- 64. Jackson
- 65. Tulare

Water Districts/Special Districts:

- 66. Rio Alto Water District*
- 67. Central California Irrigation District
- 68. West County Wastewater District (Contra Costa County)
- 69. Dudley Ridge Water District
- 70. San Luis & Delta-Mendota Water Authority
- 71. Westlands Water District*
- 72. Eastern Municipal Water District
- 73. Chino Basin Water Conservation District
- 74. West Valley Mosquito and Vector Control District*
- 75. Water Facilities Authority*
- 76. Contra Costa County – Central Sanitary District
- 77. Kings River Conservation District
- 78. San Mateo Transit Authority*
- 79. Los Angeles County Metropolitan Transportation Agency
- 80. Inland Empire Utilities Agency
- 81. Helendale Community Services District
- 82. Consolidated Central Valley Table Grape Pest & Disease Control District
- 83. San Diego Unified Port District
- 84. Monterey Peninsula Regional Park District
- 85. Regional Government Services Authority
- 86. Santa Ana Watershed Project Authority
- 87. Midway City Sanitary District*
- 88. Fallbrook Healthcare District
- 89. Santa Lucia Preserve Community Services District
- 90. West Valley Water District
- 91. Yorba Linda Water District
- 92. Crestline Sanitation District *
- 93. Inland Empire Resource Conservation District
- 94. Antelope Valley – East Kern Water District
- 95. Tulare Local Healthcare District
- 96. San Bernardino Valley Water Conservation
- 97. South Feather Water & Power Agency
- 98. Kinneola Irrigation District
- 99. Chino Valley Independent Fire District
- 100. Chino Basin Watermaster
- 101. James Irrigation District
- 102. South Coast Water District*
- 103. Castroville Community Services District
- 104. Kaweah Health Care District
- 105. Maxwell Irrigation District
- 106. San Diego County Regional Airport Authority
- 107. Rialto Utility Authority
- 108. Transportation Authority of Marin
- 109. Victor Valley Wastewater Reclamation Authority
- 110. Orange County Cemetery District
- 111. Bay Area Toll Authority
- 112. Sacramento Regional Transit Authority
- 113. Las Virgenes Municipal Water District
- 114. Lake Hemet Municipal Water District
- 115. Rosamond Community Services District
- 116. Palm Ranch Irrigation District
- 117. North of the River Municipal Water District*
- 118. Oildale Mutual Water Company*
- 119. McKinleyville Community Services District
- 120. Tulare Irrigation District
- 121. Lamont Public Utility District
- 122. San Geronio Pass Water Pass Agency
- 123. CalViva Health
- 124. El Dorado LAFCO
- 125. Costa Mesa Sanitary District
- 126. Herlong Public Utility District
- 127. Riverside Transit Agency
- 128. Mammoth Community Water District
- 129. Kern Delta Water District
- 130. Ironhouse Sanitary District
- 131. Florin Resource Conservation District / Elk Grove Water District
- 132. Twentynine Palms Water District
- 133. Cutler Public Utility District
- 134. Valley Sanitary District*
- 135. Cayucos Sanitary District

CalTRUST Participant List (Continued)

Public Non-Profit

- 136. ABAG Finance Authority
- 137. National Homebuyers Fund, Inc.
- 138. California State Association of Counties
- 139. CPS Human Resource Services
- 140. CRHMFA Homebuyers Fund
- 141. CSAC Finance Corporation
- 142. League of California Cities
- 143. Regional Council of Rural Counties
- 144. ALPHA Fund*
- 145. National Association of Counties (NACO)
- 146. California Special Districts Association (CSDA)
- 147. CSDA Finance Corporation
- 148. CSAC Public Funds
- 149. Association of California Water Agencies
- 150. ACWA Joint Powers Insurance Authority
- 151. California Counties Foundation
- 152. Special Districts Leadership Foundation
- 153. Alameda Alliance for Health
- 154. State Association of County Retirement Systems (SACRS)
- 155. Gold Coast Health Plan*
- 156. Santa Barbara San Luis Obispo Regional Health Authority (CenCal Health)
- 157. Fresno-Madera-Kings Regional Health Authority (CalViva Health)
- 158. Housing Authority of the City of Santa Barbara
- 159. California Coverage and Health Initiatives

Community Colleges

- 160. College of the Sequoias



CalTRUST Fund Options & Performance

All information is as of 5-31-16 unless otherwise indicated. Information is subject to change.

Government Money Market Fund - Select

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Select
Investment Minimum	\$50 million
Ticker	WFFXX
CUSIP	949921126
Net Expense Ratio	0.16%
Total fund assets	\$27.9 billion
Fund Manager	Laurie R. White, Jeffrey L. Weaver, CFA, Michael C. Bird
Inception Date	11-16-87
Trading deadline	5 p.m. Eastern Time

Performance²

Current yield as of 5-31-16

7-day SEC yield(%)
0.23

Month	30-day current yield (%)
July 2015	0.01
August 2015	0.03
September 2015	0.04
October 2015	0.04
November 2015	0.04
December 2015	0.09
January 2016	0.18
February 2016	0.22
March 2016	0.23
April 2016	0.23
May 2016	0.23

Average annual total returns (%) as of 5-31-16

1 year	3 year	5 year	10 year	Since Inception
0.11	0.04	0.03	1.05	3.31

The advisor has contractually committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-day current yield would have been 0.19% and the total return would have been lower.

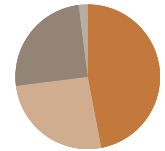
Principal investment strategies

Seeks current income, while preserving capital and liquidity. Invests in high-quality, short-term money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

Portfolio composition¹

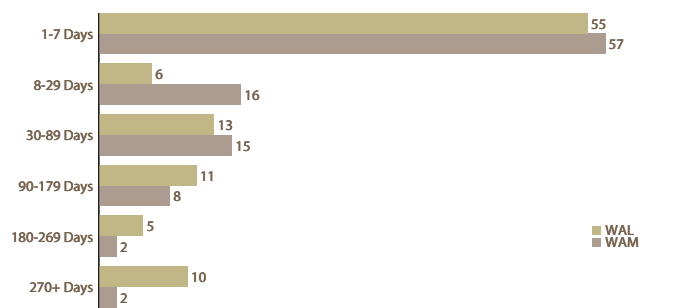
% of portfolio

- Government Agency Debt: (47)
- Treasury Repurchase Agreement: (26)
- Government Agency Repo: (25)
- Variable Rate Demand Note: (2)



Total : 100%

Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 36 days

Weighted average life: 83 days

Daily liquid assets: 47%

Weekly liquid assets: 64%

Figures quoted represent past performance, which is no guarantee of future results and do not reflect taxes that a shareholder may pay on a fund. Investment returns will fluctuate. The fund's yield figures more closely reflect the current earnings of the fund than the total return figures. Current performance may be lower or higher than the performance data quoted and assumes the reinvestment of dividends and capital gains. Current month-end performance is available at the fund's website, wellsfargofunds.com.

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the fund and are described in the fund's current prospectus.

(Conti

Packet Pg. 470

Strength. Expertise. Partnership

Wells Fargo Funds skillfully guides institutions, financial advisors, and individuals through the investment terrain to help them reach their financial objectives. Everything we do on behalf of our investors is built on the standards of integrity and service established by our parent company, Wells Fargo & Company; the expertise of our independent investment teams and rigorous ongoing investment review; and the collaborative level of superior service that is our trademark.

Fund disclosures

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. The U.S. government guarantee applies to certain underlying securities and not to shares of the fund.

1. Portfolio composition is subject to change and may have changed since the date specified.
2. The inception date of the Select Class was 6-30-15. Performance shown prior to the inception of the Select Class reflects the performance of the Institutional Class and includes expenses that are not applicable to and are higher than those of the Select Class.

Definition of terms

Daily liquid assets: Cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly liquid assets: Cash, direct obligations of the U.S. government, or government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature exercisable and payable within five business days.

Weighted average life (WAL): An average of the final maturities of all securities held in the portfolio, weighted by their percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. The calculation of WAL allows for the maturities of certain securities with demand features to be shortened but, unlike the calculation of WAM, does not allow shortening of the maturities of certain securities with periodic interest-rate resets. WAL is a way to measure a fund's potential sensitivity to credit spread changes.

Weighted average maturity (WAM): An average of the effective maturities of all securities held in the portfolio, weighted by each security's percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. WAM calculations allow for the maturities of certain securities with demand features or periodic interest-rate resets to be shortened. WAM is a way to measure a fund's sensitivity to potential interest-rate changes.

Rating agencies: The ratings indicated are from Standard & Poor's (S&P); Moody's Investors Service, Inc.; and/or Fitch Ratings Ltd. (together, rating agencies). Standard & Poor's is a trademark of McGraw-Hill, Inc., and has been licensed. The funds are not sponsored, endorsed, sold, or promoted by these rating agencies, and these rating agencies make no representation regarding the advisability of investing in the funds. The credit rating is a forward-looking opinion about a fund's potential capacity to maintain stable principal or stable net asset value. The ratings are opinions as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any security. Standard & Poor's rates the creditworthiness of money market funds from AAAM (highest) to Dm (lowest). Moody's rates the creditworthiness of money market funds from Aaa-mf (highest) to C-mf (lowest). Fitch Ratings Ltd. rates the creditworthiness of money market funds from AAAMmf (highest) to Bmmf (lowest).

This fact sheet must be accompanied or preceded by a current prospectus for Select Class shares of the Wells Fargo Money Market Funds.

Wells Fargo Asset Management (WFAM) is a trade name used by the asset management businesses of Wells Fargo & Company. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for Wells Fargo Funds. Other affiliates of Wells Fargo & Company provide subadvisory and other services for the funds. The funds are distributed by **Wells Fargo Funds Distributor, LLC** Member FINRA, an affiliate of Wells Fargo & Company.

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

Summary Prospectus

June 1, 2016

WELLS
FARGOASSET
MANAGEMENT

Wells Fargo Government Money Market Fund

Class/Ticker: Institutional Class - GVIXX

[Link to Prospectus](#)[Link to SAI](#)

Before you invest, you may want to review the Fund's prospectus, which contains more information about the Fund and its risks. You can find the Fund's prospectus and other information about the Fund online at wellsfargofunds.com/reports. You can also get information at no cost by calling 1-800-222-8222, or by sending an email request to fundservice@wellsfargo.com. The current prospectus ("Prospectus") and statement of additional information ("SAI") dated June 1, 2016, as supplemented from time to time, are incorporated by reference into this summary prospectus. The Fund's SAI may be obtained, free of charge, in the same manner as the Prospectus.

Investment Objective

The Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases (as a percentage of offering price)	None
Maximum deferred sales charge (load) (as a percentage of offering price)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)¹

Management Fees	0.14%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.08%
Total Annual Fund Operating Expenses	0.22%
Fee Waivers	(0.02)%
Total Annual Fund Operating Expenses After Fee Waiver²	0.20%

- Expenses have been adjusted as necessary from amounts incurred during the Fund's most recent fiscal year to reflect current fees and expenses.
- The Manager has contractually committed through May 31, 2017, to waive fees and/or reimburse expenses to the extent necessary to cap the Fund's Total Annual Fund Operating Expenses After Fee Waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses and extraordinary expenses are excluded from the cap. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a \$10,000 initial investment, 5% annual total return, and that fees and expenses remain the same as in the tables above. To the extent that the Manager is waiving fees or reimbursing expenses, the example assumes that such waiver or reimbursement will only be in place through the date noted above. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	\$20
3 Years	\$69
5 Years	\$122
10 Years	\$278

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

These investments may have fixed, floating, or variable rates of interest.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

Principal Investment Risks

An investment in the Fund may lose money, is not a deposit of Wells Fargo Bank, N.A. or its affiliates, is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency, and is primarily subject to the risks briefly summarized below.

Credit Risk. The issuer or guarantor of a debt security may be unable or perceived to be unable to pay interest or repay principal when they become due, which could cause the value of an investment to decline and a Fund to lose money.

Interest Rate Risk. When interest rates rise, the value of debt securities tends to fall. When interest rates decline, interest that a Fund is able to earn on its investments in debt securities may also decline, but the value of those securities may increase.

Management Risk. Investment decisions, techniques, analyses or models implemented by a Fund's manager or sub-adviser in seeking to achieve the Fund's investment objective may not produce the returns expected, may cause the Fund's shares to lose value or may cause the Fund to underperform other funds with similar investment objectives.

Market Risk. The values of, and/or the income generated by, securities held by a Fund may decline due to general market conditions or other factors, including those directly involving the issuers of such securities. Security markets are volatile and may decline significantly in response to adverse issuer, regulatory, political, or economic developments. Different sectors of the market and different security types may react differently to such developments.

Money Market Fund Risk. Although a Fund seeks to maintain the value of your investment at \$1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

Regulatory Risk. On July 23, 2014, the Securities and Exchange Commission voted to amend various rules related to money market funds, including Rule 2a-7. There are various compliance dates for these amendments, with the latest being October 14, 2016. In order to comply, the Fund may be required to take certain steps that could affect money market fund investments and operations. The precise nature of these changes and their impact on the Fund and its shareholders has not yet been determined.

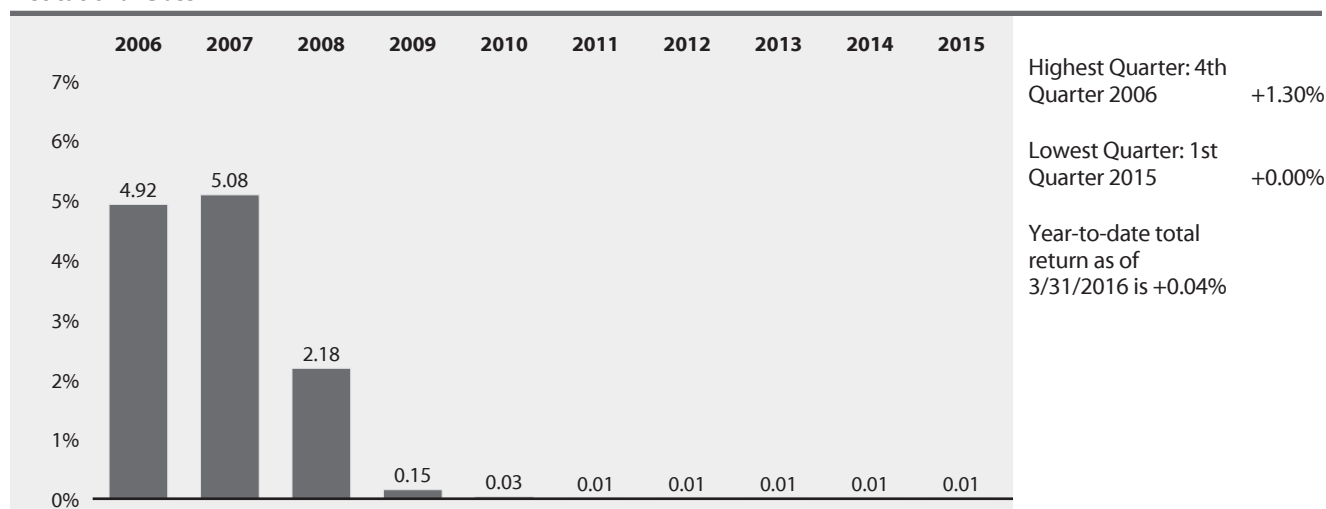
Repurchase Agreement Risk. In the event that the counterparty to a repurchase agreement is unwilling or unable to fulfill its contractual obligations to repurchase the underlying security, a Fund may lose money, suffer delays, or incur costs arising from holding or selling the underlying security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and securities issued or guaranteed by U.S. Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at wellsfargofunds.com. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year Institutional Class



Average Annual Total Returns for the periods ended 12/31/2015

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	7/28/2003	0.01%	0.01%	1.22%

Fund Management

Manager	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Purchase and Sale of Fund Shares

Institutional Class shares are generally available through intermediaries for the accounts of their customers and directly to institutional investors and individuals. Institutional investors may include corporations; private banks and trust companies; endowments and foundations; defined contribution, defined benefit and other employer sponsored retirement plans; institutional retirement plan platforms; insurance companies; registered investment advisor firms; bank trusts; 529 college savings plans; family offices; and fund of funds including those managed by Funds Management. In general, you can buy or sell shares of the Fund online or by mail, phone or wire on any day the New York Stock Exchange is open for regular trading. You also may buy and sell shares through a financial professional.

Minimum Investments	To Buy or Sell Shares
Minimum Initial Investment Institutional Class: \$10 million (certain eligible investors may not be subject to a minimum initial investment)	Mail: Wells Fargo Funds P.O. Box 8266 Boston, MA 02266-8266 Online: wellsfargofunds.com Phone or Wire: 1-800-222-8222
Minimum Additional Investment Institutional Class: None	Contact your investment representative.

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan. However, subsequent withdrawals from such a tax advantaged investment plan may be subject to federal income tax. You should consult your tax adviser about your specific tax situation.

Payments to Intermediaries

If you purchase a Fund through an intermediary, the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the intermediary and your financial professional to recommend the Fund over another investment. Consult your financial professional or visit your intermediary's website for more information.

[Link to Prospectus](#)

[Link to SAI](#)



Get this document online
 Sign up at wellsfargo.com/advantagedelivery



**SUPPLEMENT TO THE SUMMARY PROSPECTUSES, PROSPECTUSES AND
STATEMENTS OF ADDITIONAL INFORMATION
OF
WELLS FARGO ADVANTAGE MONEY MARKET FUNDS
(Each, a “Fund” and together, the “Funds”)**

At a meeting held on May 19-20, 2015, the Board of Trustees of the Funds (the “Board”) approved the following changes in response to the Securities and Exchange Commission’s 2014 amendments to rules governing money market funds, to become effective on or prior to October 14, 2016:

Retail Money Market Funds

The Board has preliminarily designated the following Funds as “retail money market funds”, within the meaning of amended Rule 2a-7 under the Investment Company Act of 1940 (the “Retail Money Market Funds”):

- Wells Fargo Advantage Money Market Fund
- Wells Fargo Advantage California Municipal Money Market Fund
- Wells Fargo Advantage Municipal Money Market Fund
- Wells Fargo Advantage National Tax-Free Money Market Fund

The Board has approved preliminary policies and procedures that are reasonably designed to limit all beneficial owners of the Retail Money Market Funds to natural persons and that will be implemented on or prior to October 14, 2016. The Retail Money Market Funds will continue to use amortized cost to transact at a stable \$1.00 net asset value (“NAV”). The Retail Money Market Funds will be required to adopt policies and procedures to authorize the imposition of a fee on redemptions (“liquidity fee”) and/or a suspension of redemptions (“redemption gate”) in the event that a Fund’s weekly liquid assets fall below designated thresholds, subject to the discretion of the Board.

Institutional Money Market Funds

The Board has not designated the following Funds as “retail money market funds” (the “Institutional Money Market Funds”):

- Wells Fargo Advantage Heritage Money Market Fund
- Wells Fargo Advantage Cash Investment Money Market Fund
- Wells Fargo Advantage Municipal Cash Management Money Market Fund

The Institutional Money Market Funds will be required to transact at their market-based NAV, rounded to four decimal places. The Institutional Money Market Funds will also be required to adopt policies and procedures to authorize the imposition a liquidity fee and/or redemption gate in the event that a Fund’s weekly liquid assets fall below designated thresholds, subject to the discretion of the Board. The Institutional Money Market Funds will not be limited to institutional investors, but will continue to be available to retail investors as well.

Government Money Market Funds

The following Funds will continue to be “government money market funds”, within the meaning of amended Rule 2a-7 under the Investment Company Act of 1940 (the “Government Money Market Funds”):

- Wells Fargo Advantage Government Money Market Fund
- Wells Fargo Advantage Treasury Plus Money Market Fund
- Wells Fargo Advantage 100% Treasury Money Market Fund

The Government Money Market Funds will continue to use amortized cost to transact at a stable \$1.00 NAV. The Board has determined that it has no current intention of voluntarily adopting liquidity fees or redemption gates for the Government Money Market Funds.

May 21, 2015

MMAM055/P1203SP

All information is as of 5-31-16 unless otherwise indicated. Information is subject to change.

Heritage Money Market Fund - Select

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Select
Investment Minimum	\$50 million
Ticker	WFJXX
CUSIP	94984B793
Net Expense Ratio	0.13%
Total fund assets	\$38.2 billion
Fund Manager	Jeffrey L. Weaver, CFA, Laurie R. White, Michael C. Bird
Inception Date	6-29-95
Trading deadline	5 p.m. Eastern Time

Performance²

Current yield as of 5-31-16

	7-day SEC yield(%)
	0.42

Month	30-day current yield (%)
May 2015	0.11
June 2015	0.11
July 2015	0.12
August 2015	0.13
September 2015	0.14
October 2015	0.15
November 2015	0.15
December 2015	0.25
January 2016	0.37
February 2016	0.41
March 2016	0.43
April 2016	0.43
May 2016	0.43

Average annual total returns (%) as of 5-31-16

1 year	3 year	5 year	10 year	Since Inception
0.26	0.14	0.13	1.25	2.71

The advisor has contractually committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-day current yield would have been 0.37% and the total return would have been lower.

Principal investment strategies

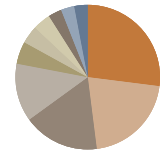
Seeks current income while preserving capital and liquidity by investing in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers.

Portfolio composition¹

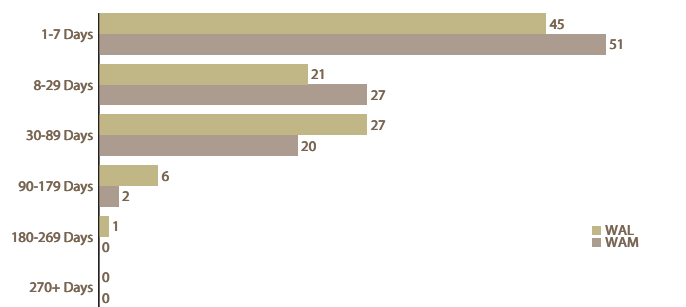
% of portfolio

- Asset Backed CP: (27)
- Non-Negotiable Time Deposit: (21)
- Certificate of Deposit: (17)
- Financial Company CP: (13)
- Variable Rate Demand Note: (5)
- Non-Financial Company Commercial Paper: (4)
- Non-U.S. Sovereign, Sub-Sovereign and Supra-National Debt: (4)
- Government Agency Repo: (3)
- Other Repurchase Agreement: (3)
- Other: (3)

Total : 100%



Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 18 days

Weighted average life: 27 days

Daily liquid assets: 29%

Weekly liquid assets: 45%

Figures quoted represent past performance, which is no guarantee of future results and do not reflect taxes that a shareholder may pay on a fund. Investment returns will fluctuate. The fund's yield figures more closely reflect the current earnings of the fund than the total return figures. Current performance may be lower or higher than the performance data quoted and assumes the reinvestment of dividends and capital gains. Current month-end performance is available at the fund's website, wellsfargofunds.com.

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the fund and are described in the fund's current prospectus.

(Conti

Packet Pg. 477

Strength. Expertise. Partnership

Wells Fargo Funds skillfully guides institutions, financial advisors, and individuals through the investment terrain to help them reach their financial objectives. Everything we do on behalf of our investors is built on the standards of integrity and service established by our parent company, Wells Fargo & Company; the expertise of our independent investment teams and rigorous ongoing investment review; and the collaborative level of superior service that is our trademark.

Fund disclosures

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market fund.

1. Portfolio composition is subject to change and may have changed since the date specified.
2. The inception date of the Select Class was 6-29-07. Performance shown prior to the inception of the Select Class reflects the performance of the Institutional Class and includes expenses that are not applicable to and are higher than those of the Select Class. If these expenses had not been included, returns would be higher.

Definition of terms

Daily liquid assets: Cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly liquid assets: Cash, direct obligations of the U.S. government, or government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature exercisable and payable within five business days.

Weighted average life (WAL): An average of the final maturities of all securities held in the portfolio, weighted by their percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. The calculation of WAL allows for the maturities of certain securities with demand features to be shortened but, unlike the calculation of WAM, does not allow shortening of the maturities of certain securities with periodic interest-rate resets. WAL is a way to measure a fund's potential sensitivity to credit spread changes.

Weighted average maturity (WAM): An average of the effective maturities of all securities held in the portfolio, weighted by each security's percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. WAM calculations allow for the maturities of certain securities with demand features or periodic interest-rate resets to be shortened. WAM is a way to measure a fund's sensitivity to potential interest-rate changes.

