



Joshua Sweeney
Mayor

Don Caskey
Mayor Pro Tempore

Jared Mathis
Council Member

Erica Pezold
Council Member

Dave Wheeler
Council Member

City of Laguna Hills City Council / Planning Agency

Regular Meeting Agenda
Tuesday, July 8, 2025 - 6:00 PM
(Closed Session at 5:00 p.m. when scheduled)

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

In Person Public Comments: Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, as determined by the Mayor, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by [email to the City Clerk](#) no later than 2 hours prior to the meeting on Tuesday, July 8, 2025. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by the deadline on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by the deadline on Tuesday, July 8, 2025. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, X (formerly Twitter), etc.) will not be accepted.

For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via [email](#).

General Business Convening at 6:00 PM

Call to Order

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

Invocation

Pledge of Allegiance: Mayor Pro Tempore Caskey

Roll Call of City Council Members

1. Presentations and Proclamations

1.1 Certificates of Recognition - Little League District 55 Tournament of Champions 2025 Winners, Laguna Hills Major Division Dodgers

Recommendation: That the City Council congratulate the Laguna Hills Little League Major Division Dodgers for their victory in the 2025 Tournament of Champions for District 55 and that Mayor Sweeney present Certificates of Recognition to the team.

1.2 Certificate of Recognition-Eagle Scout Luke Friedl

Recommendation: That the City Council congratulate Luke Friedl for earning the rank of Eagle Scout as a member of Troop 700, and that Mayor Sweeney present him with a Certificate of Recognition in honor of this outstanding achievement.

2. Schedule of Future Events

2.1 Schedule of Future Events

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

3. Public Comments

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, as determined by the Mayor, and a total time limit of thirty minutes.

4. Consent Calendar

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

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

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

4.2 Approval of Minutes for June 24, 2025, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 24, 2025, Regular Meeting.

4.3 Approval of Minutes for June 25, 2025, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 25, 2025, Special Meeting.

4.4 Ratification of July 8, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 14, 2025, to June 26, 2025, in the amount of \$513,284.96.

4.5 Authority to Advertise Laguna Hills Community Center Electrical Improvements Project, CIP 520

Recommendation: That the City Council: 1. Approve the plans and specifications for the Laguna Hills Community Center Electrical Improvements Project, CIP No. 520; 2. Authorize the advertisement for bids for the Laguna Hills Community Center Electrical Improvements Project, CIP No. 520; 3. Authorize the City Engineer to make minor edits to the plans and specifications as necessary; and 4. Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - “Existing Facilities.”

4.6 Opposition Letter to the Proposed Compass Battery Energy Storage System (BESS) Facility in San Juan Capistrano

Recommendation: That the City Council authorize the Mayor to sign and submit the attached letter expressing the City of Laguna Hills’ formal opposition to the proposed Compass Battery Energy Storage System (BESS) facility in the City of San Juan Capistrano.

Items Removed from the Consent Calendar

5. Planning Agency

The Planning Agency is called to order only if there are items scheduled to be presented to the Planning Agency.

6. City Council Public Hearings

6.1 Confirmation of 2025 Weed Abatement Cost Report

Recommendation: That the City Council:

1. Conduct a public hearing regarding the 2025 Weed Abatement Cost Report; and
2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Confirming the 2025 Weed Abatement Cost Report and Providing for the Collection of Weed Abatement Assessments on the Next Regular Tax Bill Levied Against the Subject Parcels for Municipal Purposes."