Rating agencies: The ratings indicated are from Standard & Poor's (S&P); Moody's Investors Service, Inc.; and/or Fitch Ratings Ltd. (together, rating agencies). Standard & Poor's is a trademark of McGraw-Hill, Inc., and has been licensed. The funds are not sponsored, endorsed, sold, or promoted by these rating agencies, and these rating agencies make no representation regarding the advisability of investing in the funds. The credit rating is a forward-looking opinion about a fund's potential capacity to maintain stable principal or stable net asset value. The ratings are opinions as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any security. Standard & Poor's rates the creditworthiness of money market funds from AAAM (highest) to Dm (lowest). Moody's rates the creditworthiness of money market funds from Aaa-mf (highest) to C-mf (lowest). Fitch Ratings Ltd. rates the creditworthiness of money market funds from AAAMmf (highest) to Bmmf (lowest).

This fact sheet must be accompanied or preceded by a current prospectus for Select Class shares of the Wells Fargo Money Market Funds.

Wells Fargo Asset Management (WFAM) is a trade name used by the asset management businesses of Wells Fargo & Company. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for Wells Fargo Funds. Other affiliates of Wells Fargo & Company provide subadvisory and other services for the funds. The funds are distributed by **Wells Fargo Funds Distributor, LLC** Member FINRA, an affiliate of Wells Fargo & Company.

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

Summary Prospectus

June 1, 2016

WELLS
FARGO

ASSET
MANAGEMENT

Wells Fargo Heritage Money Market Fund

Class/Ticker: Institutional Class - SHIXX

[Link to Prospectus](#)

[Link to SAI](#)

Before you invest, you may want to review the Fund's prospectus, which contains more information about the Fund and its risks. You can find the Fund's prospectus and other information about the Fund online at wellsfargofunds.com/reports. You can also get information at no cost by calling 1-800-222-8222, or by sending an email request to fundservice@wellsfargo.com. The current prospectus ("Prospectus") and statement of additional information ("SAI") dated June 1, 2016, as supplemented from time to time, are incorporated by reference into this summary prospectus. The Fund's SAI may be obtained, free of charge, in the same manner as the Prospectus.

Investment Objective

The Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases (as a percentage of offering price)	None
Maximum deferred sales charge (load) (as a percentage of offering price)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.13%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.09%
Total Annual Fund Operating Expenses	0.22%
Fee Waivers	(0.02)%
Total Annual Fund Operating Expenses After Fee Waiver¹	0.20%

1. The Manager has contractually committed through May 31, 2017, to waive fees and/or reimburse expenses to the extent necessary to cap the Fund's Total Annual Fund Operating Expenses After Fee Waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses and extraordinary expenses are excluded from the cap. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a \$10,000 initial investment, 5% annual total return, and that fees and expenses remain the same as in the tables above. To the extent that the Manager is waiving fees or reimbursing expenses, the example assumes that such waiver or reimbursement will only be in place through the date noted above. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	\$20
3 Years	\$69
5 Years	\$122
10 Years	\$278

Principal Investment Strategies

Under normal circumstances, we invest:

- exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers. These instruments include, but are not limited to, bank obligations such as time deposits and certificates of deposit, government securities, asset-backed securities, commercial paper, corporate bonds, municipal securities and repurchase agreements. These investments may have fixed, floating, or variable rates of interest and may be obligations of U.S. or foreign issuers. We may invest more than 25% of the Fund's total assets in U.S. dollar-denominated obligations of U.S. banks.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and weighted average maturity. We will only purchase securities that we have determined present minimal credit risk.

Principal Investment Risks

An investment in the Fund may lose money, is not a deposit of Wells Fargo Bank, N.A. or its affiliates, is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency, and is primarily subject to the risks briefly summarized below.

Credit Risk. The issuer or guarantor of a debt security may be unable or perceived to be unable to pay interest or repay principal when they become due, which could cause the value of an investment to decline and a Fund to lose money.

Foreign Investment Risk. Foreign investments may be subject to lower liquidity, greater price volatility and risks related to adverse political, regulatory, market or economic developments. Foreign investments may involve exposure to changes in foreign currency exchange rates and may be subject to higher withholding and other taxes.

Industry Concentration Risk. A Fund that concentrates its investments in an industry or group of industries is more vulnerable to adverse market, economic, regulatory, political or other developments affecting such industry or group of industries than a fund that invests its assets more broadly.

Interest Rate Risk. When interest rates rise, the value of debt securities tends to fall. When interest rates decline, interest that a Fund is able to earn on its investments in debt securities may also decline, but the value of those securities may increase.

Management Risk. Investment decisions, techniques, analyses or models implemented by a Fund's manager or sub-adviser in seeking to achieve the Fund's investment objective may not produce the returns expected, may cause the Fund's shares to lose value or may cause the Fund to underperform other funds with similar investment objectives.

Market Risk. The values of, and/or the income generated by, securities held by a Fund may decline due to general market conditions or other factors, including those directly involving the issuers of such securities. Security markets are volatile and may decline significantly in response to adverse issuer, regulatory, political, or economic developments. Different sectors of the market and different security types may react differently to such developments.

Money Market Fund Risk. Although a Fund seeks to maintain the value of your investment at \$1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

Mortgage- and Asset-Backed Securities Risk. Mortgage- and asset-backed securities may decline in value and become less liquid when defaults on the underlying mortgages or assets occur and may exhibit additional volatility in periods of rising interest rates. Rising interest rates tend to extend the duration of these securities, making them more sensitive to changes in interest rates than instruments with fixed payment schedules. When interest rates decline or are low, the prepayment of mortgages or assets underlying such securities can reduce a Fund's returns.

Municipal Securities Risk. Municipal securities may be fully or partially backed or enhanced by the taxing authority of a local government, by the current or anticipated revenues from a specific project or specific assets, or by the credit of, or liquidity enhancement provided by, a private issuer. Various types of municipal securities are often related in such a way that political, economic or business developments affecting one obligation could affect other municipal securities held by a Fund.

Regulatory Risk. On July 23, 2014, the Securities and Exchange Commission voted to amend various rules related to money market funds, including Rule 2a-7. There are various compliance dates for these amendments, with the latest being October 14, 2016. In order to comply, the Fund may be required to take certain steps that could affect money market fund investments and operations. The precise nature of these changes and their impact on the Fund and its shareholders has not yet been determined.

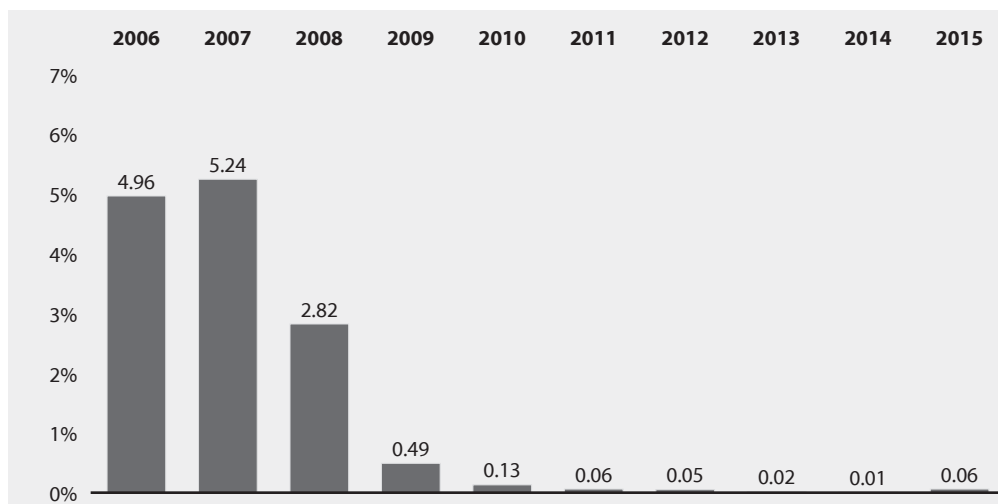
Repurchase Agreement Risk. In the event that the counterparty to a repurchase agreement is unwilling or unable to fulfill its contractual obligations to repurchase the underlying security, a Fund may lose money, suffer delays, or incur costs arising from holding or selling the underlying security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and securities issued or guaranteed by U.S. Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at wellsfargofunds.com. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year Institutional Class



Highest Quarter: 3rd
Quarter 2007 +1.32%

Lowest Quarter: 1st
Quarter 2014 +0.00%

Year-to-date total
return as of
3/31/2016 is +0.08%

Average Annual Total Returns for the periods ended 12/31/2015

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	3/31/2000	0.06%	0.04%	1.37%

Fund Management

Manager	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated Wells Capital Management Singapore

Purchase and Sale of Fund Shares

Institutional Class shares are generally available through intermediaries for the accounts of their customers and directly to institutional investors and individuals. Institutional investors may include corporations; private banks and trust companies; endowments and foundations; defined contribution, defined benefit and other employer sponsored retirement plans; institutional retirement plan platforms; insurance companies; registered investment advisor firms; bank trusts; 529 college savings plans; family offices; and fund of funds including those managed by Funds Management. In general, you can buy or sell shares of the Fund online or by mail, phone or wire on any day the New York Stock Exchange is open for regular trading. You also may buy and sell shares through a financial professional.

Minimum Investments	To Buy or Sell Shares
Minimum Initial Investment Institutional Class: \$10 million (certain eligible investors may not be subject to a minimum initial investment)	Mail: Wells Fargo Funds P.O. Box 8266 Boston, MA 02266-8266 Online: wellsfargofunds.com Phone or Wire: 1-800-222-8222
Minimum Additional Investment Institutional Class: None	Contact your investment representative.

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan. However, subsequent withdrawals from such a tax advantaged investment plan may be subject to federal income tax. You should consult your tax adviser about your specific tax situation.

Payments to Intermediaries

If you purchase a Fund through an intermediary, the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the intermediary and your financial professional to recommend the Fund over another investment. Consult your financial professional or visit your intermediary's website for more information.

[Link to Prospectus](#)

[Link to SAI](#)



Get this document online
 Sign up at wellsfargo.com/advantagedelivery



**SUPPLEMENT TO THE SUMMARY PROSPECTUSES, PROSPECTUSES AND
STATEMENTS OF ADDITIONAL INFORMATION
OF
WELLS FARGO ADVANTAGE MONEY MARKET FUNDS
(Each, a “Fund” and together, the “Funds”)**

At a meeting held on May 19-20, 2015, the Board of Trustees of the Funds (the “Board”) approved the following changes in response to the Securities and Exchange Commission’s 2014 amendments to rules governing money market funds, to become effective on or prior to October 14, 2016:

Retail Money Market Funds

The Board has preliminarily designated the following Funds as “retail money market funds”, within the meaning of amended Rule 2a-7 under the Investment Company Act of 1940 (the “Retail Money Market Funds”):

- Wells Fargo Advantage Money Market Fund
- Wells Fargo Advantage California Municipal Money Market Fund
- Wells Fargo Advantage Municipal Money Market Fund
- Wells Fargo Advantage National Tax-Free Money Market Fund

The Board has approved preliminary policies and procedures that are reasonably designed to limit all beneficial owners of the Retail Money Market Funds to natural persons and that will be implemented on or prior to October 14, 2016. The Retail Money Market Funds will continue to use amortized cost to transact at a stable \$1.00 net asset value (“NAV”). The Retail Money Market Funds will be required to adopt policies and procedures to authorize the imposition of a fee on redemptions (“liquidity fee”) and/or a suspension of redemptions (“redemption gate”) in the event that a Fund’s weekly liquid assets fall below designated thresholds, subject to the discretion of the Board.

Institutional Money Market Funds

The Board has not designated the following Funds as “retail money market funds” (the “Institutional Money Market Funds”):

- Wells Fargo Advantage Heritage Money Market Fund
- Wells Fargo Advantage Cash Investment Money Market Fund
- Wells Fargo Advantage Municipal Cash Management Money Market Fund

The Institutional Money Market Funds will be required to transact at their market-based NAV, rounded to four decimal places. The Institutional Money Market Funds will also be required to adopt policies and procedures to authorize the imposition a liquidity fee and/or redemption gate in the event that a Fund’s weekly liquid assets fall below designated thresholds, subject to the discretion of the Board. The Institutional Money Market Funds will not be limited to institutional investors, but will continue to be available to retail investors as well.

Government Money Market Funds

The following Funds will continue to be “government money market funds”, within the meaning of amended Rule 2a-7 under the Investment Company Act of 1940 (the “Government Money Market Funds”):

- Wells Fargo Advantage Government Money Market Fund
- Wells Fargo Advantage Treasury Plus Money Market Fund
- Wells Fargo Advantage 100% Treasury Money Market Fund

The Government Money Market Funds will continue to use amortized cost to transact at a stable \$1.00 NAV. The Board has determined that it has no current intention of voluntarily adopting liquidity fees or redemption gates for the Government Money Market Funds.

May 21, 2015

MMAM055/P1203SP

CalTRUST Short-Term Fund

Portfolio Statistics

As of June 30, 2016

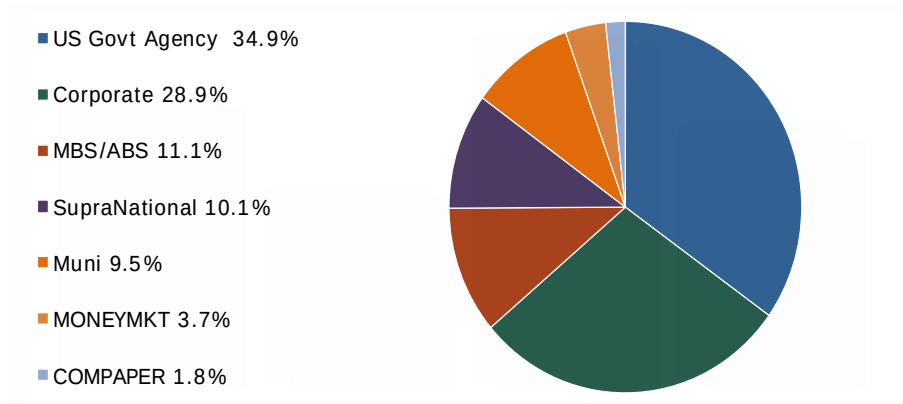
	CalTRUST Short-Term	LAIF
Distribution Yield*	0.73%	0.58%
Duration	0.51	
Average Maturity	1.06	0.44

*Annualized

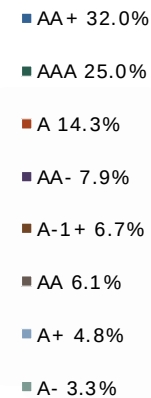
	CalTRUST Short-Term		LAIF
	Total Return	Yield Return	Yield Return
One Month	0.14%	0.06%	0.05%
One Year	0.67%	0.60%	0.43%
Three Year*	0.53%	0.47%	0.32%
Five Year*	0.46%	0.45%	0.33%
Ten Year*	1.53%	1.49%	1.45%
Since Inception*	1.81%	1.77%	1.71%

*Annualized

Portfolio Sector Breakdown



Portfolio Quality Breakdown



The above chart depicts the performance of one of the accounts managed by Wells Capital Management as part of the CalTRUST pooled investment program. Performance reflects the reinvestment of dividends and other earnings. Performance was calculated net of investment advisory fees.

The Local Agency Investment Fund (LAIF) is a diversified managed portfolio administered by the State of California for local governments and special districts. Since Inception performance is based upon an inception date of February 13, 2005, when the CalTRUST Short-Term Account commenced operations according to its investment objectives, and does not include any investment returns from temporary investments held before the commencement of those operations. Past performance is no guarantee of future results.

CalTRUST Medium-Term Fund

Portfolio Statistics

As of June 30, 2016

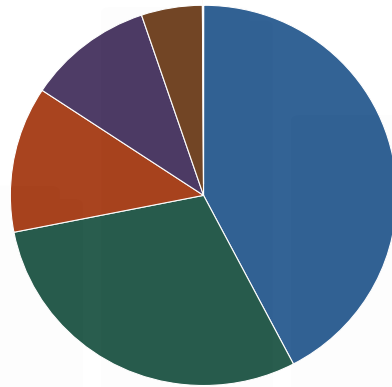
	CalTRUST Medium-Term	ML Govt & Corp "A" or Better 1-3 Yr
Distribution Yield*	1.01%	
Duration	1.77	1.82
Average Maturity	2.00	1.88
*Annualized		

	CalTRUST Medium-Term		ML Govt & Corp "A" or Better 1-3 Yr
	Total Return	Yield Return	
One Month	0.52%	0.08%	0.59%
One Year	1.54%	0.93%	1.49%
Three Year*	1.10%	0.79%	1.14%
Five Year*	0.90%	0.87%	1.03%
Ten Year*	2.29%	2.13%	2.66%
Since Inception*	2.28%	2.13%	2.60%

*Annualized

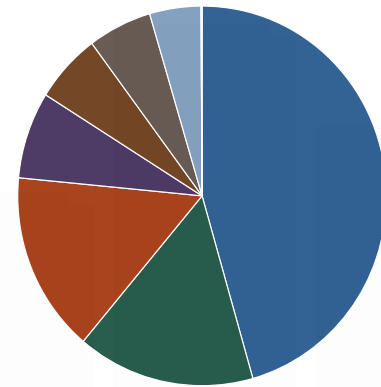
Portfolio Sector Breakdown

- US Govt Agency 42.3%
- Corporate 29.6%
- Muni 12.4%
- MBS/ABS 10.5%
- SupraNational 5.1%
- MONEYMKT 0.1%



Portfolio Quality Breakdown

- AA+ 45.6%
- AAA 15.6%
- A 15.4%
- AA- 7.4%
- AA 5.9%
- A+ 5.6%
- A- 4.5%
- A-1+ 0.1%



The above chart depicts the performance of one of the accounts managed by Wells Capital Management as part of the CalTRUST pooled investment program. Performance reflects the reinvestment of dividends and other earnings. Performance was calculated net of investment advisory fees. The Merrill 1-5 Year Indexes are unmanaged indexes consisting of the compounded result of the cumulative daily returns of US Treasuries and Agencies with maturities between 1 and 5 years. Since Inception performance is based upon an inception date of February 13, 2005, when the CalTRUST Medium-Term Account commenced operations according to its investment objectives, and does not include any investment returns from temporary investments held before the commencement of those operations. Past performance is no guarantee of future results.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

FROM: Donald J. White
Assistant City Manager

ISSUE: Urgency Ordinance of the City of Laguna Hills, California, Amending and Restating Title 13 of the Laguna Hills Municipal Code Relating to Animal Control, Welfare and License Requirements

RECOMMENDATION: That the City Council: (1) Adopt, by at least a four-fifths vote, an Urgency Ordinance entitled: "An Urgency Ordinance of the City of Laguna Hills, California, Amending and Restating Title 13 of the Laguna Hills Municipal Code Relating to Animal Control, Welfare and License Requirements," and (2) Introduce for first reading, read by title only, and waive further reading, an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Amending and Restating Title 13 of the Laguna Hills Municipal Code Relating to Animal Control, Welfare and License Requirements."

SUMMARY:

On April 12, 2016, the City Council approved an Agreement for Animal Control and Shelter Services with the City of Mission Viejo. Section 5 of that Agreement requires Laguna Hills' Ordinances related to Animal Control to substantially conform to similar Ordinances in Mission Viejo. The City of Mission Viejo is currently updating their Animal Control regulations and pursuant to Section 5 of the Agreement, has requested that Laguna Hills amend and restate Title 13 of the Laguna Hills Municipal Code to conform with the City of Mission Viejo Municipal Code relating to animal control regulations. Staff has worked with the City Attorney's Office and the City of Mission Viejo to prepare the attached Ordinance for first reading. Also, since the second reading will not occur until January 10, 2017, and to ensure that the Ordinance is in effect January 1, 2017, the

effective date of the contract with Mission Viejo, staff is requesting that the City Council also adopt the proposed Ordinance as an Urgency Ordinance as well to take effect immediately.

BACKGROUND:

In response to entering into contracts with both the cities of Laguna Hills and Rancho Santa Margarita this past May, the City of Mission Viejo initiated a review and update of their Animal Ordinance with the intent of having Laguna Hills and Rancho Santa Margarita update their Animal Ordinances to substantially conform with Mission Viejo's. Not only is this a requirement of Section 5 of the Agreement with Mission Viejo for Animal Control and Shelter Services, but as a practical matter for Laguna Hills, will help facilitate the transition from Orange County Animal Care Services to Mission Viejo on January 1, 2017.

Staff has evaluated the new Animal Ordinance and has determined that the changes overall are minor and will not impose any significant impacts on residents of Laguna Hills. We are advised that the Mission Viejo Animal Services Manager and the Mission Viejo City Attorney have completed their review of the proposed Ordinance and have, collectively, approved the proposed Ordinance as to form and content.

Staff recommends that the new Animal Ordinance be introduced for the first reading. The second reading will occur on January 10, 2017, and become effective 30 days thereafter. Additionally, to ensure that the new Animal Ordinance is in effect January 1, 2017, staff recommends that the Ordinance also be adopted as Urgency Ordinance that will take effect immediately. An Urgency Ordinance requires a four-fifths vote of the City Council.

ATTACHMENTS:

- LH_Chp. 13-04_Animal Control_Urgency Ordinance
- LH_Chp. 13-04_Animal Control_Ordinance

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING TITLE 13 OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO ANIMAL CONTROL, WELFARE AND LICENSE REQUIREMENTS

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

SECTION 1. Title 13 (Animals) of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Title 13
ANIMALS**

Chapters:

<u>13-04</u>	General Provisions
<u>13-08</u>	Control and Licensing of Dogs, Cats, Livestock, and other Domestic and Nondomestic Animals – Generally
<u>13-12</u>	Dog Licensing
<u>13-16</u>	Cat Licensing
<u>13-20</u>	Rabies Control
<u>13-24</u>	Dangerous and Vicious Animals
<u>13-28</u>	Animal Impoundment
<u>13-32</u>	Animals Running at Large
<u>13-36</u>	Keeping of Livestock
<u>13-40</u>	General Licensing Procedures
<u>13-44</u>	Additional or Unusual Animal License
<u>13-48</u>	Licensing of Animal Facilities
<u>13-52</u>	Animal Exhibitions

**Chapter 13-04
GENERAL PROVISIONS**

Sections:

<u>13-04.010</u>	Application of Title.
<u>13-04.020</u>	Definitions.
<u>13-04.030</u>	Responsibility for administration.
<u>13-04.040</u>	Rules and regulations.
<u>13-04.050</u>	Enforcement.
<u>13-04.060</u>	Interference.
<u>13-04.070</u>	Firearms authorized.
<u>13-04.080</u>	Disposal of dead animals.

<u>13-04-090</u>	Violations; infraction; misdemeanor.
<u>13-04.100</u>	Inspections.
<u>13-04.110</u>	Complaints.
<u>13-04.120</u>	Animal care requirements.
<u>13-04.130</u>	Sale of animals.
<u>13-04.140</u>	Prohibiting the feeding of wildlife.

13-04.010 Application of Title.

Except as may otherwise be provided in Title 9 (Zoning and Subdivisions) of this code, the provisions of this Title 13 shall apply and control.

13-04.020 Definitions.

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Animal" means any animal including, but not limited to, dogs, cats, birds, fishes, reptiles and nonhuman mammals.

"Animal event" means any commercial property or facility where one or more animals are kept or maintained.

"Animal exhibition" means any property where one or more animals are exposed to public view for entertainment, instruction or advertisement for which public admission is charged. Activities conducted primarily for instruction or entertainment of the participants, for which no public admission is charged, are excluded. Animal exhibitions include, but are not limited to, carnivals, tent shows or shows in the open air, or in a hall or building not specifically constructed for theatrical purposes, wherein the carnivals, circuses, dog or pony shows, dramatic, musical or theatrical performances are given to audiences, where at the total attendance does not exceed 2,500 persons.

"Animal facility" means any commercial property or facility where animals are kept or maintained for any purpose.

"Animal rental establishment" means a place or facility where animals, other than dogs, cats or equines, are kept or maintained for hire.

"Approved rabies vaccine" means a vaccine which is approved for use in the animal concerned by the State Department of Health.

"Approved research institution" means a college, hospital, university or research laboratory conducting animal research, where the Director has first found and certified in writing that said research is conducted under humane conditions.

"Animal services department" means the animal services department for the City of Mission Viejo, authorized and delegated to perform the services and functions described in this title pursuant to contract.

"Cat" means traditionally domesticated members of the species *Felis Catus*; it excludes non-traditionally domesticated other members of the family *Felidae*.

"City" means the City of Laguna Hills by and through its elected and appointed officers and officials, employees, agents, and consultants.

"Commercial" means operated or carried on primarily for financial gain or by any non-governmental firm, person or business/entity.

"Commercial stable" means any property where equines are sheltered or fed on a commercial basis.

"Dangerous animals" means any animal which presents a threat to the safety, well-being or condition of persons or property, as determined by the Director.

"Director" means the City of Mission Viejo Animal Services Manager or designee.

"Dog" means traditionally domesticated members of the species *Canis familiaris*; it excludes other non-traditionally domesticated members of the family *Canidae*.

"Foster animal" means any animal that is temporarily being cared for and housed by a person on any property within the city.

"Garbage" means any waste resulting from the care, feeding or disposal of animal(s). This includes and consists in whole or in any part of animal wastes or remains, resulting from any cause, including the handling, preparing, cooking and consuming of food, including the offal from animal carcasses or parts thereof. At all times garbage shall be treated and managed in a safe and sanitary manner.

"Grooming facility" means any premises where animals are groomed, brushed, clipped or bathed or otherwise conditioned, as pets and/or for show, on a commercial basis.

"Guard (sentry) dog" means any dog utilized, on a commercial basis, to guard any property within the city, for any lawful purpose.

"Guide dog" or "service dog" means a properly trained dog certified by a licensed guide (seeing eye) dog agency and actually being used by a disabled person, including a "guide dog," "signal dog," or "service dog" as those terms are defined in California Civil Code Section 54.1.

"Immediate slaughter" means livestock shipped to a public stockyard and released therefrom for slaughter, and also livestock shipped to the premises of a firm regularly engaged in the slaughter of animals under approved inspection.

"Impounded" means having been received into the custody of any animal shelter, or into the custody of the Director or his or her authorized agent or deputy.

"Infectious disease" means any infectious, contagious or communicable disease sufficiently dangerous to the public health or to the health of animals within the city to warrant putting into effect the provisions of this chapter and any rules or regulations adopted pursuant thereto.

"Kennel" means any lot, building, structure, enclosure or premises whereupon or wherein five (5) or more cats or dogs, over four (4) months of age, are kept or maintained for any purpose, including places where cats or dogs are boarded, kept for sale or adoption, or kept for hire. Excluded from this definition are veterinary clinics and pet hospitals when animals are being housed for medical care, and animals kept on any lot, building, structure, enclosure or premises licensed by the Director to contain additional animals pursuant to Chapter 13-44 of this code.

"Livestock" means any domesticated animal, including but not limited to, poultry, cattle, goats, swine, sheep and equines which are kept in captivity or under the control or ownership of any person for any purpose.

"Neutered" or "spayed" means rendered incapable of reproduction by physical (surgical alteration or the implantation of a device) or other means. To be acceptable, the neutering must be certified to by a licensed veterinarian.

"Person" means any individual, firm, partnership, corporation, company, society, or association, and every officer, agent or employee thereof.

"Pet shop" means any place of business where dogs under (4) four months of age or any other animals to be used as pets, are kept for sale.

"Potentially dangerous dog" means any of the following:

1. Any dog which, when unprovoked, on two (2) separate occasions within the prior thirty-six-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury whether the person and the dog are on or off the property of the owner and/or custodian of the dog.
2. Any dog which, when unprovoked, bites a person causing any injury less severe than a severe injury.

3. Any dog which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal, horse, or livestock.

4. Provocation, or the lack thereof, shall be determined by, and in the sole discretion of the Director.

"Quarantine" means the strict confinement of an animal upon the premises of the owner or elsewhere as approved by the Director, and subject to the conditions or requirements of the Director relating to the impoundment.

"Severe injury" means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

"Stockyard" means any stockyard, corral or premises wherein public trading in livestock is carried on, or where yarding, feeding and watering facilities are provided and where federal, state or county inspection is maintained for the inspection of livestock for infectious diseases.

"Tuberculin test" means any test approved by the United States Department of Agriculture for the detection of tuberculosis in animals.

"Vicious dog" means any dog that, as determined by the Director:

1. Has attacked or bitten a person causing death or physical injury;
2. Has killed or inflicted substantial physical injury to an animal, without provocation, while off the owner's or custodian's property;
3. Is owned or harbored primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or
4. Has twice, within a one-year period, done any of the following, as evidence by credible testimony, oral or written:
 - a. Bitten, attacked or attempted to bite a person; or
 - b. Chased or approached a person upon the streets, sidewalks or any public or private property in an apparent attitude of attack.

Provided, no dog may be determined to be a vicious dog if any such bite, threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner and/or custodian of the dog, was committing or attempting to commit a crime upon the premises occupied by the owner and/or custodian of the dog, was threatening the owner, owner's family, custodian or third

person, or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.

This definition does not apply to dogs used in military, security or police work while they are actually performing in that capacity.

13-04.030 Responsibility for administration.

The City of Mission Viejo, pursuant to contract, by and through the Director is charged with the administration of this title.

13-04.040 Rules and regulations.

The City Council of the City of Laguna Hills may, by resolution, promulgate any necessary rules and regulations for the administration of this title.

13.04-050 Enforcement.

The Director, or his or her duly authorized deputies and agents, are hereby empowered and it shall be their duty to enforce this title and any statute relating to animal control unless otherwise provided by law. Pursuant to Civil Code § 607(g) each of the aforementioned individuals shall have the power to issue notices to appear in court for violations of the aforementioned provisions pursuant to Penal Code § 853.6 et seq.

13-04.060 Interference.

No person shall interfere with, oppose or resist any authorized person charged with the enforcement of this title while such person is engaged in the performance of his or her official duties.

13-04.070 Firearms authorized.

Supervisory and senior animal control officers of the City of Mission Viejo who have successfully completed California Penal Code Section 832 firearms training or other relevant training intended to authorize firearm utilization, are authorized to carry in the city loaded rifles, shotguns and tranquilizer equipment, issued by the City of Mission Viejo, while acting in the course and scope of their employment.

13-04.080 Disposal of dead animals.

The owner of any animal which dies shall dispose of the carcass of such animal in a sanitary manner as prescribed by the Director within twenty-four (24) hours after the owner has knowledge of the animal's death. The Director shall be responsible for the disposal of all dead animals whose ownership cannot be established.

13-04.090 Violations; infraction; misdemeanor.

A. A violation of this title or any portion or section thereof shall, in the sole discretion of the city by and through the City Attorney or other authorized personnel, be prosecuted in any manner provided for by law, including, but not limited to, the administrative, civil or the misdemeanor criminal prosecution of the offender (subject to the city's sole and absolute discretion to reduce the same to an infraction, administrative or civil complaint) and as provided for in Title 1 of this code.

B. Any person who violates any provision of Sections 13-08.090 or 13-24.020 is guilty of a misdemeanor. Moreover, any person who violates any other provision of this title and the violation occurs within one year of the occurrence of two other separate violations of this title by that person is guilty of a misdemeanor.

C. Each day on which a violation occurs or continues shall constitute a separate offense.

13-04.100 Inspections.

The Director, or his or her duly authorized deputies and agents, are authorized to inspect any building or other property for the purpose of enforcing this title or any city, county or state statute relating to animal control.

13-04.110 Complaints.

Upon receiving a complaint from any person alleging a violation of this title and upon receiving the name and address of the owner and/or custodian of the animal, if known, an investigation to determine whether a violation exists may be made. If the investigation discloses a violation of this title, the prosecution may be initiated against the owner and/or custodian.

13-04.120 Animal care requirements.

Every person within the city who owns any animal, who has custody of an animal or who owns, conducts, manages or operates any animal establishment for which a license is required by this title, shall comply with each of the following conditions:

A. Housing facilities for animals shall be structurally sound and shall be maintained in good repair, to protect the animals from injury, to contain the animals, and to restrict the entrance of other animals.

B. All animals shall be supplied with sufficient good and wholesome food and water as often as the feeding habits of the respective animals require.

C. All animals and all buildings or enclosures wherein animals are housed or maintained shall be maintained in a clean and sanitary condition.

D. No animals shall be without attention for more than twelve (12) consecutive hours. Whenever an animal is left unattended at an animal facility, the telephone number of the animal services department, or the name, address and telephone number of the person responsible for the care of the animal with a right of access to the facility, shall be posted in a conspicuous place at the front of the property.

E. Every reasonable precaution shall be used to ensure that animals are not teased, abused, mistreated, annoyed, tormented or in any manner made to suffer by any person or means.

F. No condition shall be maintained or permitted that is or could be injurious to the animals.

G. Buildings and enclosures wherein animals are housed or maintained shall be so constructed and maintained as to prevent the escape of animals. All reasonable precautions shall be taken to protect the public from the animals and the animals from the public.

H. Every animal establishment shall isolate sick animals sufficiently so as not to endanger the health of other animals. Sick animals shall at all times be isolated from the other animals.

I. Every building or enclosure wherein animals are housed or maintained shall be constructed of material easily cleaned and shall be kept in a sanitary condition. The building or enclosure shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical need of the animals, with sufficient light to allow observation of animals and sanitation.

J. Such person shall take any animal to a licensed veterinarian for examination or treatment if the Director finds this is necessary in order to maintain the health of the animal and orders the owner and/or custodian to do so.

K. All animal rooms, cages, kennels and runs shall be of sufficient size to provide adequate and proper accommodations for the animals kept therein. Animals shall have sufficient height and sufficient floor space to stand up, sit down and turn around freely using normal body movements without the head touching the top of the primary enclosure; have the ability to lie down with limbs outstretched and exercise normal postural movement, and move freely as appropriate for the species, age, size, and condition of the animal. However, when freedom of movement would endanger the animal due to a medical condition that has been documented by a licensed veterinarian, temporarily and appropriately restricting movement of the animal in a humane manner is permitted.

L. Every violation of an applicable regulation shall be corrected within a reasonable time to be specified by the Director.

M. Such person shall provide proper shelter and protection from the weather at all times.

N. Such person shall not give an animal any alcoholic beverage unless prescribed by a licensed veterinarian.

O. Such person shall not allow animals which are natural enemies, temperamentally unsuited, or otherwise incompatible, to be quartered together, or so near each other as to cause injury, fear or torment. If two (2) or more animals are so trained that they can be

placed together and do not attack each other or perform or attempt any hostile act to the others, such animals shall be deemed not to be natural enemies.

P. Such person shall not allow the use of any tack, equipment, device, substance or material that is, or could be, injurious or cause unnecessary cruelty to any animal.

Q. Such person shall give working animals proper rest periods. Confined or restrained animals shall be given exercise proper for the individual animal under the particular conditions.

R. Such person shall not work, use or rent any animal which is overheated, weakened, exhausted, sick, injured, diseased, lame or otherwise unfit.

S. Such person shall not display animals bearing evidence of malnutrition, ill health, unhealed injury or having been kept in an unsanitary condition.

T. Such person shall not display any animal whose appearance is or may be offensive or contrary to public decency.

U. Such person shall not allow any animal to constitute or cause a hazard, or be a menace to the health, peace or safety of the community.

V. Such person shall not violate any condition imposed by the Director on any license issued by the animal services department.

W. No dog or cat under the age of eight (8) weeks shall be brought or shipped into the city for the purpose of adoption, and no such dog or cat shall be offered for adoption.

X. Every dog or cat offered for adoption must be examined by a licensed veterinarian and be certified free of congenital defects, distemper, worms, skin disease, skin and ear mites, and other diseases or conditions which would be injurious to the animal or a potential owner.

Y. Every dog or cat offered for adoption shall have been vaccinated against distemper and parvo. A vaccination record providing the date of vaccination, lot number, and the manufacturer must be provided to the person adopting the puppy or kitten at the time of adoption.

Z. Every dog four (4) months of age or older shall have been vaccinated for rabies. A vaccination record providing the date of vaccination, lot number, and the manufacturer must be provided to the person adopting the dog at the time of adoption.

AA. Clean, potable water shall be available to all animals in conformance with the principles of good animal husbandry unless restricted by a licensed veterinarian. Proof of such veterinarian restrictions shall be presented to the animal services officer upon

request. Water receptacles, containers or dispensers shall be kept in a clean and sanitary state at all times.

BB. Food receptacles shall be accessible to all animals unless restricted by a licensed veterinarian and shall be located so as to minimize contamination by excreta. Proof of any licensed veterinarian restrictions shall be presented to the animal services officer upon request. Food contaminated by urine shall be discarded and replaced with fresh uncontaminated food. Disposable receptacles may be used but must be discarded after each feeding. Self-feeders may be used for the feeding of dry food, and they shall be kept clean and free of mold, deterioration and the caking of food.

CC. Any other applicable federal, state, or local law, regulation or ordinance.

13-04.130 Sale of animals.

No person shall solicit, peddle, conduct or consummate the sale, exchange, or give away of any living animal or animals, and no person shall convey as part of any commercial transaction any living animal or animals in the city except that such activities shall be permitted in a) pet shops and kennels that are duly licensed pursuant to the applicable provisions of this title, and b) at the residence of the conveyor of the animal. Nothing herein shall be construed to prohibit animal adoption activities at other sites, subject to and provided that all necessary permits and approvals for the location of such animal adoption activity have been obtained.

13-04.140 Prohibiting the Feeding of Wildlife.

No person shall feed or in any manner provide food for wild mammalian predator or vector animals including, but not limited to, coyotes, bobcats, mountain lions or rodents. In further amplification, this section also includes a prohibition on the feeding of animals, including, but not limited to, wild raccoons, foxes, skunks, opossums, rodents, rabbits or hares. This section does not apply to the feeding of animals under the care of a licensed veterinarian, or rehabilitator, or those kept 1) in the City of Mission Viejo Animal Services Center, 2) by a private, charitable, nonprofit humane society or animal rescue organization, or 3) by an individual who has been authorized by permit or license obtained from the animal services department to care for and feed such animals.

Chapter 13-08 CONTROL AND LICENSING OF DOGS, CATS, LIVESTOCK, AND OTHER DOMESTIC AND NONDOMESTIC ANIMALS – GENERALLY

Sections:

- 13-08.010 Restraint of dogs.
- 13-08.020 Dogs on public school property.
- 13-08.030 Female cats and dogs in season to be confined.
- 13-08.040 Public nuisance.
- 13-08.050 Public nuisance complaint administrative procedures.
- 13-08.060 Private property.

- 13-08.070 Dogs to be curbed.
- 13-08.080 Administrative hearing.
- 13-08.090 Public protection from dogs.
- 13-08.100 Abatement of public nuisances through legal action.

13-08.010 Restraint of dogs.

A. No person owning or having charge, care, custody, or control of any dog shall cause or permit, either willfully or through failure to exercise due care or control, the dog to be upon any private property unless such dog is contained or restrained thereon by a fence, wall, substantial chain, leash not exceeding six (6) feet in length, other appropriate physical restraint, or is under the charge of a person competent to exercise care, custody, and control over such dog.

B. No person owning or having charge, care, custody, or control of any dog shall cause or permit, either willfully or through failure to exercise due care or control, the dog to be upon any public property unless such dog be restrained by a substantial chain, or leash not exceeding six (6) feet in length, and is under the charge of a person competent to exercise care, custody, and control over such dog, unless the owner or operator of such public property grants written permission for such dog to be on such property without such chain or leash.

13-08.020 Dogs on public school property.

No person having the charge of any dog, except a disabled person with a guide or service dog, shall permit the dog, under any circumstances to be on or within the public school property. This section, however, does not prohibit the use of dogs on school property for teaching or other school uses, when approved by the school officials.

13-08.030 Female cats and dogs in season to be confined.

Every person owning or having charge of any female cat or dog shall strictly confine such animal during its breeding season (i.e., while it is in heat) in a building or other enclosure adequate to keep such cat or dog confined.

13-08.040 Public nuisance.

A. No person shall allow, upon any premises owned, occupied, or controlled by such person, any animal to cause a public nuisance. This includes, but is not limited to, the disruptive sound created by barking, howling, crying, neighing, braying or making other sounds that unreasonably disturb other persons in the comfortable enjoyment of their life or property. Such activity is hereby deemed a public nuisance.

B. A dog shall not be deemed a public nuisance if, at any time the dog is making noise, a person is trespassing or threatening to trespass upon the private property where the dog is situated, or when the dog is being teased or provoked or protecting person(s) or property.

13-08.050 Public nuisance complaint administrative procedures.

Upon receiving a complaint alleging a public nuisance as defined in Section 13-08.040, the animal services department shall adhere to the following procedures:

- A. Upon receipt by the animal services department of a first complaint, animal services staff will send a letter informing the responsible person about the complaint.
- B. For purposes of this chapter a “responsible person” is any of the following:
 - 1. A person who allows a violation of or alleged violation of Section 13-08.040 to exist, whether through willful action, failure to act, or failure to exercise proper control over an animal.
 - 2. A person whose agent, employee, or independent contractor allows a violation to exist, whether through willful action, failure to act, or failure to exercise proper control over an animal.
 - 3. A person who is the owner of, or a lessee or sublessee with the current right of possession of and/or control over the real property in or upon which an alleged violation occurs.
 - 4. A person includes a natural person or legal entity, including the owners, majority stockholders, corporate officers, trustees, or general partners of a legal entity.
 - 5. There may be more than one responsible person for a violation(s).
- C. Upon receipt by the animal services department of a second complaint regarding an animal for which a first notice has been sent, provided at least ten (10) days but no more than thirty (30) days have elapsed from the date of the first letter sent by animal services staff pursuant to Subsection (a) above, an animal services officer will be dispatched to issue a notice to comply and to advise the Responsible Person about possible solutions to rectify the public nuisance.
- D. Upon receipt by the animal services department of a third complaint between ten (10) and thirty (30) days after the date of a second complaint pursuant to Subsection (B) above, animal Services Staff will ask the complainant to obtain, complete and return to the department within ten (10) days of the request a formal witness statement form signed under penalty of perjury attesting to the public nuisance violation.
- E. Upon receipt of a formal witness statement form, if the Director finds the animal owner to be in violation of Section 13-08.040, the animal services department will issue an administrative citation pursuant to Title 1 of this code in an amount set forth in Subsection (G) of Section 13-08.080.

13-08.060 Private property.

No person owning or having care, custody, or control of any animal shall permit, either willfully or through failure to exercise proper control, such animal to trespass or be upon any private property of another person without the consent of such person.

13-08.070 Dogs to be curbed.

A. It is unlawful for the owner or person having charge, custody or control of any dog to permit such dog to defecate and to allow the feces to thereafter remain on any public sidewalk, public park or on any other public property or on any private property owned by someone other than the owner or person who has custody or control of the dog.

B. No person having the care, custody, charge or control of any dog shall permit or allow that dog on any public sidewalk, public park or on any other public property, or on any private property owned by someone other than the owner or person who has custody or control of the dog, unless that person has, in his or her possession, a spade, scoop device, plastic bag, or similar implement or container capable of removing any feces deposited by the dog. Notwithstanding any other provision of this subsection, no person will be in violation of this subsection while within fifty (50) feet of a dispenser of bags or similar implements or containers capable of removing any feces deposited by a dog, provided such dispenser is immediately accessible to the person.

C. The owner or person having charge, custody or control of any dog shall ensure that any feces collected or removed pursuant to this section is deposited or placed into an appropriate waste receptacle or container.

D. The provisions of this section shall not be applicable to:

1. Any dog enrolled and participating in obedience classes or in any show for which the city has issued a special event permit or facility permit; and
2. Any guide or service dog.

E. Any person violating the provisions of this section shall be guilty of an infraction.

13-08.080 Administrative hearing.

A. Any person who receives an administrative citation for a violation of this title may contest it by calling the animal services department within ten (10) days of the issuance date located on the citation and requesting an administrative hearing. The animal owner and/or custodian may contest the citation by denying that a violation occurred.

B. If the administrative citation fine is not paid prior to the assigned date and time of the administrative hearing, the animal owner and/or custodian must personally attend the administrative hearing on the date, time and place scheduled. Failure to personally appear at the administrative hearing shall constitute an abandonment of any defense the animal owner and/or custodian may have to the citation.

C. Hearings shall be conducted, informally, by the animal services department on the date assigned by the department. The animal owner and/or custodian and the complainant will be notified of the assigned hearing date, time and location by the department staff. The City of Mission Viejo will provide the parties the hearing procedures and protocols prior to the hearing.

D. The animal owner and/or custodian and the complainant shall each be given the opportunity to present testimony and evidence relevant to the citation. If the animal owner and/or custodian are a juvenile, under eighteen (18) years of age, they must be accompanied by an adult or legal guardian to the hearing or the administrative hearing will be deemed abandoned by the animal owner and/or custodian. Such abandonment shall also constitute a failure to exhaust administrative remedies concerning the violation set forth in the administrative citation.

E. The citation itself and accompanying complainant's formal witness statement signed under penalty of perjury attesting to the public nuisance violation provided to the animal services department shall be accepted by the animal services department as prima facie evidence of the violation and the facts stated in such documents.

F. Failure of the animal owner and/or custodian to appear at the hearing, unless the hearing was continued by the animal services department prior to the hearing date, shall constitute abandonment and will require the citation fine to be paid. Failure of the complainant to appear at the hearing, unless the hearing was continued by the animal services department, shall constitute abandonment of the complaint and shall be grounds for dismissal of the public nuisance violation and citation. The complainant's failure to appear shall be noted and mailed to the animal owner and/or custodian and the complainant.

G. Fines for violating the provisions of this title shall be as follows:

1. Fine for first animal nuisance citation issued (per citation) \$ 300.00.
2. Fine for second animal nuisance citation within the same 12-month period 350.00.
3. Fine for third animal nuisance citation within the same 12-month period 400.00.
4. Fine for fourth animal nuisance citation within the same 12-month period 450.00.
5. Fine for fifth animal nuisance citation within the same 12-month period 500.00.
6. Fine for sixth and subsequent animal nuisance citation issued within the same 12-month period \$550.00.

H. A late penalty in the same amount of the underlying fine amount due pursuant to Subsection (g) of this Section shall accrue and be charged for any fine not paid within fifteen (15) days of due date, such that the total amount due is double the unpaid fine amount.

13-08.090 Public protection from dogs.

A. Dog owners and custodians of dogs shall, at all times, take all reasonable precautions to prevent their dogs from biting, attacking or attempting to bite any person or from interfering with the lawful use of public or private property. It shall be unlawful for any person to fail to comply with this Subsection (A).

B. Any person owning or having custody or control of a vicious dog commits a violation of this chapter if, as a result of that person's failure to exercise ordinary care, the dog bites, attacks, wounds or otherwise injures or kills a human being and the owner and/or custodian knew or should have known of the vicious or dangerous nature of the dog.

C. Nothing in this section shall authorize the bringing of a criminal action pursuant to a violation of Subsection (A) or (B) of this section if the bite, attack, attempted bite, injury or threat was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner and/or custodian of the dog; or was committing or attempting to commit a crime upon the premises occupied by the owner and/or custodian of the dog; or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.

D. Any person violating the provisions of this section shall be guilty of a misdemeanor and shall be punishable by a fine of not more than \$1,000, or by imprisonment in the county jail for a period of not more than six (6) months or by both such fine and imprisonment.

13-08.100 Abatement of public nuisances through legal action.

Nothing in this chapter shall prevent the City Attorney from commencing a civil or criminal proceeding to abate a public nuisance as an alternative to the procedures set forth in this chapter.

Chapter 13-12 DOG LICENSING

Sections:

<u>13-12.010</u>	Required.
<u>13-12.020</u>	Wearing of tag required.
<u>13-12.030</u>	Renewal.
<u>13-12.040</u>	Dog license; transfer of ownership.
<u>13-12.050</u>	False or stolen documents illegal.
<u>13-12.060</u>	Display of certificates required upon demand.
<u>13-12.070</u>	Number of dogs permitted.

13-12.010 Required.

A. Every person owning or having custody of any dog four (4) months of age or older shall procure for the dog a city dog license from the animal services department. Such license shall be procured within fifteen (15) days after the date on which it becomes due. The following are exceptions to the requirement to license:

1. A dog brought into the city for show or other purposes and which leaves the city within 30 days; and
2. A dog maintained in an approved research institution or licensed kennel, provided such dog is owned by the owner or operator of such research institution or kennel.

Guard (sentry) dogs and dogs that are foster animals are not exempt from this section. Each such dog must be individually licensed and must wear its city license tag securely fastened to a collar or harness whether or not the dog is kenneled in the city.