6.2 Proposed Update to City's False Alarm Fee

Recommendation: That the City Council:

1. Conduct a public hearing; and
2. Adopt a Resolution entitled: "A Resolution of the City of Laguna Hills, California, Updating the City's False Alarm Fee, Repealing Resolution No. 2021-10-12-4, and Finding that the Action is Statutorily Exempt from the California Environmental Quality Act (CEQA) Per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8)"

7. Administrative Reports

7.1 City Manager

7.2 City Attorney

7.2.1 Approval of Resolution to Appoint Joseph Ames as Interim City Manager and Approval of Resolution to Appoint Joseph Ames as Assistant City Manager/Public Works Director/City Engineer After City Council Appoints A Permanent City Manager

Recommendation: That the City Council:

1. Receive an oral report providing a summary of proposed changes to the annual base salary and benefits for Joseph Ames, Assistant City Manager/Public Services Director/City Engineer, to serve as Interim City Manager as set forth in the Proposed City Manager Employment Agreement;
2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Appointing Joseph Ames as Interim City Manager and Approving and Authorizing the Mayor to Execute an Interim City Manager Employment Agreement";
3. Receive an oral report providing a summary of the annual base salary and benefits for Joseph Ames, Assistant City Manager/Public Services Director/City Engineer, provided to Joseph Ames upon conclusion of his temporary appointment as Interim City Manager and continuing to serve as Assistant City Manager/Public Services Director/City Engineer as set forth in the Proposed City Manager Employment Agreement; and
4. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Appointing Joseph Ames as Assistant City Manager and Approving and Authorizing the Mayor to Execute an Assistant City Manager Employment Agreement".

7.3 Assistant City Manager

7.3.1 Vegetation Management on City-Owned Parcels

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

7.4 Community Services Director

7.4.1 2025 Senior Mobility Program Update

Recommendation: That the City Council receive an update on the Senior Dial-A-Taxi program.

7.5 Chief of Police Services

7.5.1 Public Safety Update

Recommendation: That the City Council receive an update on public safety activities, including updates on crime trends.

8. Matters Agendized and Presented by City Council Members

9. City Council Member Committee Reports

9.1 Committee Assignment Report

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be August 26, 2025, at 6:00p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by July 3, 2025, at 5:00p.m.



Jennifer Lee, CMC, City Clerk

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please contact the office of the City Clerk at (949) 707 2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.

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



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Jennifer Lee, City Clerk
Issue: Certificates of Recognition - Little League District 55 Tournament of Champions 2025 Winners, Laguna Hills Major Division Dodgers

Recommendation: That the City Council congratulate the Laguna Hills Little League Major Division Dodgers for their victory in the 2025 Tournament of Champions for District 55 and that Mayor Sweeney present Certificates of Recognition to the team.

Background:

Laguna Hills Little League (LHLL) is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest. The Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo in the District 55 Tournament of Champions to bring the banner back to Laguna Hills.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

1. Certificates of Recognition for LHLL Major Division Dodgers



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

ADAM MANDEL

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

XAVIER LASALA

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

MICHAEL ORDUÑO

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

HENRY STEVENS

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

CRUZ ADLONG

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

AIDEN SIPKOVICH

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

CAYDEN GOODMAN

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

ALEX TSUJIUCHI

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

OLIVER FAST

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

ZAKARY MANISTA

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

NOAH RIONDET

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

EVAN CHOO

**Laguna Hills Little League Major Division Dodgers
2025 Tournament of Champions Winners**

WHEREAS, Little League is a leadership program designed to help children learn good sportsmanship, honesty, loyalty, courage, and respect for peers and authority figures.

WHEREAS, Laguna Hills Little League is a non-profit corporation based in Laguna Hills, California, and a member of Little League District 55, which consists of 7 leagues in the South Orange County area, including Laguna Hills, Laguna Beach, Laguna Niguel, Aliso Viejo, Irvine Ranch, Northwood, and Lake Forest; and

WHEREAS, the Laguna Hills Little League Major Division Dodgers defeated Northwood, Laguna Beach, and Aliso Viejo to bring the Tournament of Champions banner back to Laguna Hills; and

WHEREAS, the players, coaches, and families of Laguna Hills Little League Major Division Dodgers have demonstrated integrity, effort, and a love for the game that inspires others and reflects positively on our entire community;

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby commend your hard work and determination, and extend sincere congratulations and appreciation for a successful season.

Dated this 8th day of June 2025.