B. No dog shall be licensed without proof of a current, approved rabies vaccination. No license term will expire later than the expiration date of the rabies vaccination. An owner may purchase a license for six (6) or twelve (12) months, depending upon the date and kind of vaccine used as per the City of Mission Viejo's policy, upon payment of the fee established by the City of Mission Viejo.

13-12.020 Wearing of tag required.

A. Each dog required to be licensed pursuant to this chapter shall, at all times, wear the current license tag assigned to that dog, except:

1. When the dog is physically confined within the premises of the owner or other person authorized to have custody;
2. When the dog is confined in a vehicle or cage;
3. When the dog is participating in any animal exhibition, field trial or competition; or
4. When the dog is confined in a licensed kennel or veterinary hospital, in which case the license tag number shall be recorded and placed nearby so that it is readily identifiable with the dog to which it belongs; or if not licensed, that fact shall be clearly indicated on the facility's records.

B. A license tag shall not be removed from any dog without the consent of the owner or other person authorized to have custody thereof.

13-12.030 Renewal.

Dog licenses not purchased or renewed within fifteen (15) days after expiration, or the date on which they become due pursuant to Section 13-12.010, shall be considered delinquent and a late fee as determined by the City of Mission Viejo shall be added to the cost of the new license. The Director may waive the above late fee if he or she determines the applicant made a reasonable effort to comply with the above deadline.

13-12.040 Dog license; transfer of ownership.

Upon the transfer of ownership of any licensed dog, the license may be transferred to the new owner provided that the Director is notified within fifteen (15) days, in writing, of such transfer of ownership, and the name and address of the new owner are provided.

13-12.050 False or stolen documents illegal.

No person shall make use of or have in his or her possession or under his or her control a stolen, counterfeit or forged dog license receipt, dog license tag, rabies vaccination certificate, anti-rabies-inoculation-deferment form, or other form issued in accordance with this title.

13-12.060 Display of certificates required upon demand.

Every person shall, upon demand by the Director, produce for inspection any current rabies vaccination certificate or dog license tag issued pursuant to this chapter.

13-12.070 Number of dogs permitted.

Every person owning or having custody of five (5) or more dogs, over the age of four (4) months, for the purpose as described in Section 13-44.010, must obtain an additional animal license as required under Section 13-40.100.

Chapter 13-16 CAT LICENSING

Sections:

- 13-16.010 Generally.
- 13-16.020 Number of cats permitted.

13-16.010 Generally.

The owner of any cat may, upon submission of proof of rabies vaccination, certified to by a licensed veterinarian, and upon payment of the fee established by the City of Mission Viejo, be issued a license certificate and tag. No person shall remove a registration tag from a cat without the consent of the owner. Licensing shall be valid for the period of the rabies vaccination. The obtaining of such a license shall be optional on the part of the owner, except as provided in Section 13-16.020.

13-16.020 Number of cats permitted.

Every person owning or having custody of five (5) or more cats, over the age of four (4) months, for the purpose as described in Section 13-44.010, must obtain an additional animal license as required under Section 13-40.100.

Chapter 13-20 RABIES CONTROL

Sections:

<u>13-20.010</u>	Dog vaccination required.
<u>13-20.020</u>	Quarantine.
<u>13-20.030</u>	Duty to report.
<u>13-20.040</u>	Proof of vaccination.
<u>13-20.050</u>	Duty of person performing vaccination.

13-20.010 Dog vaccination required.

Every person owning or harboring a dog four (4) months of age or older, for fifteen (15) days or more, shall, if not currently vaccinated, have such dog vaccinated against rabies by a licensed veterinarian with a vaccine approved by the State Department of Health. Upon approval of the Director, dogs that are ill may be given temporary deferment from the rabies vaccination requirements of this section if given an antirabies deferment from a licensed veterinarian; old age of the dog, however, shall not be a basis for such deferment. Such a deferred dog shall be vaccinated within ten (10) days of the conclusion of the deferment period.

13-20.020 Quarantine.

A. The State Director of Health has declared the city a rabies area. The Director is authorized under state law to quarantine suspected rabid animals. The Director or his or her authorized deputies or agents are hereby empowered to enter upon any private property, including the home or residence where the animal is kept or has strayed, to inspect and, if necessary, to seize and impound any animal suspected of being rabid for a period of fourteen (14) days (ten (10) days for dogs and cats). The impounding officer shall make reasonable effort to immediately notify the owner and/or custodian of the animal before it has been impounded and the address of the facility to which it will be taken. If the owner and/or custodian is not present at the time of impounding, the above notice shall be posted on the property of such owner and/or custodian, if known. In lieu of impounding the animal, the Director may, by serving a written notice upon the owner and/or custodian, require the owner and/or custodian to quarantine the animal for such period.

B. No person shall disobey any quarantine order issued by the Director or remove from its place of confinement any animal under quarantine without the written permission of the Director.

13-20.030 Duty to report.

Any person having knowledge of the location of an animal suspected of having rabies, or of any person having been bitten or scratched by any warm-blooded mammal, or of any signs of disease or unusual behavior in any animal under quarantine, shall immediately report such facts to the Director.

13-20.040 Proof of vaccination.

No person who owns or harbors any dog shall fail or refuse to produce for inspection his or her copy of the rabies vaccination form, anti-rabies inoculation deferment form, or health certificate upon demand by any person charged with the enforcement of this title.

13-20.050 Duty of person performing vaccination.

Each duly licensed veterinarian shall complete and sign a rabies certificate in triplicate after vaccinating any dog. The veterinarian shall keep one copy and shall give one copy to the owner of the vaccinated dog, which the owner shall retain in his or her possession. The veterinarian shall file the other copy with the Director within the calendar month in which the vaccination occurred.

Chapter 13-24 DANGEROUS AND VICIOUS ANIMALS

Sections:

- 13-24.010 Wild, exotic, dangerous and nondomestic animals.
13-24.020 Declaration and possession of a potentially dangerous or vicious dog.

13-24.010 Wild, exotic, dangerous and nondomestic animals.

A. No person shall have, keep, or maintain any wild, exotic, dangerous or nondomestic animal without first applying to and receiving a license from the Director. The Director shall by regulation determine those animals to be covered by this section. The keeping or maintenance of such animals shall also conform to Title 9 of this code.

B. The Director shall issue a license to any person for the keeping or maintaining of any wild, exotic, dangerous or nondomestic animal upon receipt of the fee established by the City of Mission Viejo and when, in the Director's opinion, such animal may be kept or maintained without endangering its safety and comfort and the safety and comfort of any person or property; provided, however, that the Director may require any such animal to be properly caged or tethered and may make such additional rules and regulations that may be necessary and proper under the circumstances. The Director may revoke any such license for the violation of any of the provisions of this title or of any of the rules and regulations adopted pursuant thereto, or when it is reasonably determined by the Director that the safety or comfort of such animal or any person or property is endangered by the keeping of any such animal. The provisions of Section 4-04.180 of this code shall govern appeals from the denial or revocation of a license under this section.

C. The owner and/or custodian of such animal shall give written notice to the Director prior to the transfer, trade or barter of the animal or its progeny.

13-24.020 Declaration and possession of vicious dog or potentially dangerous dog.

A. Generally.

1. If the Director has cause to believe that a dog is a vicious dog or potentially dangerous dog within the meaning of Section 13-04.020, the Director may tentatively find and declare such dog a vicious dog or potentially dangerous dog.
2. Upon tentatively finding and declaring that a dog is a vicious dog or potentially dangerous dog, the Director shall notify the owner and/or custodian in writing of the Director's tentative finding and declaration.
3. The notice shall inform the owner and/or custodian of such dog that he or she may request a hearing in writing before the Director within five (5) working days of receipt of such notice to contest the tentative finding and declaration. Any such hearing shall be requested and conducted as provided in Subsection (D) of this section.
4. Failure of the owner and/or custodian to request a hearing pursuant to Subsection (A) (3) of this section shall result in the declaration becoming final.
5. The possession or maintenance of a vicious dog or potentially dangerous dog, or the allowing of any such dog to be in contravention of this title, is hereby declared to be a public nuisance. The Director is hereby authorized and empowered to impound and/or abate any vicious dog or potentially dangerous dog independently of any criminal prosecution or the results thereof by any means reasonably necessary to ensure the health, safety and welfare of the public, including, but not limited to, the destruction of the dog or by the imposition upon the owner and/or custodian of specific reasonable restrictions and conditions for the maintenance of the dog. The restrictions and conditions may include but are not limited to:
 - a. Obtaining and maintaining liability insurance in the amount of \$1,000,000.00 against bodily injury or death or damage to property and furnishing a certificate or proof of insurance by which the Director shall be notified at least ten days prior to cancellation or nonrenewal or, at the owner's or custodian's option, the filing with the Director of proof of a bond in the amount of \$1,000,000.00, to be able to respond in damages.
 - b. Requirements as to size, construction and design of the dog's enclosure.
 - c. Location of the dog's residence.
 - d. Requirements as to type and method of restraints and/or muzzling of the dog.

- e. Photo identification or permanent marking of the dog for purposes of identification.
- f. Requirements as to the posting of a warning notice or notices conspicuous to the public warning persons of the presence of a vicious dog.
- g. Payment of a fee or fees as established by the City of Mission Viejo to recover the costs of enforcing the provisions of this chapter as applied to the regulation of vicious dogs.

B. Notification of right to hearing.

At least five (5) working days prior to impoundment and/or abatement, of a vicious dog or potentially dangerous dog, the Director shall provide written notification to the owner and/or custodian of his or her right to request a hearing in writing to determine whether grounds exist for such impoundment and/or abatement. If a hearing is requested, the impoundment and/or abatement hearing may be held in conjunction with the hearing provided for in Subsection (A) of this section. If the owner and/or custodian requests a hearing prior to impoundment and/or abatement, no impoundment and/or abatement shall take place pending a decision by the Director following a hearing, except as provided in Subsection (C) of this section. Pending such impoundment and/or abatement hearing and the decision by the Director, the Director may order the owner and/or custodian to keep the dog within a substantial enclosure or securely attached to a chain or other type of control which the Director may deem necessary under the circumstances. The Director may also order the owner and/or custodian to post and keep posted upon the premises where such dog is kept under restraint, a warning notice pending such impoundment and/or abatement hearing and the decision by the Director. The form, content, and display of such notice shall be specified by the Director. Any hearing under this subsection shall be conducted in accordance with Subsection (D) of this section.

C. Immediate impoundment.

When in the opinion of the Director immediate impoundment is necessary for the preservation of animal or public health, safety or welfare, or if the dog has been impounded under other provisions of this code or pursuant to state law, the pre-impoundment hearing shall not be required; however, the owner and/or custodian shall be given written notice allowing five (5) working days from receipt of such notice to request in writing an abatement hearing. If requested, a hearing shall be held within five (5) working days of receipt of the request by the Director and the dog shall not be disposed of prior to the decision of the Director following such hearing. A hearing under this Subsection (C) shall be conducted in accordance with Subsection (D) of this section except as otherwise indicated. If, after five (5) working days following receipt of such notice, no written request for a hearing is received from the owner and/or custodian, the dog in question shall be disposed of under applicable provisions of law.

D. Request for and conduct of hearings.

1. Except as otherwise provided in Subsection (D) of this section, the Director shall conduct a hearing within fifteen (15) days following receipt of a written request from the owner and/or custodian requesting a hearing under this section, and notice of the time, date and place thereof shall be mailed to the person requesting the hearing at the address given in the hearing request, at least ten (10) days prior to the hearing. The Director may appoint a hearing officer to take evidence, summarize the evidence presented and report his findings and recommendations based on such evidence to the Director, or the Director may personally conduct the hearing.
2. At the hearing each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, impeach any witness, and to rebut the evidence against him. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to relying in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant or unduly repetitious evidence shall be excluded.
3. Within fifteen (15) days following the conclusion of the hearing, the Director shall determine, on all the evidence presented to the Director, or on the summary of evidence and findings of fact and recommendations of the person holding the hearing, whether any designation, impoundment and/or abatement under this section should be rescinded or amended. Within five (5) working days following such decision, the Director shall notify in writing the person requesting the hearing of his determination as to any issue as to which the hearing was requested.

E. Change of circumstances.

In the event of changed circumstances, the Director may amend or rescind any abatement and/or impoundment imposed pursuant to Subsection (A) (5) of this section. Any such revision to the abatement and/or impoundment due to changed circumstances shall be subject to the same notice, hearing and other procedural requirements as required for imposing an initial abatement and/or impoundment set forth in Subsections (B), (C) and (D) of this section.

F. Change of ownership, custody and/or residence.

Owners of a vicious dog or potentially dangerous dog who sell or otherwise transfer the ownership, custody or residence of the dog shall at least ten (10) days prior to the sale or

transfer, inform the Director in writing of the name, address and telephone number of the new owner, custodian and/or residence and the name and description of the dog. The owner shall, in addition, notify the new owner or custodian in writing of the details of the dog's record, terms and conditions of maintenance and provide the Director with a copy thereof containing an acknowledgment by the new owner or custodian of his receipt of the original. The Director shall notify the new owner and/or custodian in writing of any different or additional restrictions or conditions imposed pursuant to Subsection (A)(5) of this section as a result of the change of ownership, custody or residence. The imposition of any such different or additional restrictions or conditions shall be subject to the same notice, hearing and other procedural requirements as required for imposing an initial abatement and/or impoundment set forth in Subsections (B), (C) and (D) of this section.

G. Possession unlawful.

It is unlawful to have custody of, own or possess a vicious dog or potentially dangerous dog unless the dog is restrained, confined or muzzled so that it cannot bite, attack or cause injury to any person or property.

H. Declared vicious dog or potentially dangerous dog.

It shall be unlawful for the owner and/or custodian of a dog declared vicious or potentially dangerous dog pursuant to Subsection (A) of this section to fail to comply with any requirements or conditions imposed pursuant to Subsection (A)(5) of this section. If a vicious dog or potentially dangerous dog escapes, the owner and/or custodian shall immediately notify the Director and make every reasonable effort to recapture it, including assisting the Director, animal services officers, and city in all recapture efforts.

Chapter 13-28 ANIMAL IMPOUNDMENT

Sections:

<u>13-28.010</u>	Impoundment by Director.
<u>13-28.020</u>	Retention without owner's consent.
<u>13-28.030</u>	Removal of animals from animal shelter prohibited.
<u>13-28.040</u>	Redemption of animals from animal shelter.
<u>13-28.050</u>	Sale of unredeemed animals.
<u>13-28.060</u>	Disposition by euthanasia.
<u>13-28.070</u>	Animal shelter.
<u>13-28.080</u>	Sale, give away, acceptance and/or barter of animals on animal shelter property.

13-28.010 Impoundment by Director.

A. The Director and his or her duly authorized deputies and agents may take into custody:

1. Any animal kept or maintained contrary to the provisions of this Code, any regulation adopted thereunder, or any state statute.
2. Animals running at large contrary to the provisions of this title or any state statute.
3. Sick, injured, stray, unwanted animals, for which the owner and/or custodian cannot be found or is unable or unwilling to provide proper care.
4. Animals quarantined for which no other place of quarantine is acceptable to the Director.
5. Animals delivered or requested to be impounded by a peace officer, or public officer or employee as defined in Penal Code § 836.5.
6. Any wild animal found to be at large upon any public property, or upon request of the owner or tenant, found to be at large on private property.
7. Any other animal authorized to be impounded under this title.

B. The Director may place animals which are taken into custody in the City of Mission Viejo Animal Services Center or other facility designated by the Director, except that animals impounded pursuant to Subsection (A)(6) above may be summarily destroyed.

13-28.020 Retention without owner's consent.

No person shall, without the consent of the owner, hold or retain possession of any animal for more than twenty-four (24) hours without first reporting the possession of such animal to the Director, giving their name and address and a true description of the animal, and then surrendering such animal to the Director upon demand.

13-28.030 Removal of animals from animal shelter prohibited.

No person shall remove any animal from the custody of the Director or from the City of Mission Viejo Animal Services Center without permission from the Director to do so.

13-28.040 Redemption of animals from animal shelter.

A. Except as otherwise provided by state law or this title, when any animal, other than an animal abandoned by its owner, is impounded pursuant to this chapter, the Director shall, within twelve (12) working hours after impounding such animal, notify the owner, if known, of the location of such animal. The notification shall be by mail with postage fully prepaid thereon, together with any other reasonable means.

B. Any impounded animal may be redeemed by the owner upon payment of the fees established by the City of Mission Viejo. The owner must also demonstrate to the satisfaction of the Director that they are the owner of the animal and that they can keep such animal in conformance with the requirements of this title.

C. If a licensed animal is not redeemed within ten (10) days of impoundment, excluding City of Mission Viejo holidays and the day of impoundment, it shall be deemed abandoned and the Director may sell, release, or destroy such animal pursuant to the regulations established in this in this chapter. If an unlicensed animal is not redeemed within five (5) days of impoundment, excluding City of Mission Viejo holidays and the day of impoundment, it shall be deemed abandoned and the Director may sell, release, or destroy such animal pursuant to the guidelines established in this in this chapter.

13-28.050 Sale of unredeemed animals.

A. Except as otherwise provided by state law or by this title any unredeemed animal shall be deemed to have escheated to the City of Mission Viejo and thereafter may be sold by the Director upon payment of the fees established by the City of Mission Viejo.

B. An unredeemed dog or cat which has not been spayed or neutered shall not be sold or given away unless the deposit specified in Section 13-28.070 has been received.

13-28.060 Disposition by euthanasia.

Any impounded animal which has not been redeemed or adopted may be disposed of by euthanasia.

13-28.070 Animal shelter.

No humane shelter or shelter operated by a society for the prevention of cruelty to animals shall adopt or give away any dog or cat that has not been spayed or neutered unless a spay/neuter deposit is made at the time of adoption or give away. The deposit will be refunded to the person adopting or receiving the dog or cat when a notice is received by the shelter from a licensed veterinarian that the spay or neuter has been completed

13-28.080 Sale, give away, acceptance and/or barter of animals on animal shelter property.

No person shall sell, barter or give away, nor shall any person buy, accept or take possession of any animal on premises upon which a municipally owned or operated animal shelter is located, including adjacent parking areas, without the written permission of the Director. The Director may define the premises covered by this section and cause those areas to be posted so as to advise persons of the provisions of this section.

Chapter 13-32 ANIMALS RUNNING AT LARGE

Sections:

<u>13-32.010</u>	"Animal" defined.
<u>13-32.020</u>	Staking or grazing.
<u>13-32.030</u>	Impounding livestock.
<u>13-32.040</u>	Sale of unclaimed animals.
<u>13-32.050</u>	Animals valued at less than \$20.00.

13-32.010 "Animal" defined.

"Animal", as used in this chapter only, shall not include a cat or dog, but shall include livestock.

13-32.020 Staking or grazing.

No person owning or having charge, care, custody or control of any animal shall cause or permit, either willfully or through failure to exercise due care or control, any such animal to be placed, staked or to graze or be upon the land of another without the written consent of the owner or other authorized person, or upon public lands or highways or to allow any such animal to run at large.

13-32.030 Impounding livestock.

The Director may seize and impound any animal found on any premises in violation of Section 13-32.020 and he shall have a lien upon such animal sufficient to secure payment of all expenses incurred by reason of the Director's seizing, keeping and caring for such animal.

13-32.040 Sale of unclaimed animals.

If no person appears and claims the animal impounded under this chapter within five (5) days, or if a person does appear to claim the animal impounded within such time but fails to pay the Director the expenses as provided in Section 13-32.030 hereof, the Director shall proceed to sell or cause to be sold such animal, except a bovine, at public sale in accordance with the general procedure provided in the law concerning the sale or execution of personal property.

13-32.050 Animals valued at less than \$20.00.

If the animal impounded under this chapter is of a value less than \$20.00 and has not been claimed, the Director may, after the expiration of three (3) days from the date of seizure, sell such animal, except a bovine, at private sale without notice. In the alternative, the Director may dispose of the animal, except a bovine, in any humane manner.

Chapter 13-36 KEEPING OF LIVESTOCK

Sections:

13-36.010 Livestock fences.**13-36.010 Livestock fences.**

Every owner, keeper, custodian or harbinger of livestock shall erect and/or maintain a fence as herein described to contain and confine, and also consistent with zoning requirements, all livestock kept or maintained on his or her premises. Such fence shall be sufficiently good, strong and substantial as to prevent the ingress and egress of livestock. No wire fence may be considered a good and substantial fence within the meaning of this section unless it has three (3) tightly stretched barbed wires securely fastened to posts of reasonable strength, firmly set into the ground not more than one rod apart, one of which wires shall be at least four (4) feet above the surface of the ground. Any kind of wire or another fence of height, strength, and capacity equal to or greater than the wire fence herein described is a good and substantial fence within the meaning of this section. Cattle guards of such width, depth, rail spacing and construction as will effectively turn livestock are also a good and substantial fence.

Chapter 13-40 GENERAL LICENSING PROCEDURES

Sections:

<u>13-40.010</u>	Applications for licenses.
<u>13-40.020</u>	License fees.
<u>13-40.030</u>	Duration of license.
<u>13-40.040</u>	Reasons for denial.
<u>13-40.050</u>	Form of license.
<u>13-40.060</u>	Display of license.
<u>13-40.070</u>	Revocation of license.
<u>13-40.080</u>	Licenses not transferable.
<u>13-40.090</u>	Appeals.
<u>13-40.100</u>	Licenses required.

13-40.010 Applications for licenses.

The Director shall develop and manage an animal facility licensing process and receive all applications for animal licenses. The Director thereafter shall provide such application forms as are necessary for the convenience of the city, public and the economic and efficient administration of this title.

13-40.020 License fees.

The City of Mission Viejo shall establish the amount of fees to be charged for the application and/or issuance of an animal facility license. Such fees shall be payable in full and shall not be refundable.

13-40.030 Duration of license.

Each animal facility license shall be in effect for one (1) year from the date on which it was issued unless otherwise provided by the City of Mission Viejo.

13-40.040 Reasons for denial.

The Director shall deny the application for an animal facility license if it is found that:

1. The applicant does not fulfill the specific requirements for such license as set forth in this title.
2. The applicant has made any false, misleading, or otherwise deceptive statement in the application.
3. The applicant is not a fit person to carry on the licensed animal facility business, as determined by specific and definite evidence in the record.
4. The issuance of an animal facility license to the applicant, or at the location desired, would be detrimental to the public health, safety, or general welfare.

13-40.050 Form of license.

The animal facility license and each duplicate thereof shall contain the date of issuance, the date of expiration, the location(s) of the licensed activity, the signature of the Director, and such other matters as are specified in this title and as the Director deems appropriate.

13-40.060 Display of license.

Each animal facility licensee shall display his or her license or duplicate license in a prominent location in each licensed establishment; or if there is none in the city, shall carry his or her license on the licensee's person at all times when conducting the licensed animal facility or animal-related business; or, if a vehicle is licensed, in such vehicle; and each licensee shall display his or her license to any peace officer so requesting to see it.

13-40.070 Revocation of license.

When the Director has issued an animal facility license under the terms of this chapter, the same may be revoked at any time thereafter by the Director if the Director becomes satisfied that the conduct of the licensee's animal facility does not or will not comport with the public welfare for any reason or that the same has been conducted in an illegal, improper or disorderly manner, or in a manner substantially different than that described in the licensee's application, or for any other reason for which the application could have been denied.

13-40.080 Licenses not transferable.

No animal facility license issued under the terms of this chapter shall be transferable or used in conjunction with any activity other than the licensed animal establishment business, and no such license shall be displayed by any person other than the licensee or his or her employee, nor at any location other than that indicated in the license or application.

13-40.090 Appeals.

The provisions of Section 4-04.180 of this code shall govern appeals from the denial or revocation of an animal facility license under this chapter.

13-40.100 Licenses required.

It shall be unlawful for any person(s) to maintain additional or unusual animals, as specified in Chapter 13-44, or to engage in, conduct, manage or carry on any of the following animal events, facilities, businesses, practices, professions, or occupations within the city without first having obtained a license therefor in accordance with this chapter:

1. Animal exhibition;
2. Animal rental establishment;
3. Additional animal, per Sections 13-12.070 and 13-16.020;
4. Commercial stable;
5. Grooming facility;
6. Kennel;
7. Pet shop;
8. Animal event.

Chapter 13-44
ADDITIONAL OR UNUSUAL ANIMAL LICENSE

Sections:

<u>13-44-010</u>	Purpose.
<u>13-44-020</u>	Application—filing.
<u>13-44-030</u>	Issuance of license.
<u>13-44-040</u>	Conditions.
<u>13-44-050</u>	Limitations on and duration of license.

13-44.010 Purpose.

The additional or unusual animal license is established to permit the keeping or maintaining as a pet or for the personal utilization by members of the family residing on the premises the following:

- A. Wild or domestic animals not specifically classified which will not jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare, subject to any land use limitations, restrictions, or requirements imposed by Title 9 of this code; and

B. Domestic or wild animals exceeding the number of animals specified in Sections 13-12.070 and 13-16.020, and except as may otherwise be restricted by Title 9 of this code, which will not be materially detrimental to the use, enjoyment or valuation of the property of other persons located in the vicinity of such site.

13-44.020 Application—filing.

Any person desiring an additional or unusual animal license may file an application, together with any fees established by the City of Mission Viejo, with the Director, except that no application shall be filed or accepted if final action has been taken within one year prior thereto by the Director on an application requesting the same, or substantially the same license.

13-44.030 Issuance of license.

The Director shall grant an additional or unusual animal license when the following criteria are met:

- A. That the requested animal or animals at the location proposed will not jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare;
- B. That the proposed site is adequate in size and shape to accommodate the animal or animals requested without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site; and
- C. That the owner and/or custodian has complied with, and the maintenance of animals at the location proposed will comply with, any other applicable laws, including without limitation Title 9 of this code.

The Director shall deny the application where the information submitted by the applicant fails to substantiate these criteria to the reasonable satisfaction of the Director.

13-44.040 Conditions.

The Director, in approving an application for an additional or unusual animal license, may impose such reasonable conditions as are deemed necessary to ensure that such animals will be kept or maintained in accordance with the findings required by Section 13-44.030 or the requirements of Section 13-04.120.

13-44.050 Limitations on and duration of license.

- A. Each individual additional or unusual animal must be licensed under this chapter. An additional or unusual animal license shall specify the number and types of animals authorized to be kept on the parcel and shall contain any conditions deemed necessary by the Director.
- B. The additional or unusual animal license is non-transferable and must be renewed annually.

C. Failure to comply with the requirements set forth in this title, regulations promulgated by the City Council of the City of Laguna Hills, or conditions imposed by the Director shall constitute cause for denial or revocation of the license.

Chapter 13-48 LICENSING OF ANIMAL FACILITIES

Sections:

<u>13-48.010</u>	Regulations.
<u>13-48.020</u>	Dog kennel.
<u>13-48.030</u>	Cat kennel.
<u>13-48.040</u>	Pet shop.
<u>13-48.050</u>	Veterinary hospitals and clinics.

13-48.010 Regulations.

All animal facilities must comply with the requirements of Section 13-04.120. In addition, the City of Mission Viejo may adopt regulations governing the construction and maintenance of animal facilities licensed under this title, including animal exhibitions, animal rental establishments, kennels, grooming facilities and pet shops. Failure to comply with such regulations shall constitute cause for denial or revocation of such license.

13-48.020 Dog kennel.

In addition to complying with Section 13-04.120, holders of a dog kennel license must comply with the following additional requirements:

- A. Dog kennel runs may be of concrete, provided with adequate draining for proper sanitation, or, if sand or pea gravel is used, droppings must be picked up and disposed of and the runs treated periodically with an effective disinfectant.
- B. All dogs under the custody or control of a dog kennel must be vaccinated for rabies in accordance with the provisions of Section 13-20.010. Upon the sale of any dog for which a kennel has obtained a vaccination pursuant to this section, the owner of such kennel or pet shop shall provide the purchaser of such dog with the certificate of vaccination.
- C. An individual license shall be obtained for each dog, in addition to a kennel license, when such dog is not kept exclusively in a kennel run or cage. No individual license shall be required for any dog in transit, or when attending a dog show in the care of a kennel representative.
- D. The holder of a dog kennel license shall keep available for inspection, on the premises, a record that shall show:

1. The name, current address and telephone number of the owner of each animal kept at the kennel;
2. The date such animal entered the kennel;
3. The reason for such animal being at the kennel, such as for boarding, sale, breeding or grooming;
4. The description of the animal, including its age, breed, sex and color; and
5. Vaccination for the prevention of distemper and parvo, date of vaccination, lot number, and manufacturer.

As a part of such record, a current, valid rabies certificate shall be maintained for every dog over four (4) months of age so long as such dog is kept at the kennel.

13-48.030 Cat kennel.

In addition to complying with Section 13-04.120, holders of a cat kennel license must comply with the following additional requirements:

- A. The cat kennel operator shall keep all cats therein under proper confinement on the premises and shall not cause, permit or allow such cats to be or to run at large.
- B. An individual license shall be obtained for each cat, in addition to a kennel license when such cat is not kept exclusively in a kennel run or cage. No individual license shall be required for any cat in transit, or when attending a cat show in the care of a kennel representative.
- C. Each cat must have been vaccinated with an FVRCP vaccine to prevent feline distemper/panleukopenia.

13-48.040 Pet shop.

In addition to complying with the requirements of Section 13-04.120, the holder of a pet shop license shall obtain a rabies vaccination for each dog within its custody or control in accordance with the provisions of Section 13-20.010. Upon the sale of any dog for which a kennel or pet shop has obtained a vaccination pursuant to this section, the owner of such kennel or pet shop shall provide the purchaser of such dog with the certificate of vaccination.

13-48.050 Veterinary hospitals and clinics.

Veterinary hospitals and veterinary clinics shall be exempt from the provisions of this title with regard to those activities conducted pursuant to any license or permit issued by the state.

Chapter 13-52 ANIMAL EXHIBITIONS

Sections:

<u>13-52.010</u>	Scope.
<u>13-52.020</u>	Food service.
<u>13-52.030</u>	Toilet facilities.
<u>13-52.040</u>	Animal safekeeping.
<u>13-52.050</u>	Water supply.
<u>13-52.060</u>	Fly control.
<u>13-52.070</u>	Final cleanup.
<u>13-52.080</u>	Safety.

13-52.010 Scope.

All animal exhibitions and animal events shall comply with Section 13-04.120 and the requirements of this chapter.

13-52.020 Food service.

All food handling and food preparation at an animal exhibition shall meet the requirements of the California Restaurant Act, Health and Safety Code § 28520 et seq., and applicable county health ordinances and regulations.

13-52.030 Toilet facilities.

Toilets at any animal exhibition shall be either water-flush or the chemical-type. The chemical-type toilets shall be serviced by a licensed vacuum truck. An adequate number of toilets for each sex shall be provided according to the following table:

	No. persons in attendance	
No. toilets required	Male	Female
1	1—100	1—100
2	101—200	101—200
3	201—400	201—400
	Over 400, add 1 toilet for each additional 500 males and 1 for each additional 300 females.	

13-52.040 Animal safekeeping.

All livestock, such as ponies, dogs, monkeys or other animals, are to be kept tied or in cages, so as not to endanger human life or destroy growing crops or other property adjoining the exhibition or event.

13-52.050 Water supply.

All water supplied for domestic use at an animal exhibition or animal event shall be from an approved source of potable water.

13-52.060 Fly control.

Fly breeding shall be controlled by removing all organic waste daily from the premises of an animal exhibition or animal event. This includes cleaning of the vehicles, upon arrival,

that transport the animals. Insecticides, both residual and quick knockdown sprays, shall be available and used as directed by the health officer.

13-52.070 Final cleanup.

All manure, garbage, trash or other types of refuse shall be removed from the premises immediately after the last showing of any event at an animal exhibition or animal event.

13-52.080 Safety.

All electrical wiring, machinery, lighting and other electrical devices, tents, grandstands, amusement rides, compressed gas containers, inflammable liquids and any and all other structural, mechanical, electrical and chemical materials, devices, structures or installations at an animal exhibition shall conform in all respects to the building and safety standards of the city's building and fire codes.

SECTION 2. The City Council of the City of Laguna Hills declares this Ordinance to be an urgency measure necessary for the immediate preservation of public peace, health or safety. The facts constituting the urgency are these: historically, Orange County Animal Care Services has provided animal control and shelter services under contract to the City. On April 12, 2016, the City Council approved an Agreement for Animal Control and Shelter Services with the City of Mission Viejo ("Agreement"), whereby the City of Mission Viejo will provide these services to the City of Laguna Hills beginning January 1, 2017. Pursuant to the Agreement, the City of Laguna Hills is required to amend its existing animal control ordinance (LHMC Title 13) to comport with the City of Mission Viejo's animal control ordinance. In order to ensure a smooth transfer of responsibility from Orange County Animal Care Services to the City of Mission Viejo and a continuity of these vital services, it is necessary for the preservation of public peace, health, and safety that this Ordinance takes effect immediately.

SECTION 3. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. The City Council finds that the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law;

or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

///

///

///

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

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly adopted and passed as an urgency measure by a four-fifths vote at a Regular Meeting of the City Council held on the _____ day of _____ 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

Attachment: LH_Chp. 13-04_Animal Control_Urgency Ordinance (1133 : Animal Ordinance Update)

MELISSA AU-YEUNG, CITY CLERK

Attachment: LH_Chp. 13-04_Animal Control_Urgency Ordinance (1133 : Animal Ordinance Update)

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

AFFIDAVIT OF POSTING
AND PUBLICATION

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

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

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

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF LAGUNA HILLS, CALIFORNIA AMENDING
AND RESTATING TITLE 13 OF THE LAGUNA HILLS
MUNICIPAL CODE RELATING TO ANIMAL CONTROL,
WELFARE AND LICENSE REQUIREMENTS

on the _____ day of _____ 20__, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 20__, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: LH_Chp. 13-04_Animal Control_Urgency Ordinance (1133 : Animal Ordinance Update)

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, AMENDING AND RESTATING TITLE 13 OF
THE LAGUNA HILLS MUNICIPAL CODE RELATING TO
ANIMAL CONTROL, WELFARE AND LICENSE
REQUIREMENTS

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

SECTION 1. Title 13 (Animals) of the Laguna Hills Municipal Code is hereby
amended and restated in its entirety to read as follows:

Title 13
ANIMALS

Chapters:

<u>13-04</u>	General Provisions
<u>13-08</u>	Control and Licensing of Dogs, Cats, Livestock, and other Domestic and Nondomestic Animals – Generally
<u>13-12</u>	Dog Licensing
<u>13-16</u>	Cat Licensing
<u>13-20</u>	Rabies Control
<u>13-24</u>	Dangerous and Vicious Animals
<u>13-28</u>	Animal Impoundment
<u>13-32</u>	Animals Running at Large
<u>13-36</u>	Keeping of Livestock
<u>13-40</u>	General Licensing Procedures
<u>13-44</u>	Additional or Unusual Animal License
<u>13-48</u>	Licensing of Animal Facilities
<u>13-52</u>	Animal Exhibitions

Chapter 13-04
GENERAL PROVISIONS

Sections:

<u>13-04.010</u>	Application of Title.
<u>13-04.020</u>	Definitions.
<u>13-04.030</u>	Responsibility for administration.
<u>13-04.040</u>	Rules and regulations.
<u>13-04.050</u>	Enforcement.
<u>13-04.060</u>	Interference.
<u>13-04.070</u>	Firearms authorized.
<u>13-04.080</u>	Disposal of dead animals.

<u>13-04-090</u>	Violations; infraction; misdemeanor.
<u>13-04.100</u>	Inspections.
<u>13-04.110</u>	Complaints.
<u>13-04.120</u>	Animal care requirements.
<u>13-04.130</u>	Sale of animals.
<u>13-04.140</u>	Prohibiting the feeding of wildlife.

13-04.010 Application of Title.

Except as may otherwise be provided in Title 9 (Zoning and Subdivisions) of this code, the provisions of this Title 13 shall apply and control.

13-04.020 Definitions.

The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Animal" means any animal including, but not limited to, dogs, cats, birds, fishes, reptiles and nonhuman mammals.

"Animal event" means any commercial property or facility where one or more animals are kept or maintained.

"Animal exhibition" means any property where one or more animals are exposed to public view for entertainment, instruction or advertisement for which public admission is charged. Activities conducted primarily for instruction or entertainment of the participants, for which no public admission is charged, are excluded. Animal exhibitions include, but are not limited to, carnivals, tent shows or shows in the open air, or in a hall or building not specifically constructed for theatrical purposes, wherein the carnivals, circuses, dog or pony shows, dramatic, musical or theatrical performances are given to audiences, where at the total attendance does not exceed 2,500 persons.

"Animal facility" means any commercial property or facility where animals are kept or maintained for any purpose.

"Animal rental establishment" means a place or facility where animals, other than dogs, cats or equines, are kept or maintained for hire.

"Approved rabies vaccine" means a vaccine which is approved for use in the animal concerned by the State Department of Health.

"Approved research institution" means a college, hospital, university or research laboratory conducting animal research, where the Director has first found and certified in writing that said research is conducted under humane conditions.

"Animal services department" means the animal services department for the City of Mission Viejo, authorized and delegated to perform the services and functions described in this title pursuant to contract.

"Cat" means traditionally domesticated members of the species *Felis Catus*; it excludes non-traditionally domesticated other members of the family *Felidae*.

"City" means the City of Laguna Hills by and through its elected and appointed officers and officials, employees, agents, and consultants.

"Commercial" means operated or carried on primarily for financial gain or by any non-governmental firm, person or business/entity.

"Commercial stable" means any property where equines are sheltered or fed on a commercial basis.

"Dangerous animals" means any animal which presents a threat to the safety, well-being or condition of persons or property, as determined by the Director.

"Director" means the City of Mission Viejo Animal Services Manager or designee.

"Dog" means traditionally domesticated members of the species *Canis familiaris*; it excludes other non-traditionally domesticated members of the family *Canidae*.

"Foster animal" means any animal that is temporarily being cared for and housed by a person on any property within the city.

"Garbage" means any waste resulting from the care, feeding or disposal of animal(s). This includes and consists in whole or in any part of animal wastes or remains, resulting from any cause, including the handling, preparing, cooking and consuming of food, including the offal from animal carcasses or parts thereof. At all times garbage shall be treated and managed in a safe and sanitary manner.

"Grooming facility" means any premises where animals are groomed, brushed, clipped or bathed or otherwise conditioned, as pets and/or for show, on a commercial basis.

"Guard (sentry) dog" means any dog utilized, on a commercial basis, to guard any property within the city, for any lawful purpose.

"Guide dog" or "service dog" means a properly trained dog certified by a licensed guide (seeing eye) dog agency and actually being used by a disabled person, including a "guide dog," "signal dog," or "service dog" as those terms are defined in California Civil Code Section 54.1.

"Immediate slaughter" means livestock shipped to a public stockyard and released therefrom for slaughter, and also livestock shipped to the premises of a firm regularly engaged in the slaughter of animals under approved inspection.

"Impounded" means having been received into the custody of any animal shelter, or into the custody of the Director or his or her authorized agent or deputy.

"Infectious disease" means any infectious, contagious or communicable disease sufficiently dangerous to the public health or to the health of animals within the city to warrant putting into effect the provisions of this chapter and any rules or regulations adopted pursuant thereto.

"Kennel" means any lot, building, structure, enclosure or premises whereupon or wherein five (5) or more cats or dogs, over four (4) months of age, are kept or maintained for any purpose, including places where cats or dogs are boarded, kept for sale or adoption, or kept for hire. Excluded from this definition are veterinary clinics and pet hospitals when animals are being housed for medical care, and animals kept on any lot, building, structure, enclosure or premises licensed by the Director to contain additional animals pursuant to Chapter 13-44 of this code.

"Livestock" means any domesticated animal, including but not limited to, poultry, cattle, goats, swine, sheep and equines which are kept in captivity or under the control or ownership of any person for any purpose.

"Neutered" or "spayed" means rendered incapable of reproduction by physical (surgical alteration or the implantation of a device) or other means. To be acceptable, the neutering must be certified to by a licensed veterinarian.

"Person" means any individual, firm, partnership, corporation, company, society, or association, and every officer, agent or employee thereof.

"Pet shop" means any place of business where dogs under (4) four months of age or any other animals to be used as pets, are kept for sale.

"Potentially dangerous dog" means any of the following:

1. Any dog which, when unprovoked, on two (2) separate occasions within the prior thirty-six-month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury whether the person and the dog are on or off the property of the owner and/or custodian of the dog.
2. Any dog which, when unprovoked, bites a person causing any injury less severe than a severe injury.

3. Any dog which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal, horse, or livestock.

4. Provocation, or the lack thereof, shall be determined by, and in the sole discretion of the Director.

"Quarantine" means the strict confinement of an animal upon the premises of the owner or elsewhere as approved by the Director, and subject to the conditions or requirements of the Director relating to the impoundment.

"Severe injury" means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

"Stockyard" means any stockyard, corral or premises wherein public trading in livestock is carried on, or where yarding, feeding and watering facilities are provided and where federal, state or county inspection is maintained for the inspection of livestock for infectious diseases.

"Tuberculin test" means any test approved by the United States Department of Agriculture for the detection of tuberculosis in animals.

"Vicious dog" means any dog that, as determined by the Director:

1. Has attacked or bitten a person causing death or physical injury;
2. Has killed or inflicted substantial physical injury to an animal, without provocation, while off the owner's or custodian's property;
3. Is owned or harbored primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or
4. Has twice, within a one-year period, done any of the following, as evidence by credible testimony, oral or written:
 - a. Bitten, attacked or attempted to bite a person; or
 - b. Chased or approached a person upon the streets, sidewalks or any public or private property in an apparent attitude of attack.

Provided, no dog may be determined to be a vicious dog if any such bite, threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner and/or custodian of the dog, was committing or attempting to commit a crime upon the premises occupied by the owner and/or custodian of the dog, was threatening the owner, owner's family, custodian or third

person, or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.

This definition does not apply to dogs used in military, security or police work while they are actually performing in that capacity.

13-04.030 Responsibility for administration.

The City of Mission Viejo, pursuant to contract, by and through the Director is charged with the administration of this title.

13-04.040 Rules and regulations.

The City Council of the City of Laguna Hills may, by resolution, promulgate any necessary rules and regulations for the administration of this title.

13.04-050 Enforcement.

The Director, or his or her duly authorized deputies and agents, are hereby empowered and it shall be their duty to enforce this title and any statute relating to animal control unless otherwise provided by law. Pursuant to Civil Code § 607(g) each of the aforementioned individuals shall have the power to issue notices to appear in court for violations of the aforementioned provisions pursuant to Penal Code § 853.6 et seq.

13-04.060 Interference.

No person shall interfere with, oppose or resist any authorized person charged with the enforcement of this title while such person is engaged in the performance of his or her official duties.

13-04.070 Firearms authorized.

Supervisory and senior animal control officers of the City of Mission Viejo who have successfully completed California Penal Code Section 832 firearms training or other relevant training intended to authorize firearm utilization, are authorized to carry in the city loaded rifles, shotguns and tranquilizer equipment, issued by the City of Mission Viejo, while acting in the course and scope of their employment.

13-04.080 Disposal of dead animals.

The owner of any animal which dies shall dispose of the carcass of such animal in a sanitary manner as prescribed by the Director within twenty-four (24) hours after the owner has knowledge of the animal's death. The Director shall be responsible for the disposal of all dead animals whose ownership cannot be established.

13-04.090 Violations; infraction; misdemeanor.

A. A violation of this title or any portion or section thereof shall, in the sole discretion of the city by and through the City Attorney or other authorized personnel, be prosecuted in any manner provided for by law, including, but not limited to, the administrative, civil or the misdemeanor criminal prosecution of the offender (subject to the city's sole and absolute discretion to reduce the same to an infraction, administrative or civil complaint) and as provided for in Title 1 of this code.

B. Any person who violates any provision of Sections 13-08.090 or 13-24.020 is guilty of a misdemeanor. Moreover, any person who violates any other provision of this title and the violation occurs within one year of the occurrence of two other separate violations of this title by that person is guilty of a misdemeanor.

C. Each day on which a violation occurs or continues shall constitute a separate offense.

13-04.100 Inspections.

The Director, or his or her duly authorized deputies and agents, are authorized to inspect any building or other property for the purpose of enforcing this title or any city, county or state statute relating to animal control.

13-04.110 Complaints.

Upon receiving a complaint from any person alleging a violation of this title and upon receiving the name and address of the owner and/or custodian of the animal, if known, an investigation to determine whether a violation exists may be made. If the investigation discloses a violation of this title, the prosecution may be initiated against the owner and/or custodian.

13-04.120 Animal care requirements.

Every person within the city who owns any animal, who has custody of an animal or who owns, conducts, manages or operates any animal establishment for which a license is required by this title, shall comply with each of the following conditions:

A. Housing facilities for animals shall be structurally sound and shall be maintained in good repair, to protect the animals from injury, to contain the animals, and to restrict the entrance of other animals.

B. All animals shall be supplied with sufficient good and wholesome food and water as often as the feeding habits of the respective animals require.

C. All animals and all buildings or enclosures wherein animals are housed or maintained shall be maintained in a clean and sanitary condition.

D. No animals shall be without attention for more than twelve (12) consecutive hours. Whenever an animal is left unattended at an animal facility, the telephone number of the animal services department, or the name, address and telephone number of the person responsible for the care of the animal with a right of access to the facility, shall be posted in a conspicuous place at the front of the property.

E. Every reasonable precaution shall be used to ensure that animals are not teased, abused, mistreated, annoyed, tormented or in any manner made to suffer by any person or means.

F. No condition shall be maintained or permitted that is or could be injurious to the animals.

G. Buildings and enclosures wherein animals are housed or maintained shall be so constructed and maintained as to prevent the escape of animals. All reasonable precautions shall be taken to protect the public from the animals and the animals from the public.

H. Every animal establishment shall isolate sick animals sufficiently so as not to endanger the health of other animals. Sick animals shall at all times be isolated from the other animals.

I. Every building or enclosure wherein animals are housed or maintained shall be constructed of material easily cleaned and shall be kept in a sanitary condition. The building or enclosure shall be properly ventilated to prevent drafts and to remove odors. Heating and cooling shall be provided as required, according to the physical need of the animals, with sufficient light to allow observation of animals and sanitation.

J. Such person shall take any animal to a licensed veterinarian for examination or treatment if the Director finds this is necessary in order to maintain the health of the animal and orders the owner and/or custodian to do so.

K. All animal rooms, cages, kennels and runs shall be of sufficient size to provide adequate and proper accommodations for the animals kept therein. Animals shall have sufficient height and sufficient floor space to stand up, sit down and turn around freely using normal body movements without the head touching the top of the primary enclosure; have the ability to lie down with limbs outstretched and exercise normal postural movement, and move freely as appropriate for the species, age, size, and condition of the animal. However, when freedom of movement would endanger the animal due to a medical condition that has been documented by a licensed veterinarian, temporarily and appropriately restricting movement of the animal in a humane manner is permitted.

L. Every violation of an applicable regulation shall be corrected within a reasonable time to be specified by the Director.

M. Such person shall provide proper shelter and protection from the weather at all times.

N. Such person shall not give an animal any alcoholic beverage unless prescribed by a licensed veterinarian.

O. Such person shall not allow animals which are natural enemies, temperamentally unsuited, or otherwise incompatible, to be quartered together, or so near each other as to cause injury, fear or torment. If two (2) or more animals are so trained that they can be

placed together and do not attack each other or perform or attempt any hostile act to the others, such animals shall be deemed not to be natural enemies.

P. Such person shall not allow the use of any tack, equipment, device, substance or material that is, or could be, injurious or cause unnecessary cruelty to any animal.

Q. Such person shall give working animals proper rest periods. Confined or restrained animals shall be given exercise proper for the individual animal under the particular conditions.

R. Such person shall not work, use or rent any animal which is overheated, weakened, exhausted, sick, injured, diseased, lame or otherwise unfit.

S. Such person shall not display animals bearing evidence of malnutrition, ill health, unhealed injury or having been kept in an unsanitary condition.

T. Such person shall not display any animal whose appearance is or may be offensive or contrary to public decency.

U. Such person shall not allow any animal to constitute or cause a hazard, or be a menace to the health, peace or safety of the community.

V. Such person shall not violate any condition imposed by the Director on any license issued by the animal services department.

W. No dog or cat under the age of eight (8) weeks shall be brought or shipped into the city for the purpose of adoption, and no such dog or cat shall be offered for adoption.

X. Every dog or cat offered for adoption must be examined by a licensed veterinarian and be certified free of congenital defects, distemper, worms, skin disease, skin and ear mites, and other diseases or conditions which would be injurious to the animal or a potential owner.