JOSHUA SWEENEY, MAYOR



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Kayle McDonald, Deputy City Clerk
Issue: Certificate of Recognition-Eagle Scout Luke Friedl

Recommendation: That the City Council congratulate Luke Friedl for earning the rank of Eagle Scout as a member of Troop 700, and that Mayor Sweeney present him with a Certificate of Recognition in honor of this outstanding achievement.

Background:

Luke Friedl, a lifelong resident of Laguna Hills, recently achieved the rank of Eagle Scout as a member of Troop 700. For his Eagle Project, he created, hosted, and directed a youth cross-country meet, called the Eagle XC Invitational, to benefit 3rd through 8th graders in the Parochial Athletic League, with ten schools sending teams to compete in the event. Eagle Scout is the highest rank available to youth members of the Boy Scouts of America requiring years of dedication, leadership, merit, and commitment. It is in order to recognize Luke's accomplishment.

Fiscal Impact:

There is no fiscal impact associated with this item.

Attachments:

1. Certificate of Recognition-Eagle Scout Luke Friedl



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

LUKE FRIEDL
Eagle Scout

WHEREAS, Eagle Scout is the highest rank available to youth members of the Boy Scouts of America and demonstrates how this great organization, can truly help mold a young individual with a solid sense of leadership, citizenship and responsibility; and

WHEREAS, rank of the Eagle Scout is the highest achievement in Scouting, requiring years of dedication, leadership, merit and commitment to community service; and

WHEREAS, such an accomplishment deserves public recognition and serves as an inspiration to other youth and citizens alike; and

WHEREAS, Luke Friedl has completed the requirements of the Eagle Scout rank and has demonstrated Scout Spirit.

NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Luke Friedl for his achievement of attaining the rank of Eagle Scout.

Dated this 8th day of July 2025.

JOSHUA SWEENEY, MAYOR



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Kayle McDonald, Deputy City Clerk
Issue: Schedule of Future Events

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

Meetings:

City Council/Planning Agency Regular Meetings

Tuesday, August 26th, 6:00 p.m., Laguna Hills Civic Center Council Chamber
Tuesday, September 9th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Traffic Commission Meeting

Wednesday, July 16th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Parks and Recreation Commission Meeting

Wednesday, August 6th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events:

[Summer Concert Series-Radio Royalty](#)

Friday, July 18th, 6:30 p.m., Laguna Hills Community Center

[Summer Concert Series-Family Style](#)

Friday, August 1st, 6:30 p.m., Laguna Hills Community Center

[Movies in the Park-The Sandlot](#)

Friday, August 8th, 6:30 p.m., Laguna Hills Community Center

[Movies in the Park-The Wild Robot](#)

Friday, August 15th, 6:30 p.m., Beckenham Park

[Movies in the Park- Inside Out 2](#)

Friday, August 22, 6:30 p.m., Santa Vittoria

Excursions:**[Excursion to California Surf Museum](#)**

Sunday, July 13th, 8:30 a.m., Laguna Hills Community Center

[Excursion to Hilbert Museum](#)

Wednesday, July 16th, 9:30 a.m., Laguna Hills Community Center

[Excursion to La Jolla Historical Society & Concert](#)

Sunday, July 20th, 10:00 p.m., Laguna Hills Community Center

[Excursion to Friday Nights at the Gamble House](#)

Friday, July 25th, 2:00 p.m., Laguna Hills Community Center

Attachments:

1. Event Flyer(s)

CITY OF LAGUNA HILLS

SUMMER

Concert Series

July 18 - Radio Royalty

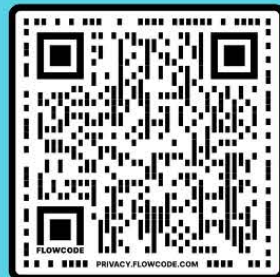
August 1 - Family Style

August 29 - *Symphony
on the Go!* *This
concert will take place
at 6pm at Cabot Park