Y. Every dog or cat offered for adoption shall have been vaccinated against distemper and parvo. A vaccination record providing the date of vaccination, lot number, and the manufacturer must be provided to the person adopting the puppy or kitten at the time of adoption.

Z. Every dog four (4) months of age or older shall have been vaccinated for rabies. A vaccination record providing the date of vaccination, lot number, and the manufacturer must be provided to the person adopting the dog at the time of adoption.

AA. Clean, potable water shall be available to all animals in conformance with the principles of good animal husbandry unless restricted by a licensed veterinarian. Proof of such veterinarian restrictions shall be presented to the animal services officer upon

request. Water receptacles, containers or dispensers shall be kept in a clean and sanitary state at all times.

BB. Food receptacles shall be accessible to all animals unless restricted by a licensed veterinarian and shall be located so as to minimize contamination by excreta. Proof of any licensed veterinarian restrictions shall be presented to the animal services officer upon request. Food contaminated by urine shall be discarded and replaced with fresh uncontaminated food. Disposable receptacles may be used but must be discarded after each feeding. Self-feeders may be used for the feeding of dry food, and they shall be kept clean and free of mold, deterioration and the caking of food.

CC. Any other applicable federal, state, or local law, regulation or ordinance.

13-04.130 Sale of animals.

No person shall solicit, peddle, conduct or consummate the sale, exchange, or give away of any living animal or animals, and no person shall convey as part of any commercial transaction any living animal or animals in the city except that such activities shall be permitted in a) pet shops and kennels that are duly licensed pursuant to the applicable provisions of this title, and b) at the residence of the conveyor of the animal. Nothing herein shall be construed to prohibit animal adoption activities at other sites, subject to and provided that all necessary permits and approvals for the location of such animal adoption activity have been obtained.

13-04.140 Prohibiting the Feeding of Wildlife.

No person shall feed or in any manner provide food for wild mammalian predator or vector animals including, but not limited to, coyotes, bobcats, mountain lions or rodents. In further amplification, this section also includes a prohibition on the feeding of animals, including, but not limited to, wild raccoons, foxes, skunks, opossums, rodents, rabbits or hares. This section does not apply to the feeding of animals under the care of a licensed veterinarian, or rehabilitator, or those kept 1) in the City of Mission Viejo Animal Services Center, 2) by a private, charitable, nonprofit humane society or animal rescue organization, or 3) by an individual who has been authorized by permit or license obtained from the animal services department to care for and feed such animals.

Chapter 13-08 CONTROL AND LICENSING OF DOGS, CATS, LIVESTOCK, AND OTHER DOMESTIC AND NONDOMESTIC ANIMALS – GENERALLY

Sections:

- 13-08.010 Restraint of dogs.
- 13-08.020 Dogs on public school property.
- 13-08.030 Female cats and dogs in season to be confined.
- 13-08.040 Public nuisance.
- 13-08.050 Public nuisance complaint administrative procedures.
- 13-08.060 Private property.

<u>13-08.070</u>	Dogs to be curbed.
<u>13-08.080</u>	Administrative hearing.
<u>13-08.090</u>	Public protection from dogs.
<u>13-08.100</u>	Abatement of public nuisances through legal action.

13-08.010 Restraint of dogs.

A. No person owning or having charge, care, custody, or control of any dog shall cause or permit, either willfully or through failure to exercise due care or control, the dog to be upon any private property unless such dog is contained or restrained thereon by a fence, wall, substantial chain, leash not exceeding six (6) feet in length, other appropriate physical restraint, or is under the charge of a person competent to exercise care, custody, and control over such dog.

B. No person owning or having charge, care, custody, or control of any dog shall cause or permit, either willfully or through failure to exercise due care or control, the dog to be upon any public property unless such dog be restrained by a substantial chain, or leash not exceeding six (6) feet in length, and is under the charge of a person competent to exercise care, custody, and control over such dog, unless the owner or operator of such public property grants written permission for such dog to be on such property without such chain or leash.

13-08.020 Dogs on public school property.

No person having the charge of any dog, except a disabled person with a guide or service dog, shall permit the dog, under any circumstances to be on or within the public school property. This section, however, does not prohibit the use of dogs on school property for teaching or other school uses, when approved by the school officials.

13-08.030 Female cats and dogs in season to be confined.

Every person owning or having charge of any female cat or dog shall strictly confine such animal during its breeding season (i.e., while it is in heat) in a building or other enclosure adequate to keep such cat or dog confined.

13-08.040 Public nuisance.

A. No person shall allow, upon any premises owned, occupied, or controlled by such person, any animal to cause a public nuisance. This includes, but is not limited to, the disruptive sound created by barking, howling, crying, neighing, braying or making other sounds that unreasonably disturb other persons in the comfortable enjoyment of their life or property. Such activity is hereby deemed a public nuisance.

B. A dog shall not be deemed a public nuisance if, at any time the dog is making noise, a person is trespassing or threatening to trespass upon the private property where the dog is situated, or when the dog is being teased or provoked or protecting person(s) or property.

13-08.050 Public nuisance complaint administrative procedures.

Upon receiving a complaint alleging a public nuisance as defined in Section 13-08.040, the animal services department shall adhere to the following procedures:

- A. Upon receipt by the animal services department of a first complaint, animal services staff will send a letter informing the responsible person about the complaint.
- B. For purposes of this chapter a “responsible person” is any of the following:
 - 1. A person who allows a violation of or alleged violation of Section 13-08.040 to exist, whether through willful action, failure to act, or failure to exercise proper control over an animal.
 - 2. A person whose agent, employee, or independent contractor allows a violation to exist, whether through willful action, failure to act, or failure to exercise proper control over an animal.
 - 3. A person who is the owner of, or a lessee or sublessee with the current right of possession of and/or control over the real property in or upon which an alleged violation occurs.
 - 4. A person includes a natural person or legal entity, including the owners, majority stockholders, corporate officers, trustees, or general partners of a legal entity.
 - 5. There may be more than one responsible person for a violation(s).
- C. Upon receipt by the animal services department of a second complaint regarding an animal for which a first notice has been sent, provided at least ten (10) days but no more than thirty (30) days have elapsed from the date of the first letter sent by animal services staff pursuant to Subsection (a) above, an animal services officer will be dispatched to issue a notice to comply and to advise the Responsible Person about possible solutions to rectify the public nuisance.
- D. Upon receipt by the animal services department of a third complaint between ten (10) and thirty (30) days after the date of a second complaint pursuant to Subsection (B) above, animal Services Staff will ask the complainant to obtain, complete and return to the department within ten (10) days of the request a formal witness statement form signed under penalty of perjury attesting to the public nuisance violation.
- E. Upon receipt of a formal witness statement form, if the Director finds the animal owner to be in violation of Section 13-08.040, the animal services department will issue an administrative citation pursuant to Title 1 of this code in an amount set forth in Subsection (G) of Section 13-08.080.

13-08.060 Private property.

No person owning or having care, custody, or control of any animal shall permit, either willfully or through failure to exercise proper control, such animal to trespass or be upon any private property of another person without the consent of such person.

13-08.070 Dogs to be curbed.

A. It is unlawful for the owner or person having charge, custody or control of any dog to permit such dog to defecate and to allow the feces to thereafter remain on any public sidewalk, public park or on any other public property or on any private property owned by someone other than the owner or person who has custody or control of the dog.

B. No person having the care, custody, charge or control of any dog shall permit or allow that dog on any public sidewalk, public park or on any other public property, or on any private property owned by someone other than the owner or person who has custody or control of the dog, unless that person has, in his or her possession, a spade, scoop device, plastic bag, or similar implement or container capable of removing any feces deposited by the dog. Notwithstanding any other provision of this subsection, no person will be in violation of this subsection while within fifty (50) feet of a dispenser of bags or similar implements or containers capable of removing any feces deposited by a dog, provided such dispenser is immediately accessible to the person.

C. The owner or person having charge, custody or control of any dog shall ensure that any feces collected or removed pursuant to this section is deposited or placed into an appropriate waste receptacle or container.

D. The provisions of this section shall not be applicable to:

1. Any dog enrolled and participating in obedience classes or in any show for which the city has issued a special event permit or facility permit; and
2. Any guide or service dog.

E. Any person violating the provisions of this section shall be guilty of an infraction.

13-08.080 Administrative hearing.

A. Any person who receives an administrative citation for a violation of this title may contest it by calling the animal services department within ten (10) days of the issuance date located on the citation and requesting an administrative hearing. The animal owner and/or custodian may contest the citation by denying that a violation occurred.

B. If the administrative citation fine is not paid prior to the assigned date and time of the administrative hearing, the animal owner and/or custodian must personally attend the administrative hearing on the date, time and place scheduled. Failure to personally appear at the administrative hearing shall constitute an abandonment of any defense the animal owner and/or custodian may have to the citation.

C. Hearings shall be conducted, informally, by the animal services department on the date assigned by the department. The animal owner and/or custodian and the complainant will be notified of the assigned hearing date, time and location by the department staff. The City of Mission Viejo will provide the parties the hearing procedures and protocols prior to the hearing.

D. The animal owner and/or custodian and the complainant shall each be given the opportunity to present testimony and evidence relevant to the citation. If the animal owner and/or custodian are a juvenile, under eighteen (18) years of age, they must be accompanied by an adult or legal guardian to the hearing or the administrative hearing will be deemed abandoned by the animal owner and/or custodian. Such abandonment shall also constitute a failure to exhaust administrative remedies concerning the violation set forth in the administrative citation.

E. The citation itself and accompanying complainant's formal witness statement signed under penalty of perjury attesting to the public nuisance violation provided to the animal services department shall be accepted by the animal services department as prima facie evidence of the violation and the facts stated in such documents.

F. Failure of the animal owner and/or custodian to appear at the hearing, unless the hearing was continued by the animal services department prior to the hearing date, shall constitute abandonment and will require the citation fine to be paid. Failure of the complainant to appear at the hearing, unless the hearing was continued by the animal services department, shall constitute abandonment of the complaint and shall be grounds for dismissal of the public nuisance violation and citation. The complainant's failure to appear shall be noted and mailed to the animal owner and/or custodian and the complainant.

G. Fines for violating the provisions of this title shall be as follows:

1. Fine for first animal nuisance citation issued (per citation) \$ 300.00.
2. Fine for second animal nuisance citation within the same 12-month period 350.00.
3. Fine for third animal nuisance citation within the same 12-month period 400.00.
4. Fine for fourth animal nuisance citation within the same 12-month period 450.00.
5. Fine for fifth animal nuisance citation within the same 12-month period 500.00.
6. Fine for sixth and subsequent animal nuisance citation issued within the same 12-month period \$550.00.

H. A late penalty in the same amount of the underlying fine amount due pursuant to Subsection (g) of this Section shall accrue and be charged for any fine not paid within fifteen (15) days of due date, such that the total amount due is double the unpaid fine amount.

13-08.090 Public protection from dogs.

A. Dog owners and custodians of dogs shall, at all times, take all reasonable precautions to prevent their dogs from biting, attacking or attempting to bite any person or from interfering with the lawful use of public or private property. It shall be unlawful for any person to fail to comply with this Subsection (A).

B. Any person owning or having custody or control of a vicious dog commits a violation of this chapter if, as a result of that person's failure to exercise ordinary care, the dog bites, attacks, wounds or otherwise injures or kills a human being and the owner and/or custodian knew or should have known of the vicious or dangerous nature of the dog.

C. Nothing in this section shall authorize the bringing of a criminal action pursuant to a violation of Subsection (A) or (B) of this section if the bite, attack, attempted bite, injury or threat was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner and/or custodian of the dog; or was committing or attempting to commit a crime upon the premises occupied by the owner and/or custodian of the dog; or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.

D. Any person violating the provisions of this section shall be guilty of a misdemeanor and shall be punishable by a fine of not more than \$1,000, or by imprisonment in the county jail for a period of not more than six (6) months or by both such fine and imprisonment.

13-08.100 Abatement of public nuisances through legal action.

Nothing in this chapter shall prevent the City Attorney from commencing a civil or criminal proceeding to abate a public nuisance as an alternative to the procedures set forth in this chapter.

Chapter 13-12 DOG LICENSING

Sections:

<u>13-12.010</u>	Required.
<u>13-12.020</u>	Wearing of tag required.
<u>13-12.030</u>	Renewal.
<u>13-12.040</u>	Dog license; transfer of ownership.
<u>13-12.050</u>	False or stolen documents illegal.
<u>13-12.060</u>	Display of certificates required upon demand.
<u>13-12.070</u>	Number of dogs permitted.

13-12.010 Required.

A. Every person owning or having custody of any dog four (4) months of age or older shall procure for the dog a city dog license from the animal services department. Such license shall be procured within fifteen (15) days after the date on which it becomes due. The following are exceptions to the requirement to license:

1. A dog brought into the city for show or other purposes and which leaves the city within 30 days; and
2. A dog maintained in an approved research institution or licensed kennel, provided such dog is owned by the owner or operator of such research institution or kennel.

Guard (sentry) dogs and dogs that are foster animals are not exempt from this section. Each such dog must be individually licensed and must wear its city license tag securely fastened to a collar or harness whether or not the dog is kenneled in the city.

B. No dog shall be licensed without proof of a current, approved rabies vaccination. No license term will expire later than the expiration date of the rabies vaccination. An owner may purchase a license for six (6) or twelve (12) months, depending upon the date and kind of vaccine used as per the City of Mission Viejo's policy, upon payment of the fee established by the City of Mission Viejo.

13-12.020 Wearing of tag required.

A. Each dog required to be licensed pursuant to this chapter shall, at all times, wear the current license tag assigned to that dog, except:

1. When the dog is physically confined within the premises of the owner or other person authorized to have custody;
2. When the dog is confined in a vehicle or cage;
3. When the dog is participating in any animal exhibition, field trial or competition; or
4. When the dog is confined in a licensed kennel or veterinary hospital, in which case the license tag number shall be recorded and placed nearby so that it is readily identifiable with the dog to which it belongs; or if not licensed, that fact shall be clearly indicated on the facility's records.

B. A license tag shall not be removed from any dog without the consent of the owner or other person authorized to have custody thereof.

13-12.030 Renewal.

Dog licenses not purchased or renewed within fifteen (15) days after expiration, or the date on which they become due pursuant to Section 13-12.010, shall be considered delinquent and a late fee as determined by the City of Mission Viejo shall be added to the cost of the new license. The Director may waive the above late fee if he or she determines the applicant made a reasonable effort to comply with the above deadline.

13-12.040 Dog license; transfer of ownership.

Upon the transfer of ownership of any licensed dog, the license may be transferred to the new owner provided that the Director is notified within fifteen (15) days, in writing, of such transfer of ownership, and the name and address of the new owner are provided.

13-12.050 False or stolen documents illegal.

No person shall make use of or have in his or her possession or under his or her control a stolen, counterfeit or forged dog license receipt, dog license tag, rabies vaccination certificate, anti-rabies-inoculation-deferment form, or other form issued in accordance with this title.

13-12.060 Display of certificates required upon demand.

Every person shall, upon demand by the Director, produce for inspection any current rabies vaccination certificate or dog license tag issued pursuant to this chapter.

13-12.070 Number of dogs permitted.

Every person owning or having custody of five (5) or more dogs, over the age of four (4) months, for the purpose as described in Section 13-44.010, must obtain an additional animal license as required under Section 13-40.100.

Chapter 13-16 CAT LICENSING

Sections:

- 13-16.010 Generally.
- 13-16.020 Number of cats permitted.

13-16.010 Generally.

The owner of any cat may, upon submission of proof of rabies vaccination, certified to by a licensed veterinarian, and upon payment of the fee established by the City of Mission Viejo, be issued a license certificate and tag. No person shall remove a registration tag from a cat without the consent of the owner. Licensing shall be valid for the period of the rabies vaccination. The obtaining of such a license shall be optional on the part of the owner, except as provided in Section 13-12.070.

13-16.020 Number of cats permitted.

Every person owning or having custody of five (5) or more cats, over the age of four (4) months, for the purpose as described in Section 13-44.010, must obtain an additional animal license as required under Section 13-40.100.

Chapter 13-20 RABIES CONTROL

Sections:

<u>13-20.010</u>	Dog vaccination required.
<u>13-20.020</u>	Quarantine.
<u>13-20.030</u>	Duty to report.
<u>13-20.040</u>	Proof of vaccination.
<u>13-20.050</u>	Duty of person performing vaccination.

13-20.010 Dog vaccination required.

Every person owning or harboring a dog four (4) months of age or older, for fifteen (15) days or more, shall, if not currently vaccinated, have such dog vaccinated against rabies by a licensed veterinarian with a vaccine approved by the State Department of Health. Upon approval of the Director, dogs that are ill may be given temporary deferment from the rabies vaccination requirements of this section if given an antirabies deferment from a licensed veterinarian; old age of the dog, however, shall not be a basis for such deferment. Such a deferred dog shall be vaccinated within ten (10) days of the conclusion of the deferment period.

13-20.020 Quarantine.

A. The State Director of Health has declared the city a rabies area. The Director is authorized under state law to quarantine suspected rabid animals. The Director or his or her authorized deputies or agents are hereby empowered to enter upon any private property, including the home or residence where the animal is kept or has strayed, to inspect and, if necessary, to seize and impound any animal suspected of being rabid for a period of fourteen (14) days (ten (10) days for dogs and cats). The impounding officer shall make reasonable effort to immediately notify the owner and/or custodian of the animal before it has been impounded and the address of the facility to which it will be taken. If the owner and/or custodian is not present at the time of impounding, the above notice shall be posted on the property of such owner and/or custodian, if known. In lieu of impounding the animal, the Director may, by serving a written notice upon the owner and/or custodian, require the owner and/or custodian to quarantine the animal for such period.

B. No person shall disobey any quarantine order issued by the Director or remove from its place of confinement any animal under quarantine without the written permission of the Director.

13-20.030 Duty to report.

Any person having knowledge of the location of an animal suspected of having rabies, or of any person having been bitten or scratched by any warm-blooded mammal, or of any signs of disease or unusual behavior in any animal under quarantine, shall immediately report such facts to the Director.

13-20.040 Proof of vaccination.

No person who owns or harbors any dog shall fail or refuse to produce for inspection his or her copy of the rabies vaccination form, anti-rabies inoculation deferment form, or health certificate upon demand by any person charged with the enforcement of this title.

13-20.050 Duty of person performing vaccination.

Each duly licensed veterinarian shall complete and sign a rabies certificate in triplicate after vaccinating any dog. The veterinarian shall keep one copy and shall give one copy to the owner of the vaccinated dog, which the owner shall retain in his or her possession. The veterinarian shall file the other copy with the Director within the calendar month in which the vaccination occurred.

Chapter 13-24 DANGEROUS AND VICIOUS ANIMALS

Sections:

- 13-24.010 Wild, exotic, dangerous and nondomestic animals.
13-24.020 Declaration and possession of a potentially dangerous or vicious dog.

13-24.010 Wild, exotic, dangerous and nondomestic animals.

A. No person shall have, keep, or maintain any wild, exotic, dangerous or nondomestic animal without first applying to and receiving a license from the Director. The Director shall by regulation determine those animals to be covered by this section. The keeping or maintenance of such animals shall also conform to Title 9 of this code.

B. The Director shall issue a license to any person for the keeping or maintaining of any wild, exotic, dangerous or nondomestic animal upon receipt of the fee established by the City of Mission Viejo and when, in the Director's opinion, such animal may be kept or maintained without endangering its safety and comfort and the safety and comfort of any person or property; provided, however, that the Director may require any such animal to be properly caged or tethered and may make such additional rules and regulations that may be necessary and proper under the circumstances. The Director may revoke any such license for the violation of any of the provisions of this title or of any of the rules and regulations adopted pursuant thereto, or when it is reasonably determined by the Director that the safety or comfort of such animal or any person or property is endangered by the keeping of any such animal. The provisions of Section 4-04.180 of this code shall govern appeals from the denial or revocation of a license under this section.

C. The owner and/or custodian of such animal shall give written notice to the Director prior to the transfer, trade or barter of the animal or its progeny.

13-24.020 Declaration and possession of vicious dog or potentially dangerous dog.

A. Generally.

1. If the Director has cause to believe that a dog is a vicious dog or potentially dangerous dog within the meaning of Section 13-04.020, the Director may tentatively find and declare such dog a vicious dog or potentially dangerous dog.
2. Upon tentatively finding and declaring that a dog is a vicious dog or potentially dangerous dog, the Director shall notify the owner and/or custodian in writing of the Director's tentative finding and declaration.
3. The notice shall inform the owner and/or custodian of such dog that he or she may request a hearing in writing before the Director within five (5) working days of receipt of such notice to contest the tentative finding and declaration. Any such hearing shall be requested and conducted as provided in Subsection (D) of this section.
4. Failure of the owner and/or custodian to request a hearing pursuant to Subsection (A) (3) of this section shall result in the declaration becoming final.
5. The possession or maintenance of a vicious dog or potentially dangerous dog, or the allowing of any such dog to be in contravention of this title, is hereby declared to be a public nuisance. The Director is hereby authorized and empowered to impound and/or abate any vicious dog or potentially dangerous dog independently of any criminal prosecution or the results thereof by any means reasonably necessary to ensure the health, safety and welfare of the public, including, but not limited to, the destruction of the dog or by the imposition upon the owner and/or custodian of specific reasonable restrictions and conditions for the maintenance of the dog. The restrictions and conditions may include but are not limited to:
 - a. Obtaining and maintaining liability insurance in the amount of \$1,000,000.00 against bodily injury or death or damage to property and furnishing a certificate or proof of insurance by which the Director shall be notified at least ten days prior to cancellation or nonrenewal or, at the owner's or custodian's option, the filing with the Director of proof of a bond in the amount of \$1,000,000.00, to be able to respond in damages.
 - b. Requirements as to size, construction and design of the dog's enclosure.
 - c. Location of the dog's residence.
 - d. Requirements as to type and method of restraints and/or muzzling of the dog.

- e. Photo identification or permanent marking of the dog for purposes of identification.
- f. Requirements as to the posting of a warning notice or notices conspicuous to the public warning persons of the presence of a vicious dog.
- g. Payment of a fee or fees as established by the City of Mission Viejo to recover the costs of enforcing the provisions of this chapter as applied to the regulation of vicious dogs.

B. Notification of right to hearing.

At least five (5) working days prior to impoundment and/or abatement, of a vicious dog or potentially dangerous dog, the Director shall provide written notification to the owner and/or custodian of his or her right to request a hearing in writing to determine whether grounds exist for such impoundment and/or abatement. If a hearing is requested, the impoundment and/or abatement hearing may be held in conjunction with the hearing provided for in Subsection (A) of this section. If the owner and/or custodian requests a hearing prior to impoundment and/or abatement, no impoundment and/or abatement shall take place pending a decision by the Director following a hearing, except as provided in Subsection (C) of this section. Pending such impoundment and/or abatement hearing and the decision by the Director, the Director may order the owner and/or custodian to keep the dog within a substantial enclosure or securely attached to a chain or other type of control which the Director may deem necessary under the circumstances. The Director may also order the owner and/or custodian to post and keep posted upon the premises where such dog is kept under restraint, a warning notice pending such impoundment and/or abatement hearing and the decision by the Director. The form, content, and display of such notice shall be specified by the Director. Any hearing under this subsection shall be conducted in accordance with Subsection (D) of this section.

C. Immediate impoundment.

When in the opinion of the Director immediate impoundment is necessary for the preservation of animal or public health, safety or welfare, or if the dog has been impounded under other provisions of this code or pursuant to state law, the pre-impoundment hearing shall not be required; however, the owner and/or custodian shall be given written notice allowing five (5) working days from receipt of such notice to request in writing an abatement hearing. If requested, a hearing shall be held within five (5) working days of receipt of the request by the Director and the dog shall not be disposed of prior to the decision of the Director following such hearing. A hearing under this Subsection (C) shall be conducted in accordance with Subsection (D) of this section except as otherwise indicated. If, after five (5) working days following receipt of such notice, no written request for a hearing is received from the owner and/or custodian, the dog in question shall be disposed of under applicable provisions of law.

D. Request for and conduct of hearings.

1. Except as otherwise provided in Subsection (D) of this section, the Director shall conduct a hearing within fifteen (15) days following receipt of a written request from the owner and/or custodian requesting a hearing under this section, and notice of the time, date and place thereof shall be mailed to the person requesting the hearing at the address given in the hearing request, at least ten (10) days prior to the hearing. The Director may appoint a hearing officer to take evidence, summarize the evidence presented and report his findings and recommendations based on such evidence to the Director, or the Director may personally conduct the hearing.
2. At the hearing each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, impeach any witness, and to rebut the evidence against him. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to relying in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant or unduly repetitious evidence shall be excluded.
3. Within fifteen (15) days following the conclusion of the hearing, the Director shall determine, on all the evidence presented to the Director, or on the summary of evidence and findings of fact and recommendations of the person holding the hearing, whether any designation, impoundment and/or abatement under this section should be rescinded or amended. Within five (5) working days following such decision, the Director shall notify in writing the person requesting the hearing of his determination as to any issue as to which the hearing was requested.

E. Change of circumstances.

In the event of changed circumstances, the Director may amend or rescind any abatement and/or impoundment imposed pursuant to Subsection (A) (5) of this section. Any such revision to the abatement and/or impoundment due to changed circumstances shall be subject to the same notice, hearing and other procedural requirements as required for imposing an initial abatement and/or impoundment set forth in Subsections (B), (C) and (D) of this section.

F. Change of ownership, custody and/or residence.

Owners of a vicious dog or potentially dangerous dog who sell or otherwise transfer the ownership, custody or residence of the dog shall at least ten (10) days prior to the sale or

transfer, inform the Director in writing of the name, address and telephone number of the new owner, custodian and/or residence and the name and description of the dog. The owner shall, in addition, notify the new owner or custodian in writing of the details of the dog's record, terms and conditions of maintenance and provide the Director with a copy thereof containing an acknowledgment by the new owner or custodian of his receipt of the original. The Director shall notify the new owner and/or custodian in writing of any different or additional restrictions or conditions imposed pursuant to Subsection (A)(5) of this section as a result of the change of ownership, custody or residence. The imposition of any such different or additional restrictions or conditions shall be subject to the same notice, hearing and other procedural requirements as required for imposing an initial abatement and/or impoundment set forth in Subsections (B), (C) and (D) of this section.

G. Possession unlawful.

It is unlawful to have custody of, own or possess a vicious dog or potentially dangerous dog unless the dog is restrained, confined or muzzled so that it cannot bite, attack or cause injury to any person or property.

H. Declared vicious dog or potentially dangerous dog.

It shall be unlawful for the owner and/or custodian of a dog declared vicious or potentially dangerous dog pursuant to Subsection (A) of this section to fail to comply with any requirements or conditions imposed pursuant to Subsection (A)(5) of this section. If a vicious dog or potentially dangerous dog escapes, the owner and/or custodian shall immediately notify the Director and make every reasonable effort to recapture it, including assisting the Director, animal services officers, and city in all recapture efforts.

Chapter 13-28 ANIMAL IMPOUNDMENT

Sections:

<u>13-28.010</u>	Impoundment by Director.
<u>13-28.020</u>	Retention without owner's consent.
<u>13-28.030</u>	Removal of animals from animal shelter prohibited.
<u>13-28.040</u>	Redemption of animals from animal shelter.
<u>13-28.050</u>	Sale of unredeemed animals.
<u>13-28.060</u>	Disposition by euthanasia.
<u>13-28.070</u>	Animal shelter.
<u>13-28.080</u>	Sale, give away, acceptance and/or barter of animals on animal shelter property.

13-28.010 Impoundment by Director.

A. The Director and his or her duly authorized deputies and agents may take into custody:

1. Any animal kept or maintained contrary to the provisions of this Code, any regulation adopted thereunder, or any state statute.
2. Animals running at large contrary to the provisions of this title or any state statute.
3. Sick, injured, stray, unwanted animals, for which the owner and/or custodian cannot be found or is unable or unwilling to provide proper care.
4. Animals quarantined for which no other place of quarantine is acceptable to the Director.
5. Animals delivered or requested to be impounded by a peace officer, or public officer or employee as defined in Penal Code § 836.5.
6. Any wild animal found to be at large upon any public property, or upon request of the owner or tenant, found to be at large on private property.
7. Any other animal authorized to be impounded under this title.

B. The Director may place animals which are taken into custody in the City of Mission Viejo Animal Services Center or other facility designated by the Director, except that animals impounded pursuant to Subsection (A)(6) above may be summarily destroyed.

13-28.020 Retention without owner's consent.

No person shall, without the consent of the owner, hold or retain possession of any animal for more than twenty-four (24) hours without first reporting the possession of such animal to the Director, giving their name and address and a true description of the animal, and then surrendering such animal to the Director upon demand.

13-28.030 Removal of animals from animal shelter prohibited.

No person shall remove any animal from the custody of the Director or from the City of Mission Viejo Animal Services Center without permission from the Director to do so.

13-28.040 Redemption of animals from animal shelter.

A. Except as otherwise provided by state law or this title, when any animal, other than an animal abandoned by its owner, is impounded pursuant to this chapter, the Director shall, within twelve (12) working hours after impounding such animal, notify the owner, if known, of the location of such animal. The notification shall be by mail with postage fully prepaid thereon, together with any other reasonable means.

B. Any impounded animal may be redeemed by the owner upon payment of the fees established by the City of Mission Viejo. The owner must also demonstrate to the satisfaction of the Director that they are the owner of the animal and that they can keep such animal in conformance with the requirements of this title.

C. If a licensed animal is not redeemed within ten (10) days of impoundment, excluding City of Mission Viejo holidays and the day of impoundment, it shall be deemed abandoned and the Director may sell, release, or destroy such animal pursuant to the regulations established in this in this chapter. If an unlicensed animal is not redeemed within five (5) days of impoundment, excluding City of Mission Viejo holidays and the day of impoundment, it shall be deemed abandoned and the Director may sell, release, or destroy such animal pursuant to the guidelines established in this in this chapter.

13-28.050 Sale of unredeemed animals.

A. Except as otherwise provided by state law or by this title any unredeemed animal shall be deemed to have escheated to the City of Mission Viejo and thereafter may be sold by the Director upon payment of the fees established by the City of Mission Viejo.

B. An unredeemed dog or cat which has not been spayed or neutered shall not be sold or given away unless the deposit specified in Section 13-28.070 has been received.

13-28.060 Disposition by euthanasia.

Any impounded animal which has not been redeemed or adopted may be disposed of by euthanasia.

13-28.070 Animal shelter.

No humane shelter or shelter operated by a society for the prevention of cruelty to animals shall adopt or give away any dog or cat that has not been spayed or neutered unless a spay/neuter deposit is made at the time of adoption or give away. The deposit will be refunded to the person adopting or receiving the dog or cat when a notice is received by the shelter from a licensed veterinarian that the spay or neuter has been completed

13-28.080 Sale, give away, acceptance and/or barter of animals on animal shelter property.

No person shall sell, barter or give away, nor shall any person buy, accept or take possession of any animal on premises upon which a municipally owned or operated animal shelter is located, including adjacent parking areas, without the written permission of the Director. The Director may define the premises covered by this section and cause those areas to be posted so as to advise persons of the provisions of this section.

Chapter 13-32 ANIMALS RUNNING AT LARGE

Sections:

<u>13-32.010</u>	"Animal" defined.
<u>13-32.020</u>	Staking or grazing.
<u>13-32.030</u>	Impounding livestock.
<u>13-32.040</u>	Sale of unclaimed animals.
<u>13-32.050</u>	Animals valued at less than \$20.00.

13-32.010 "Animal" defined.

"Animal", as used in this chapter only, shall not include a cat or dog, but shall include livestock.

13-32.020 Staking or grazing.

No person owning or having charge, care, custody or control of any animal shall cause or permit, either willfully or through failure to exercise due care or control, any such animal to be placed, staked or to graze or be upon the land of another without the written consent of the owner or other authorized person, or upon public lands or highways or to allow any such animal to run at large.

13-32.030 Impounding livestock.

The Director may seize and impound any animal found on any premises in violation of Section 13-32.020 and he shall have a lien upon such animal sufficient to secure payment of all expenses incurred by reason of the Director's seizing, keeping and caring for such animal.

13-32.040 Sale of unclaimed animals.

If no person appears and claims the animal impounded under this chapter within five (5) days, or if a person does appear to claim the animal impounded within such time but fails to pay the Director the expenses as provided in Section 13-32.030 hereof, the Director shall proceed to sell or cause to be sold such animal, except a bovine, at public sale in accordance with the general procedure provided in the law concerning the sale or execution of personal property.

13-32.050 Animals valued at less than \$20.00.

If the animal impounded under this chapter is of a value less than \$20.00 and has not been claimed, the Director may, after the expiration of three (3) days from the date of seizure, sell such animal, except a bovine, at private sale without notice. In the alternative, the Director may dispose of the animal, except a bovine, in any humane manner.

Chapter 13-36 KEEPING OF LIVESTOCK

Sections:

13-36.010 Livestock fences.**13-36.010 Livestock fences.**

Every owner, keeper, custodian or harbinger of livestock shall erect and/or maintain a fence as herein described to contain and confine, and also consistent with zoning requirements, all livestock kept or maintained on his or her premises. Such fence shall be sufficiently good, strong and substantial as to prevent the ingress and egress of livestock. No wire fence may be considered a good and substantial fence within the meaning of this section unless it has three (3) tightly stretched barbed wires securely fastened to posts of reasonable strength, firmly set into the ground not more than one rod apart, one of which wires shall be at least four (4) feet above the surface of the ground. Any kind of wire or another fence of height, strength, and capacity equal to or greater than the wire fence herein described is a good and substantial fence within the meaning of this section. Cattle guards of such width, depth, rail spacing and construction as will effectively turn livestock are also a good and substantial fence.

Chapter 13-40 GENERAL LICENSING PROCEDURES

Sections:

<u>13-40.010</u>	Applications for licenses.
<u>13-40.020</u>	License fees.
<u>13-40.030</u>	Duration of license.
<u>13-40.040</u>	Reasons for denial.
<u>13-40.050</u>	Form of license.
<u>13-40.060</u>	Display of license.
<u>13-40.070</u>	Revocation of license.
<u>13-40.080</u>	Licenses not transferable.
<u>13-40.090</u>	Appeals.
<u>13-40.100</u>	Licenses required.

13-40.010 Applications for licenses.

The Director shall develop and manage an animal facility licensing process and receive all applications for animal licenses. The Director thereafter shall provide such application forms as are necessary for the convenience of the city, public and the economic and efficient administration of this title.

13-40.020 License fees.

The City of Mission Viejo shall establish the amount of fees to be charged for the application and/or issuance of an animal facility license. Such fees shall be payable in full and shall not be refundable.

13-40.030 Duration of license.

Each animal facility license shall be in effect for one (1) year from the date on which it was issued unless otherwise provided by the City of Mission Viejo.

13-40.040 Reasons for denial.

The Director shall deny the application for an animal facility license if it is found that:

1. The applicant does not fulfill the specific requirements for such license as set forth in this title.
2. The applicant has made any false, misleading, or otherwise deceptive statement in the application.
3. The applicant is not a fit person to carry on the licensed animal facility business, as determined by specific and definite evidence in the record.
4. The issuance of an animal facility license to the applicant, or at the location desired, would be detrimental to the public health, safety, or general welfare.

13-40.050 Form of license.

The animal facility license and each duplicate thereof shall contain the date of issuance, the date of expiration, the location(s) of the licensed activity, the signature of the Director, and such other matters as are specified in this title and as the Director deems appropriate.

13-40.060 Display of license.

Each animal facility licensee shall display his or her license or duplicate license in a prominent location in each licensed establishment; or if there is none in the city, shall carry his or her license on the licensee's person at all times when conducting the licensed animal facility or animal-related business; or, if a vehicle is licensed, in such vehicle; and each licensee shall display his or her license to any peace officer so requesting to see it.

13-40.070 Revocation of license.

When the Director has issued an animal facility license under the terms of this chapter, the same may be revoked at any time thereafter by the Director if the Director becomes satisfied that the conduct of the licensee's animal facility does not or will not comport with the public welfare for any reason or that the same has been conducted in an illegal, improper or disorderly manner, or in a manner substantially different than that described in the licensee's application, or for any other reason for which the application could have been denied.

13-40.080 Licenses not transferable.

No animal facility license issued under the terms of this chapter shall be transferable or used in conjunction with any activity other than the licensed animal establishment business, and no such license shall be displayed by any person other than the licensee or his or her employee, nor at any location other than that indicated in the license or application.

13-40.090 Appeals.

The provisions of Section 4-04.180 of this code shall govern appeals from the denial or revocation of an animal facility license under this chapter.

13-40.100 Licenses required.

It shall be unlawful for any person(s) to maintain additional or unusual animals, as specified in Chapter 13-44, or to engage in, conduct, manage or carry on any of the following animal events, facilities, businesses, practices, professions, or occupations within the city without first having obtained a license therefor in accordance with this chapter:

1. Animal exhibition;
2. Animal rental establishment;
3. Additional animal, per Section 13-12.070 and 13-16.020;
4. Commercial stable;
5. Grooming facility;
6. Kennel;
7. Pet shop;
8. Animal event.

Chapter 13-44
ADDITIONAL OR UNUSUAL ANIMAL LICENSE

Sections:

<u>13-44-010</u>	Purpose.
<u>13-44-020</u>	Application—filing.
<u>13-44-030</u>	Issuance of license.
<u>13-44-040</u>	Conditions.
<u>13-44-050</u>	Limitations on and duration of license.

13-44.010 Purpose.

The additional or unusual animal license is established to permit the keeping or maintaining as a pet or for the personal utilization by members of the family residing on the premises the following:

- A. Wild or domestic animals not specifically classified which will not jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare, subject to any land use limitations, restrictions, or requirements imposed by Title 9 of this code; and

B. Domestic or wild animals exceeding the number of animals specified in Sections 13-12.070 and 13-16.020, and except as may otherwise be restricted by Title 9 of this code, which will not be materially detrimental to the use, enjoyment or valuation of the property of other persons located in the vicinity of such site.

13-44.020 Application—filing.

Any person desiring an additional or unusual animal license may file an application, together with any fees established by the City of Mission Viejo, with the Director, except that no application shall be filed or accepted if final action has been taken within one year prior thereto by the Director on an application requesting the same, or substantially the same license.

13-44.030 Issuance of license.

The Director shall grant an additional or unusual animal license when the following criteria are met:

- A. That the requested animal or animals at the location proposed will not jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare;
- B. That the proposed site is adequate in size and shape to accommodate the animal or animals requested without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site; and
- C. That the owner and/or custodian has complied with, and the maintenance of animals at the location proposed will comply with, any other applicable laws, including without limitation Title 9 of this code.

The Director shall deny the application where the information submitted by the applicant fails to substantiate these criteria to the reasonable satisfaction of the Director.

13-44.040 Conditions.

The Director, in approving an application for an additional or unusual animal license, may impose such reasonable conditions as are deemed necessary to ensure that such animals will be kept or maintained in accordance with the findings required by Section 13-44.030 or the requirements of Section 13-04.120.

13-44.050 Limitations on and duration of license.

- A. Each individual additional or unusual animal must be licensed under this chapter. An additional or unusual animal license shall specify the number and types of animals authorized to be kept on the parcel and shall contain any conditions deemed necessary by the Director.
- B. The additional or unusual animal license is non-transferable and must be renewed annually.

C. Failure to comply with the requirements set forth in this title, regulations promulgated by the City Council of the City of Laguna Hills, or conditions imposed by the Director shall constitute cause for denial or revocation of the license.

Chapter 13-48 LICENSING OF ANIMAL FACILITIES

Sections:

<u>13-48.010</u>	Regulations.
<u>13-48.020</u>	Dog kennel.
<u>13-48.030</u>	Cat kennel.
<u>13-48.040</u>	Pet shop.
<u>13-48.050</u>	Veterinary hospitals and clinics.

13-48.010 Regulations.

All animal facilities must comply with the requirements of Section 13-04.120. In addition, the City of Mission Viejo may adopt regulations governing the construction and maintenance of animal facilities licensed under this title, including animal exhibitions, animal rental establishments, kennels, grooming facilities and pet shops. Failure to comply with such regulations shall constitute cause for denial or revocation of such license.

13-48.020 Dog kennel.

In addition to complying with Section 13-04.120, holders of a dog kennel license must comply with the following additional requirements:

A. Dog kennel runs may be of concrete, provided with adequate draining for proper sanitation, or, if sand or pea gravel is used, droppings must be picked up and disposed of and the runs treated periodically with an effective disinfectant.

B. All dogs under the custody or control of a dog kennel must be vaccinated for rabies in accordance with the provisions of Section 13-20.010. Upon the sale of any dog for which a kennel has obtained a vaccination pursuant to this section, the owner of such kennel or pet shop shall provide the purchaser of such dog with the certificate of vaccination.

C. An individual license shall be obtained for each dog, in addition to a kennel license, when such dog is not kept exclusively in a kennel run or cage. No individual license shall be required for any dog in transit, or when attending a dog show in the care of a kennel representative.

D. The holder of a dog kennel license shall keep available for inspection, on the premises, a record that shall show:

1. The name, current address and telephone number of the owner of each animal kept at the kennel;
2. The date such animal entered the kennel;
3. The reason for such animal being at the kennel, such as for boarding, sale, breeding or grooming;
4. The description of the animal, including its age, breed, sex and color; and
5. Vaccination for the prevention of distemper and parvo, date of vaccination, lot number, and manufacturer.

As a part of such record, a current, valid rabies certificate shall be maintained for every dog over four (4) months of age so long as such dog is kept at the kennel.

13-48.030 Cat kennel.

In addition to complying with Section 13-04.120, holders of a cat kennel license must comply with the following additional requirements:

- A. The cat kennel operator shall keep all cats therein under proper confinement on the premises and shall not cause, permit or allow such cats to be or to run at large.
- B. An individual license shall be obtained for each cat, in addition to a kennel license, when such cat is not kept exclusively in a kennel run or cage. No individual license shall be required for any cat in transit, or when attending a cat show in the care of a kennel representative.
- C. Each cat must have been vaccinated with an FVRCP vaccine to prevent feline distemper/panleukopenia.

13-48.040 Pet shop.

In addition to complying with the requirements of Section 13-04.120, the holder of a pet shop license shall obtain a rabies vaccination for each dog within its custody or control in accordance with the provisions of Section 13-20.010. Upon the sale of any dog for which a kennel or pet shop has obtained a vaccination pursuant to this section, the owner of such kennel or pet shop shall provide the purchaser of such dog with the certificate of vaccination.

13-48.050 Veterinary hospitals and clinics.

Veterinary hospitals and veterinary clinics shall be exempt from the provisions of this title with regard to those activities conducted pursuant to any license or permit issued by the state.

Chapter 13-52 ANIMAL EXHIBITIONS

Sections:

<u>13-52.010</u>	Scope.
<u>13-52.020</u>	Food service.
<u>13-52.030</u>	Toilet facilities.
<u>13-52.040</u>	Animal safekeeping.
<u>13-52.050</u>	Water supply.
<u>13-52.060</u>	Fly control.
<u>13-52.070</u>	Final cleanup.
<u>13-52.080</u>	Safety.

13-52.010 Scope.

All animal exhibitions and animal events shall comply with Section 13-04.120 and the requirements of this chapter.

13-52.020 Food service.

All food handling and food preparation at an animal exhibition shall meet the requirements of the California Restaurant Act, Health and Safety Code § 28520 et seq., and applicable county health ordinances and regulations.

13-52.030 Toilet facilities.

Toilets at any animal exhibition shall be either water-flush or the chemical-type. The chemical-type toilets shall be serviced by a licensed vacuum truck. An adequate number of toilets for each sex shall be provided according to the following table:

	No. persons in attendance	
No. toilets required	Male	Female
1	1—100	1—100
2	101—200	101—200
3	201—400	201—400
	Over 400, add 1 toilet for each additional 500 males and 1 for each additional 300 females.	

13-52.040 Animal safekeeping.

All livestock, such as ponies, dogs, monkeys or other animals, are to be kept tied or in cages, so as not to endanger human life or destroy growing crops or other property adjoining the exhibition or event.

13-52.050 Water supply.

All water supplied for domestic use at an animal exhibition or animal event shall be from an approved source of potable water.

13-52.060 Fly control.

Fly breeding shall be controlled by removing all organic waste daily from the premises of an animal exhibition or animal event. This includes cleaning of the vehicles, upon arrival,

that transport the animals. Insecticides, both residual and quick knockdown sprays, shall be available and used as directed by the health officer.

13-52.070 Final cleanup.

All manure, garbage, trash or other types of refuse shall be removed from the premises immediately after the last showing of any event at an animal exhibition or animal event.

13-52.080 Safety.

All electrical wiring, machinery, lighting and other electrical devices, tents, grandstands, amusement rides, compressed gas containers, inflammable liquids and any and all other structural, mechanical, electrical and chemical materials, devices, structures or installations at an animal exhibition shall conform in all respects to the building and safety standards of the city's building and fire codes.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. The City Council finds that the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of
_____ 2017

BARBARA D. KOGERMAN, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2016, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2017, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: LH_Chp. 13-04_Animal Control Ordinance (1133 : Animal Ordinance Update)

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

AFFIDAVIT OF POSTING
AND PUBLICATION

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

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

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

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF LAGUNA HILLS, CALIFORNIA AMENDING
AND RESTATING TITLE 13 OF THE LAGUNA HILLS
MUNICIPAL CODE RELATING TO ANIMAL CONTROL,
WELFARE AND LICENSE REQUIREMENTS

on the _____ day of _____ 20__, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 20__, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: LH_Chp. 13-04_Animal Control_Ordinance (1133 : Animal Ordinance Update)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016
TO: Mayor and Council Members
FROM: Donald J. White
Assistant City Manager
ISSUE: Presentation of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2016

RECOMMENDATION: That the City Council receive and file the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2016, together with the audit letters.

SUMMARY:

Staff is presenting to the City Council the City's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2016. For the past twenty-two years, the City has operated with an Audit Committee to oversee the audit process and review the findings with the auditors. The certified public accounting firm of White Nelson Diehl Evans LLP was engaged by the City to perform the audit of the City's financial statements and rendered an unmodified opinion that the City's financial statements present fairly, in all material respects, the respective financial position of the City. During the financial audit the City's independent auditors did not identify any significant deficiencies in internal control that were considered to be material weaknesses.

BACKGROUND:

I. Comprehensive Annual Financial Report (CAFR), Fiscal Year Ended June 30, 2016

The City's CAFR for the Fiscal Year ended June 30, 2016, is attached to this report. The primary purpose of the CAFR is to provide the public and other interested parties with comprehensive disclosure concerning the City's financial position

and activities. The general objectives of the CAFR include, but are not limited to, the following: (1) fulfilling the City's duty to be publicly accountable and enable users to assess that accountability; (2) assist users in evaluating the operating results of the City for the Fiscal Year ended June 30, 2016; and (3) enable the users to assess the level of services that are provided by the City and the City's ability to meet obligations as they become due.

Staff is confident that the CAFR satisfies these objectives. The independent auditor's opinion letter affords the City Council, and other users, reasonable assurance that the City's basic financial statements are free from material misstatements and that they present fairly, in all material respects, the financial position of the City of Laguna Hills as of June 30, 2016. The auditor's opinion letter is part of the CAFR and can be found on page II-1 of the Financial Section.

The CAFR contains three sections: Introductory, Financial, and Statistical.

Introductory

This section is intended to familiarize the reader with the organizational structure of the City, the nature and scope of City services, the City's financial activities, and the factors that influence these activities. A discussion of the financial information presented in the Financial Section is contained in the Letter of Transmittal, as well as other information useful in assessing the City's economic condition. The Introductory Section is subjective in nature and is excluded from the scope of the independent auditor's examination.

Financial Section

This section, which is the focal point of the CAFR, is comprised of the independent auditor's opinion letter, management's discussion and analysis, and the year-end financial statements, which are categorized as: (a) government-wide financial statements; (b) fund financial statements; (c) notes to the basic financial statements; (d) required supplementary information; and (e) supplementary schedules.

The Management's Discussion and Analysis section offers the readers of the City's financial statement a narrative overview of the financial activities of the City. It provides an analysis of the overall financial position of the City and the results of its operations for the Fiscal Year ended June 30, 2016.

The accompanying Notes to the Basic Financial Statement section provides comprehensive information concerning the significant policies and budgetary procedures implemented by the City. Relevant and material information regarding the data present in the government-wide and fund financial statements are disclosed in compliance with prescribed accounting and reporting standards.

Budgetary comparison for the General Fund is provided in the Required Supplementary Information section, as well as schedules regarding the City's pension plan.