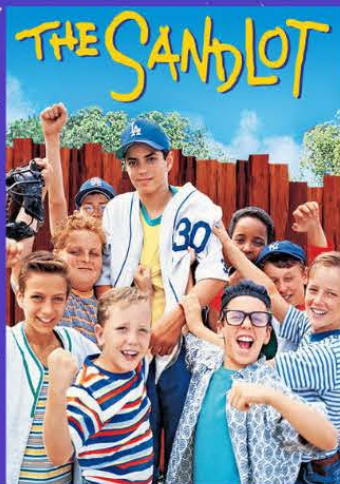


Concerts will be held outdoors at the
Laguna Hills Community Center from
6:30-8:30pm. Bring your chairs and come
hungry-there will be food trucks!

25555 Alicia Pkwy
949-707-2680



CITY OF LAGUNA HILLS Movies *in the* Park



August 8
Community
Center



August 15
Beckenham
Park



August 22
Santa
Vittoria
Park

Bring your chairs, blankets, and picnic for a family fun movie night! Festivities begin at 6:30pm and movies will begin about 10 minutes after sunset.



Scan QR
code for
more event
information:



Excursion to California Surf Museum



Founded in 1986, the California Surf Museum is a hidden gem in Oceanside with a mission to preserve the surfing heritage. The California Surf Museum serves as an international repository and resource center on the lifestyle sport of surfing through capturing, preserving, and chronicling its art, culture, and heritage for the education and enjoyment of future generations. Explore a collective curation of surf history featuring a permanent collection of exhibits that chronicle the history and fun of surfboards and wave-riding for the past 30 years and the many revolving exhibits each year. Be sure to bring water, some snacks/sack lunch or purchase from the food vendors nearby. On your own, explore nearby shops and eateries in the surrounding area. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 1684

***Registration begins May 13, 2025 7/13 8:30AM-7:00PM Sunday**

Fee: Resident \$25, Non-Resident \$30

Like us on  at www.facebook.com/lagunahillscscc

To register or for more information, please call (949) 707-2680 or visit

www.lagunahillscsca.gov

Excursion to Hilbert Museum



The Hilbert Museum of California Art at Chapman University opened in 2016 and is the home of one of the world's largest collections of California narrative art; the only museum in the world committed to tracing the rich, iconic history of the Golden State from the 1900s to the present. The museum has since undergone an ambitious three-year project to expand from 7,000 to 22,000 sq. ft. on the same site. The new two-building venue offers 26 galleries for rotating displays of more than 5,000 oils, watercolors and drawings depicting everyday California life. Be sure to bring water, some snacks/sack lunch or purchase from the food vendors on site or nearby in Old Towne Orange. On your own, explore the many surrounding shops and eateries. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 1683

7/16 9:30AM-5:00PM Wednesday

Fee: Resident \$15, Non-Resident \$20

To register or for more information, please call (949) 707-2680 or visit

www.lagunahillsca.gov

Excursion to La Jolla

Historical Society & Concert



Venture with us as we head down to San Diego in the van to La Jolla Historical Society as we join a guided tour of their historic property, current exhibition, and walking tour focused on the regional history and culture of this region that is approximately 60 minutes and 1.5 miles at a comfortable pace. Lastly, enjoy La Jolla Concerts by the Sea at the Scripps Park at La Jolla Cove. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

***Registration begins May 13, 2025**

Class# 1685

7/20 10:00AM-8:00PM Sunday

Fee: Resident \$35, Non-Resident \$40

Like us on  at www.facebook.com/lagunahillscs

To register or for more information, please call (949) 707-2680 or visit

www.lagunahillscs.gov

Excursion to Friday Nights at the Gamble House



The Gamble House is a National Historic Landmark and a California Historical Landmark, showcasing early 20th-century Craftsman architecture. Explore the first floor of the Gamble House with docents available to answer questions in each room. This event features local musicians on the rear terrace of the Gamble House, offering a relaxing atmosphere. Be sure to bring a blanket and pack a picnic to enjoy while listening to live music or purchase from the food vendor nearby. **Please note: additional out of pocket expense is required for admission. It's either \$40 w/ wine tasting or \$5 w/out wine tasting.** Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

***Registration starts on May 13, 2025**

Class# 1686

7/25 2:00PM-10:00PM Friday

Fee: Resident \$20, Non-Resident \$25

Like us on  at www.facebook.com/lagunahillscscc

To register or for more information, please call (949) 707-2680 or visit www.lagunahillscsca.gov

**City of Laguna Hills
City Council / Planning Agency
Regular Meeting
Minutes
Tuesday, June 24, 2025**

General Business Convening at 6:00 PM

Call to Order

The meeting was called to order at 6:00 p.m. by Mayor Sweeney.

Invocation: Mayor Sweeney

Pledge of Allegiance: Council Member Wheeler

Roll Call of City Council Members

Present:

Mayor Joshua Sweeney
Mayor Pro Tempore Don Caskey
Council Member Jared Mathis
Council Member Dave Wheeler

Absent:

Council Member Erica Pezold

1. Presentations and Proclamations

1.1 Proclamation for Parks Make Life Better Month

The City Council issued a Proclamation declaring July 2025 as Parks Make Life Better Month and Mayor Sweeney presented the Proclamation to City staff.

2. Schedule of Future Events

2.1 Schedule of Future Events

City Clerk Lee announced the upcoming meetings and events.

Mayor Sweeney received consensus from the City Council to take Item No. 6.1 out of order on the Agenda.

6. City Council Public Hearings

6.1 General Plan Amendment RZNE-0013-2024, a Minor Amendment to the Laguna Hills General Plan Mobility Element to Reflect Changes Made to the Orange County Master Plan of Arterial Highways to Modify Major and Secondary Arterials to Collector Arterials

Recommendation: That the City Council:

1. Conduct a public hearing;
2. Find and determine that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and 15378; and,
3. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Making a Determination that the Project is Exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) and 15378, and Approving General Plan Amendment No. RZNE-0013-2024, a Minor Amendment to the General Plan Mobility Element to Modify Major and Secondary Arterials to Collector Arterials for Paseo de Valencia Between Alicia Parkway and Cabot Road, and Cabot Road Between Paseo de Valencia and El Paseo."

Council Member Mathis does not have a legal conflict of interest, but out of an abundance of caution, he recused himself from discussion/action on Item No. 6.1.

Community Development Director Jennifer Lowe reviewed the information provided in the staff report and provided a PowerPoint presentation.

Mayor Sweeney opened the public hearing.

The following individual(s) submitted an electronic public comment on Item No. 6.1 that was forwarded to the City Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Susan and Mark Nicolosi

The following individuals addressed the City Council on public hearing item no 6.1:

Allison Murillo	Susie Holloway	Richard
Tom Robe	Dave Holloway	Dawn Ford
Beverly Thies	Lamar Kirchhevel, P.E.	Jean Kirchhevel

City Manager Hildenbrand responded to requests for additional information.

Assistant City Manager Ames responded to requests for additional information.

A motion to continue the public hearing to the September 9, 2025, regular meeting at 6:00 p.m. was moved by Mayor Sweeney, seconded by Mayor Pro Tempore Caskey.

Roll Call Vote Result: Passed
Yes 3, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Wheeler
Nays: None
Abstain: None

Council Member Mathis rejoined the meeting.

3. Public Comments

The following individual(s) provided public comments on non-agendized items:

Tom Robe

Heidi Prescott

Interim Community Services Director Gannon responded to requests for additional information.

City Attorney Simonian responded to requests for additional information.

Chief of Police Services, Captain Burk responded to requests for additional information.

4. Consent Calendar

A motion to approve the balance of the Consent Calendar with Council Member Wheeler removing Item No. 4.5, Item No. 4.6, Item no. 4.7, and Item No. 4.8 was moved by Council Member Wheeler, seconded by Council Member Mathis.

Roll Call Vote Result: Passed

Yes 4, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

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

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

4.2 Approval of Minutes for June 10, 2025, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the June 10, 2025, Regular Meeting.