The Supplementary Schedules provide: combining statements for each of the non-major governmental funds; budgetary comparison for the non-major individual governmental funds, capital projects fund, and debt service fund; and a statement of changes in assets and liabilities for the agency fund. A brief narrative description of each of the non-major governmental funds is also provided in this section.

II. Audit Letters by White Nelson Diehl Evans LLP

The letters prepared by the independent auditors are standard letters issued upon completion of an annual audit, which are provided as attachments to this report. The following is a brief description of each of the letters attached:

- Appropriations Limit Calculation

It is required by state law under Article XIII B of the California Constitution that local jurisdictions adopt an appropriations limit on an annual basis establishing the maximum amount of tax money the City can spend during the fiscal year. The law also established the method by which a City must calculate its limit and stipulates that the annual calculation must be reviewed as part of an annual financial audit.

The City calculated its appropriations limit using Article XIII B Appropriations Limitation Uniform Guidelines prepared by the League of California Cities. The independent auditor reviewed the calculation of the appropriations limit for Fiscal Year ending June 30, 2016, and determined the calculation was prepared in accordance with state law, as stated in the letter.

- Internal Control over Financial Reporting

This auditor letter states that in order to determine the audit procedures for the purpose of expressing an opinion on the City's financial statements the auditor must consider the internal control of the City. Effective internal control over financial reporting provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes. The purpose of this letter is to describe the scope of their testing of internal control and compliance, and the results of that testing. The auditor did not identify any deficiencies in internal control that would be considered to be material weaknesses during the audit, as stated in the letter.

- Communication to Those Charged With Governance

This letter addresses the auditor's responsibility under general accepted auditing standards and complies with the requirements of the Statements of Auditing Standards, which provides guidance on the auditor's communication with those charged with governance in relation to an audit of the financial statements. In recognizing the importance of effective two-way communication, these standards provide a framework for the auditor's communication to those charged with governance and identifies some specific matters to be communicated to them. In the letter, the auditor provides those charged with governance information about the auditor's responsibilities, as well as certain information related to the planned scope and timing of the audit.

III. Government Finance Officers Association (GFOA) Award

For the past twenty-three years the City has received awards for excellence in financial reporting from the Government Finance Officers Association (GFOA) of USA and Canada. The GFOA award program was established in 1945 to encourage government units to produce and publish excellent CAFRs and to provide educational assistance and peer recognition. The award certificates are recognized as the highest distinction in government financial reporting. The Certificate of Achievement for Excellence in Financial Reporting for the preceding Fiscal Year ended June 30, 2015, can be found immediately following the Table of Contents in the attached CAFR for Fiscal Year ended June 30, 2016. Staff is confident that this CAFR will be recognized again for its excellence in financial

reporting.

ATTACHMENTS:

- Auditor Letter - Appropriations Limit Calculation
- Auditor Letter - Internal Control over Financial Reporting
- Auditor Letter - Communication to those Charged with Governance
- CAFR FY 2015-16

CITY OF LAGUNA HILLS, CALIFORNIA

APPROPRIATIONS LIMIT WORKSHEET NO. 6

WITH INDEPENDENT ACCOUNTANTS' REPORT
ON AGREED-UPON PROCEDURES
APPLIED TO APPROPRIATIONS LIMIT WORKSHEET

FOR THE YEAR ENDED JUNE 30, 2016

Attachment: Auditor Letter - Appropriations Limit Calculation (1146 : Cafr Fy 2015/16)

WHITE NELSON DIEHL EVANS LLP
 Certified Public Accountants & Consultants

INDEPENDENT ACCOUNTANTS' REPORT
 ON AGREED-UPON PROCEDURES APPLIED
 TO APPROPRIATIONS LIMIT WORKSHEET

Honorable Mayor and
 Members of the City Council
 of the City of Laguna Hills
 Laguna Hills, California

We have performed the procedures enumerated below to the accompanying Appropriations Limit Worksheet No. 6 of the City of Laguna Hills, California for the year ended June 30, 2016. These procedures, which were agreed to by the City of Laguna Hills, California and the League of California Cities (as presented in the League publication entitled "Article XIII-B Appropriations Limit Uniform Guidelines") were performed solely to assist the City of Laguna Hills, California in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution. The City of Laguna Hill's management is responsible for the Appropriations Limit Worksheet No. 6.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed Worksheet No. 6 for the year ended June 30, 2016, and compared the limit and annual adjustment factors included in that worksheet to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheet to those that were selected by a recorded vote of the City Council.

No exceptions were noted as a result of this procedure.

2. For the accompanying Appropriations Limit Worksheet No. 6, we added last year's limit to the total adjustments, and compared the resulting amount to this year's limit. We also recalculated the adjustment factor and the adjustment for inflation and population, and compared the results to the amounts on Worksheet No. 6.

No exceptions were noted as a result of this procedure.

3. We compared the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet No. 6 to the prior year appropriations limit adopted by the City Council for the prior year.

No exceptions were noted as a result of our performing this procedure.

We were not engaged to, and did not, perform an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Worksheet No. 6. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base year, as defined by the League publication entitled "Article XIII-B Appropriations Limit Uniform Guidelines".

This report is intended solely for the information and use of the City Council and management of the City of Laguna Hills, California and is not intended to be, and should not be, used by anyone other than these specified parties.

White Nelson Dickel Evans LLP

Irvine, California
December 5, 2016

CITY OF LAGUNA HILLS

APPROPRIATIONS LIMIT WORKSHEET NO. 6

For the year ended June 30, 2016

Appropriations limit for fiscal year ended June 30, 2015 (see Note 2) \$ 32,414,101

Adjustment factors for the fiscal year ended June 30, 2016 (see Note 2):

	<u>Inflation Factor (Note 3)</u>	<u>Population Factor (Note 4)</u>	<u>Combined Factor</u>	
	1.03820000	1.01080000	1.04941256	x 0.04941256
Adjustment for inflation and population				1,601,664
Other adjustments (Note 5)				<u>-</u>
Total adjustments				<u>1,601,664</u>
Appropriations limit for fiscal year ended June 30, 2016				<u>\$ 34,015,765</u>

Attachment: Auditor Letter - Appropriations Limit Calculation (1146 : Cafr Fy 2015/16)

See accompanying notes to Appropriations Limit Worksheet No. 6.

CITY OF LAGUNA HILLS

NOTES TO APPROPRIATIONS LIMIT WORKSHEET NO. 6

For the year ended June 30, 2016

1. PURPOSE OF LIMITED PROCEDURES REVIEW:

Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIII B, the annual calculation of the appropriations limit is subject to a limited procedures review in connection with the annual audit.

2. METHOD OF CALCULATION:

Under Section 10.5 of Article XIII B, for fiscal years beginning on or after July 1, 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed at Notes 3 and 4 below.

3. INFLATION FACTORS:

A California governmental agency may adjust its appropriations limit by either the annual percentage change in the 4th quarter per capita personal income (which percentages are supplied by the State Department of Finance), or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City of Laguna Hills (the City) for fiscal year 2015-2016 represents the annual percentage change for per capita personal income.

4. POPULATION FACTORS:

A California governmental agency may adjust its appropriations limit by either the annual percentage change of the jurisdiction's own population, or the annual percentage change in population in the County where the jurisdiction is located. The factor adopted by the City for fiscal year 2015-2016 represents the annual percentage change in population for the County in which the City is located.

5. OTHER ADJUSTMENTS:

A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City had no such adjustments for the year ended June 30, 2016.

WHITE NELSON DIEHL EVANS LLP
 Certified Public Accountants & Consultants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
 FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
 BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
 IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and
 Members of the City Council
 of the City of Laguna Hills
 Laguna Hills, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activity, each major fund, and the aggregate remaining fund information of the City of Laguna Hills, California (the City), as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 5, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

White Nelson Diehl Evans LLP

Irvine, California
December 5, 2016

WHITE NELSON DIEHL EVANS LLP

Certified Public Accountants & Consultants

To the Honorable Mayor and
Members of the City Council
of the City of Laguna Hills
Laguna Hills, California

We have audited the financial statements of the governmental activities, business-type activity, each major fund, and aggregate remaining fund information of the City of Laguna Hills, California (the City) for the year ended June 30, 2016. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 27, 2016. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As discussed in Notes 1d to the financial statements, in fiscal year 2015-2016, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 72, "*Fair Value Measurement and Application*". GASB Statement No. 72 requires the City to use valuation techniques which are appropriate under the circumstances and are either a market approach, a cost approach or income approach. GASB Statement No. 72 establishes a hierarchy of inputs used to measure fair value consisting of three levels. Level 1 inputs are quoted prices in active markets for identical assets or liabilities. Level 2 inputs are inputs, other than quoted prices included within Level 1, which are observable for the asset or liability, either directly or indirectly. Level 3 inputs are unobservable inputs, and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. GASB Statement No. 72 also contains note disclosure requirements regarding the hierarchy of valuation inputs and valuation techniques that were used for the fair value measurements. There was no material impact on the City's financial statements as a result of the implementation of GASB Statement No. 72. No other accounting policies were adopted and the application of other existing policies was not changed during the year ended June 30, 2016. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Significant Audit Findings (Continued)

Qualitative Aspects of Accounting Practices (Continued)

The most sensitive estimates affecting the City's financial statements are as follows:

- a. Management's estimate of the fair value of investments is based on quoted prices in an active market. When quoted prices in active markets are not available, fair values are based on evaluated prices received by the City's broker or custodian. Amounts invested in the Local Agency Investment Fund are valued based on information provided by the California Department of Treasury.
- b. Management's estimate of the value of capital assets (infrastructure assets) is based on industry standards.
- c. The estimated useful lives of capital assets for depreciation purposes are based on industry standards.
- d. The annual required contributions, pension expense, net pension liability and corresponding deferred outflows of resources and deferred inflows of resources for the City's public defined benefit plans with CalPERS are based on actuarial valuations provided by CalPERS.
- e. Management's estimate of the claims payable liabilities related to general liability and worker's compensation claims are based on estimates by the claims administrators.

We evaluated the key factors and assumptions used to develop these estimates in determining that they were reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was reported in Note 8 regarding the CalPERS defined benefit plans.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. As a result of our audit related test work, we did not identify any such misstatements.

Significant Audit Findings (Continued)

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 5, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, the schedule of proportionate share of the net pension liability, the schedule of contributions - defined benefit pension plans, and the schedule of revenues, and expenditures and changes in fund balance - budget and actual - general fund, which are required supplementary information (RSI) that supplements the financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual non-major fund financial statements and schedules (supplementary information), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements.

Other Matters (Continued)

We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on them.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

White Nelson Dick Evans LLP

Irvine, California
December 5, 2016



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Assistant to the City Manager/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 direction 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) If any changes are desired to the Representative to the Orange County Fire Authority's Board of Directors, 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, during the December City Council meeting, 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 year, with the departure of Council Member Blount, there is a need to appoint representatives to fill positions vacated by Council Member Blount. The City Council may also choose to make any other changes to the list of "Other Agencies" Appointed Representatives List.

City Council "Other Agencies" Appointed Representatives

December 13, 2016

Page 2

Orange County Fire Authority

This past year Mayor Pro Tempore Sedgwick has served as Director to the Fire Authority's Board of Directors. If the City Council chooses not to make any changes to this appointment then no further action is required. However, should the City Council choose to make a change to the Director, then that action must be formalized by a Resolution, which approval will require a recorded majority vote of the total membership of the City Council. Included as an attachment to this report is the Resolution which would formalize the City Council's change in 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. Form 806 must be updated promptly as changes occur. Included as an attachment to this report is a copy of the currently posted Form 806.

ATTACHMENTS:

- "Other Agencies" Appointed Representatives List
- OCFA Resolution
- Current 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
Audit Committee	Channing Sedgwick Blount	03/14/1995 01/13/2015 12/11/2012
Coastal Greenbelt Authority	Representative: Carruth	12/10/2002
Laguna Canyon Foundation Advisory Council	Representative: Blount	12/11/2012
League of California Cities Voting Delegate to Annual Conference	Delegate: Mayor Alternate: Mayor Pro Tempore	12/10/2002 12/10/2002
Operational Area Council (Emergency)	Representative: Mayor Alternate: Mayor Pro Tempore	12/10/1996 12/14/1999
Orange County Fire Authority	Director : Sedgwick	01/13/2015
OC Public Libraries Library Advisory Board	Representative: Carruth Alternate: Gilbert	02/10/2015 12/11/2012
Orange County Mosquito & Vector Control District	Trustee Member: Kogerman	12/11/2012
South Orange County Watershed Management Area Executive Committee	Member: Blount Alternate: Mayor	02/10/2015
Southern California Association of Governments (SCAG General Assembly)	Delegate: Kogerman Alternate: Blount	01/22/2015 01/27/2015

List of City Representatives

<u>NAME OF AGENCY/COMMITTEE</u>	<u>REPRESENTATIVES</u>	<u>DATE APPOINTED</u>
Transportation Corridor Agency	Director: Carruth	12/13/2011
-San Joaquin Hills Transportation Corridor Agency	Alternate Director: Kogerman	12/10/2013

December 13, 2016
0410-30\CtyClerk\Agendas\Lst City Representatives.doc

Attachment: "Other Agencies" Appointed Representatives List (1150 : City Council "Other Agencies"

RESOLUTION NO. 2016-12-13-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 _____ as Director to the Orange County Fire Authority Board of Directors.

SECTION 2. That the City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 13th day of December 2016.

_____, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2016-12-13-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 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: OCFA Resolution (1150 : City Council "Other Agencies" Appointed Representatives)

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name		California Form 806 For Official Use Only
City of Laguna Hills		
Division, Department, or Region (if Applicable)		
Designated Agency Contact (Name, Title)		Date Posted: 1/06/2016 (Month, Day, Year)
Melissa Au-Yeung		
Area Code/Phone Number	E-mail	Page 1 of 1
949-707-2635	mau-yeung@ci.laguna-hills.ca.us	

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>1 / 13 / 15</u> Appt Date ▶ <u>undefined</u> Length of Term	▶ Per Meeting: \$ <u>100-300 max.</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☐ \$1,001-\$2,000 ☒ <u>\$3,600</u> Other
Orange County Mosquito and Vector Control District	▶ Name <u>Kogerman, Barbara</u> (Last, First) Alternate, if any <u>None</u> (Last, First)	▶ <u>12 / 8 / 15</u> Appt Date ▶ <u>4 yr.</u> Length of Term	▶ Per Meeting: \$ <u>100</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ <u>Other</u>
Southern California Association of Governments (Orange County Council of Government)	▶ Name <u>Kogerman, Barbara</u> (Last, First) Alternate, if any <u>None</u> (Last, First)	▶ <u>1 / 22 / 15</u> Appt Date ▶ <u>2 yr.</u> Length of Term	▶ Per Meeting: \$ <u>120</u> ▶ Estimated Annual: ☐ \$0-\$1,000 ☐ \$2,001-\$3,000 ☒ \$1,001-\$2,000 ☐ <u>Other</u>
Transportation Corridor Agency (San Joaquin Hills Transportation Corridor Agency)	▶ Name <u>Carruth, Melody</u> (Last, First) Alternate, if any <u>Kogerman, Barbara</u> (Last, First)	▶ <u>1 / 27 / 15</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 ☐ <u>Other</u>

3. Verification

I have read and understand FPPC Regulation 18705.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

	<u>Bruce E. Channing</u>	<u>City Manager</u>	<u>1/06/2016</u>
Signature of Agency Head or Designee	Print Name	Title	(Month, Day, Year)

Comment: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: December 13, 2016

TO: Mayor and Council Members

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

ISSUE: La Paz Road Sidewalk Widening Status Report and Determination of Future Project Obligations

RECOMMENDATION: That the City Council review the La Paz Road Sidewalk Widening Project, CIP No. 171, and establish a commitment to the future construction of the originally scoped project by adopting the following position statement: *City Council requests the CTC approve the La Paz Road Sidewalk Widening project ATP scope change request to widen only the northerly La Paz Road sidewalk to eight-feet wide at this time with the City's commitment to widen the southerly sidewalk to eight-feet wide at the earliest future opportunity when funding becomes reasonably available.*

SUMMARY:

The La Paz Road Sidewalk Widening Project, CIP No. 171, was originally developed to widen the existing four-foot wide sidewalk along the southerly side of La Paz Road, adjacent to the frontage of Valencia Elementary School easterly of Paseo de Valencia, and on the northerly side of La Paz Road, from Paseo de Valencia to Grissom Road, to eight feet wide for pedestrian access improvements. Due to the determination that the available Active Transportation Program (ATP) grant funding was inadequate to build this project, the City Council, On June 28, 2016, approved a change to the Scope of Work for the subject project to only widen the northerly sidewalk segment. The oversight agency for the ATP, the California Transportation Commission (CTC), has not been supportive of the project scope change and State staff and City staff have been working for several months to develop a project that can be supported without compromising the City's standards. The State staff expressed a willingness to recommend support of

La Paz Road Sidewalk Widening Status Report and Determination of Future Project Obligations

December 13, 2016

Page 2

the City's scope change if the City was on record with a commitment to the future widening of the southerly La Paz Road sidewalk within a five-year timeframe matching the expected life of the ATP grant program. Staff has provided the City Council with several options to address the pending project scope change request.

BACKGROUND:

The La Paz Road Sidewalk Widening Project, CIP No. 171, seeks to expand the existing sidewalk in the general vicinity of Valencia Elementary School from the existing four-foot width to an arterial highway standard eight-foot width to better accommodate pedestrians, encourage active transportation travel modes, and to specifically facilitate access for elementary school aged pedestrians attending Valencia Elementary School. The original project limits were: (1) on the northerly side of La Paz Road from Paseo de Valencia to Grissom Road; and (2) on the southerly side of La Paz Road from Paseo de Valencia to 800' easterly, coincident with the Valencia Elementary School frontage.

Upon the substantial completion of the design for this project last spring, it was determined that the project costs would far exceed available grant funds and the project budget due to previously unknown geotechnical conditions requiring enhanced retaining wall designs and the high cost of real estate acquisition necessary for the project right-of-way. To address this issue, following the State process for the review and approval of ATP project scope changes, the local Metropolitan Planning Organization, the Southern California Association of Governments (SCAG), was requested to approve a scope change to align the project limits with the budget while maintaining a meaningful project. On June 15, 2016, SCAG approved the City's requested scope change for this project to focus the sidewalk widening project on only the northerly side of La Paz Road. The City Council, on June 28, 2016, approved this specific project scope change, as well. Staff also submitted a new grant application for Cycle 3 ATP grant funding seeking additional funds for the southerly sidewalk widening portion of the project but that funding request was not approved by the CTC.

Subsequent to City Council approval of the project scope change, on August 18, 2016, the oversight agency for the ATP, the CTC, changed their procedures for the evaluation of ATP project scope changes and required the City's La Paz Road Sidewalk Widening scope change request to be re-evaluated. The project scope change request was then presented on October 20, 2016, to the CTC with the newly required analysis and evaluation of the benefits of the proposed revised project scope. CTC Board Members

La Paz Road Sidewalk Widening Status Report and Determination of Future Project Obligations

December 13, 2016

Page 3

expressed a lack of support for the City's project scope change due to their perception that the resulting project would have reduced ATP benefits. However, the CTC deferred formal action on the scope change request pending another round of evaluations of project alternatives.

City staff and both Caltrans and CTC staff held two field meetings at the project site on November 4 and November 7, 2016, to review the needs for the project and to evaluate alternative design suggestions. It was clearly apparent to all in attendance that the need for the project to widen the sidewalk was obviously demonstrated by the pedestrian activity at the site. Staff and our design consultant then evaluated a multitude of alternate project designs, their impacts, and their costs. In the final analysis; however, staff has determined there are only two project options that reasonably fit the grant funding and budget while maintaining the beneficial effectiveness of the project without compromising compliance with County and City highway standards and traffic safety.

The first project option is to proceed with the right-of-way acquisition and only the widening of the northerly La Paz Road Sidewalk to eight feet consistent with the original project scope. This approach will expand the road right of way and not impact current lane assignments, bike lanes or traffic flow. The second project option is to remove the raised and landscaped median island in La Paz Road and widen only the northerly sidewalk to eight feet, without right-of-way acquisition, by using the space created by the removed island, resulting in a narrowing of the overall roadway. This approach will remove the opposing vehicle physical separation to be replaced with centerline striping and diminish aesthetic benefits of the raised median island but will otherwise maintain the existing lane assignments and bike lanes. A minor impact to traffic flow may result from this design option. Both project options could include the addition of a short retaining curb on the southerly side of La Paz Road, with right-of-way acquisition from the school, to restore the existing four-foot wide sidewalk along the Valencia Elementary School frontage as an interim improvement for that current sidewalk width condition.

Staff has shared this analysis and conclusions with the CTC staff in anticipation of this matter being heard by the CTC Board on December 7, 2016, in our continuing efforts to gain approval of the project scope change request. The State staff expressed a willingness to recommend support of the City's scope change request only if the City was on record with a commitment to the future widening of the southerly sidewalk

La Paz Road Sidewalk Widening Status Report and Determination of Future Project Obligations

December 13, 2016

Page 4

within a five-year timeframe matching the expected life of the ATP grant program. Consequently, the CTC Board review of this matter has been continued to January 18, 2017, to allow the City Council to consider the requested confirmation of a commitment to the original project scope.

The City Council is requested to state its position as to the future widening of the southerly La Paz Road sidewalk. The City Council could adopt any of the following position statements to address this issue:

1. *"City Council requests the CTC approve the La Paz Road Sidewalk Widening project ATP scope change request to widen only the northerly La Paz Road sidewalk to eight feet wide as submitted."*

This position is consistent with the project funding, would allow the City the flexibility to proceed with either project option one or two, as described above, and does not obligate the City to proceed with the southerly sidewalk widening at any particular time. While it is likely the CTC staff will recommend denial of this position, the CTC Board will make the final decision.

2. *"City Council requests the CTC approve the La Paz Road Sidewalk Widening project ATP scope change request to widen only the northerly La Paz Road sidewalk to eight feet wide at this time with the City's commitment to widen the southerly sidewalk to eight feet wide at the earliest future opportunity when funding becomes reasonably available."*

This position would allow the project to proceed and provide the City with flexibility on the timeframe to make all reasonable efforts to identify funding sources for the southerly sidewalk widening portion of this project. While it is also likely the CTC staff will recommend denial of this position, the CTC Board will make the final decision.

3. *"City Council requests the CTC approve the La Paz Road Sidewalk Widening project ATP scope change request to widen only the northerly La Paz Road sidewalk to eight feet wide at this time and the City hereby commits to widen the southerly sidewalk to eight feet wide within five fiscal years."*

This position will likely be supported by CTC staff but it obligates the City to an unrealistic timeframe and significant budget impact to develop up to \$1,000,000

La Paz Road Sidewalk Widening Status Report and Determination of Future Project Obligations

December 13, 2016

Page 5

of new funding for this project without consideration of other City priorities or future unknown needs.

4. *"City Council has determined the La Paz Road Sidewalk Widening project is no longer feasible and hereby withdraws the project from the ATP."*

This position to close the project would leave the status quo of the existing field conditions and likely cause the City to have to absorb the expenditures to date for the design and right-of-way support services. The project plans will be "shovel ready" should new future funding sources be identified but no ATP benefits would accrue to the community in the near term.

Staff recommends the City Council adopt position statement number 2 above in order to reiterate to the CTC Board the significance of this project to the community and to confirm the City's intent to complete the project.

CEQA FINDINGS:

City Council has previously adopted a Categorical Exemption for this project in accordance with the following CEQA Guidelines: Section 15301, Class 1, "Existing Facilities;" Section 15302, Class 2, "Replacement or Reconstruction;" Section 15303, Class 3, "New Construction;" Section 15304, Class 4, "Minor Alterations to Land;" and Section 15305, Class 5, "Minor Alterations in Land Use Limitations."

FISCAL IMPACT:

The Capital Improvement Program Budget for the La Paz Road Sidewalk Widening Project, CIP No. 171, is included in the current budget cycle in the total amount of \$565,000 (inclusive of \$478,000 of ATP grant funds). Expenditures to date for design and right-of-way support services total approximately \$80,000.

The widening of only the northerly La Paz Road Sidewalk has a budget estimate total ranging from \$514,000 to \$639,000, depending upon the project approach selected.

The widening of the southerly La Paz Road Sidewalk would incur an additional cost estimated to be from \$900,000 to \$1,000,000, including right-of-way acquisition, construction, and support services. Funding is not currently identified for this portion of the project.