4.3 Approval of Minutes for June 17, 2025, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the June 17, 2025, Special Meeting.

4.4 Ratification of June 24, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 30, 2025, to June 13, 2025, in the amount of \$1,292,085.26.

4.9 Amendment No. 1 to Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc.

Recommendation: That the City Council approve proposed Amendment No. 1 to the current Citywide Weed Abatement Maintenance Services Agreement with Specialty Mowing Services, Inc., and authorize the Mayor to execute the Agreement.

4.10 Assignment and Assumption of Lease and First Amendment to Lease with Premier Group International, an Investigative and Security Corporation, a California corporation, for 24031 El Toro Road, Suite 203, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the proposed assignment and assumption agreement for 24031 El Toro Road, Suite 203, Laguna Hills, California; 2. Approve the first amendment to the lease agreement with Premier Group International, an Investigative and Security Corporation, a California corporation, for 24031 El Toro Road, Suite 203, Laguna Hills, California; and 3. Authorize the City Manager to make minor modifications, as necessary, to the assignment and assumption agreement and to the first amendment to the lease agreement and to execute both agreements.

4.11 First Amendment to Lease with Layla Fijany, DDS MS Corp., a California corporation, for 24031 El Toro Road, Suite 205, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the first amendment to the lease agreement with Layla Fijany, DDS MS Corp., a California corporation, for 24031 El Toro Road, Suite 205, Laguna Hills, California; and 2. Authorize the City Manager to make minor modifications, as necessary, to the first amendment to the lease agreement and to execute the first amendment to the lease agreement.

4.12 Adoption of Fiscal Year 2025/2026 Civic Center Budget

Recommendation: That the City Council approve and adopt the FY2025/2026 Civic Center Budget.

4.13 Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association

Recommendation: That the City Council:

1. Adopt a Resolution No. 2025-06-24-1: "A Resolution of the City of Laguna Hills, California, Adopting a Memorandum of Understanding Between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA), and Superseding All Previous LHCEA Memorandums of Understanding Effective July 1, 2025"; and
2. Authorize the City Manager to execute the Memorandum of Understanding.

Items Removed from the Consent Calendar

4.5 Treasurer's Investment Report for May 2025

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of May 2025.

Council Member Wheeler removed Item No. 4.5 from the Consent Calendar to request additional information.

Finance Director Hendrickson responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Wheeler, seconded by Council Member Mathis.

Roll Call Vote Result: Passed
Yes 4, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

4.6 Development Application Status Report

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

Council Member Wheeler removed Item No. 4.6 from the Consent Calendar to request additional information.

Community Development Director Lowe responded to Council Member requests for additional information.

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

A motion to receive and file the report was moved by Council Member Wheeler, seconded by Mayor Sweeney.

Roll Call Vote Result: Passed
Yes 4, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

4.7 Award of Professional Services Agreement to KOA Corporation, Inc. to Develop the Laguna Hills Citywide Safety Action Plan

Recommendation: That the City Council approve the proposed Professional Services Agreement with KOA Corporation, Inc., and authorize the City Manager to execute the Agreement.

Council Member Wheeler removed Item No. 4.7 from the Consent Calendar to request additional information.

Assistant City Manager Ames responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Wheeler, seconded by Council Member Mathis.

Roll Call Vote Result: Passed
Yes 4, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

4.8 Award of a Professional Services Agreement to GMU Geotechnical, Inc. for On-Call Plan Check, Geotechnical and Pavement Engineering and Inspection Consulting Services

Recommendation: That the City Council approve the proposed Professional Services Agreement with GMU Geotechnical, Inc., in the amount of \$50,000, and authorize the City Manager to execute the Agreement.

Council Member Wheeler removed Item No. 4.8 from the Consent Calendar to request additional information.

Assistant City Manager Ames responded to Council Member requests for additional information.

A motion to approve staff's recommendation was moved by Council Member Wheeler, seconded by Mayor Sweeney.

Roll Call Vote Result: Passed Yes 4, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis, Council Member Wheeler

Nays: None

Abstain: None

5. Planning Agency

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

6. City Council Public Hearings

6.2 Public Hearing and Second Reading and Adoption of Introduced Ordinance Adopting the Local Area Responsibility Area Fire Hazard Severity Zones Map as Required by California Government Code Section 51179

Recommendation: That the City Council:

1. Conduct a public hearing; and
2. Adopt an Ordinance entitled: "An Ordinance of the City Council of the City of Laguna Hills, California, Adding Chapter 10-84 to the Laguna Hills Municipal Code Adopting the Local Responsibility Area Fire Hazard Severity Zones Map as Designated by the California Department of Forestry and Fire Protection;"

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

Mayor Sweeney opened the public hearing.

Mayor Sweeney closed the public hearing.

A motion to approve staff's recommendation was moved by Mayor Pro Tempore Caskey, seconded by Council Member Wheeler.

Roll Call Vote Result: Passed
Yes 4, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis, Council Member Wheeler
Nays: None
Abstain: None

7. Administrative Reports

7.1 City Manager

The City Manager provided no administrative reports.

7.2 Finance Director

7.2.1 Employment Classifications, Salary Ranges, and Benefits for Management, Confidential, and Part-Time Classes of Employment with the City

Recommendation: That the City Council:

1. Adopt a Resolution No. 202-06-24-2: "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. 2023-07-11-4"; and
2. Approve the City's Employee Position Allocation.

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

A motion to approve staff's recommendation was moved by Council Member Mathis, seconded by Mayor Pro Tempore Caskey.

Roll Call Vote Result: Passed

Yes 4, No 0, Abstained 0

Ayes: Mayor Sweeney, Mayor Pro Tempore Caskey, Council Member Mathis, Council Member Wheeler
Nays: None
Abstain: None

7.3 Chief of Police Services

7.3.1 Public Safety Update

Chief of Police Services, Captain Burk provided a public safety update report and responded to Council Member requests for additional information.

8. Matters Agendized and Presented by City Council Members

There were no matters agendized by City Council Members.

9. City Council Member Committee Reports

9.1 Committee Assignment Report

The City Council received reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. City Council Member Comments

Council Member Wheeler

Council Member Wheeler requested a discussion on timelines for applications for building permits be agendized for a future meeting and received a second from Council Member Mathis.

Mayor Pro Tempore Caskey

Mayor Pro Tempore Caskey requested to expand the discussion to include construction timelines and received a second from Council Member Wheeler.

Adjournment

There being no further business before the City Council at this session, Mayor Sweeney declared the meeting adjourned at 7:42 p.m.

Jennifer Lee, City Clerk

ATTEST:

Joshua Sweeney, Mayor

Approved at meeting of July 8, 2025.

**City of Laguna Hills
City Council
Special Meeting
Minutes
Wednesday, June 25, 2025**

Call to Order

The meeting was called to order at 11:02 p.m. by Mayor Sweeney.

Roll Call of City Council Members

Present:

Mayor Joshua Sweeney
Mayor Pro Tempore Don Caskey
Council Member Jared Mathis
Council Member Dave Wheeler

Absent:

Council Member Erica Pezold

Public Comments

There were no public comments on the special meeting items.

City Council Workshop Item(s)

1 Discussion of Governance Best Practices and City Council's Long-Term Vision

Recommendation: That the City Council receive governance and strategic planning training in open session, facilitated by Jacob Green and Associates, Inc. (JGA), to discuss governance best practice and to begin the process of building alignment around the City Council's long-term vision.

The City Council received a presentation from Jacob Green and Associates.

Announcement of Closed Session Item(s)

A. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957(b)(1)
Public Employee Title: City Manager

B. Public Employment

Government Code Section 54957(b)(1)
Titles: City Manager
Interim City Manager
Acting City Manager

C. Public Employee Appointment and Employment

Government Code Section 54957(b)(1)

Titles: Interim City Manager

Acting City Manager

Adjourn to City Council Conference Room or City Council Chamber

Convene into Closed Session

The City Council convened into closed session to consider the matters listed above.

Reconvene to City Council Chamber

Closed Session Report

The City Council convened into Closed Session this afternoon pursuant to the authorities listed on the Special Meeting Closed Session Agenda.

Closed Session Item “A” – No reportable action taken

Closed Session Item “B” – No reportable action taken

Closed Session Item “C” – The following reportable action was taken by the City Council:

After serving the City of Laguna Hills for three years, City Manager Jarad Hildenbrand recently announced that he will be resigning in order to accept a new City Manager position with the City of Orange. Mr. Hildenbrand submitted his letter of resignation to Mayor Sweeney yesterday, June 24, 2025. His last day with the City of Laguna Hills will be August 8th. His resignation will be effective at the end of the day, Friday, August 8th.

As a result of this afternoon’s Closed Session, the City Council voted (4-0-1 / Council Member Pezold Absent) to appoint Assistant City Manager/Public Works Director/City Engineer Joe Ames as the Acting City Manager, effective 5:01 p.m. on Friday, August 8th, pending the preparation by the City Attorney of an Interim City Manager Employment Contract. It is the intention of the City Council to enter into an Interim City Manager Employment Contract with Mr. Ames, along with an Assistant City Manager Employment Agreement with Mr. Ames, which is to become effective after Mr. Ames completes his Interim City Manager services engagement, which proposed agreements are anticipated to be presented for review, consideration, and approval by the Council at the July 8, 2025, regular City Council meeting. Upon Council approval of a proposed Interim City Manager

Employment Contract with Mr. Ames it is expected that Mr. Ames will then serve as the Interim City Manager effective 5:01 p.m., Friday, August 8, 2025.

Upon completion of his Interim City Manager services engagement, it is anticipated that Mr. Ames will continue to serve as the Assistant City Manager, pursuant to an Assistant City Manager Employment Agreement.

The City Council directed the City Attorney to prepare both an Interim City Manager Employment Agreement and an Assistant City Manager Employment Agreement with Mr. Ames for future City Council consideration and approval at a regular meeting.

Adjournment

There being no further business before the City Council at this session, Mayor Sweeney declared the meeting adjourned at 3:10 p.m.

Jennifer Lee, City Clerk

ATTEST:

Joshua Sweeney, Mayor

Approved at meeting of July 8, 2025.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of July 8, 2025 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 14, 2025, to June 26, 2025, in the amount of \$513,284.96.

Background:

The City issues accounts payable disbursements on a regular basis and presents it to the City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from June 14, 2025, to June 26, 2025, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Fiscal Impact:

Ratification of the accompanying Warrant Register includes disbursements totaling \$513,284.96.

Attachments:

1. Warrant Register - July 8, 2025
2. Payables Detail Report - July 8, 2025



City of Laguna Hills, CA

Warrant Register - July 8, 2025

By Check Number

Date Range: 06/14/2025 - 06/26/2025

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
5285	A-0377	ACTION WELDING CORP	06/19/2025	1,475.00
5286	A-0138	ALL CITY MANAGEMENT, INC.	06/19/2025	7,199.36
5287	A-0365	AT&T	06/19/2025	367.20
5288	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	06/19/2025	6,695.12
5289	C-1144	CHARLES ABBOTT ASSOCIATES, INC	06/19/2025	19,334.33
5290	C-1021	CIVIC SOLUTIONS, INC.	06/19/2025	6,370.75
5291	C-1190	COUNTY OF ORANGE	06/19/2025	913.00
5292	D-0586	DESIGN PATH STUDIO	06/19/2025	21,565.00
5293	S-2316	GEORGIA SHEPHERD	06/19/2025	101.23
5294	H-0973	HILL & SMITH INC.	06/19/2025	27,508.58
5295	H-0804	HINDERLITER, DE LLAMAS AND ASSOC., INC.	06/19/2025	2,106.71
5296	J-1057	JAMEY CLARK, INC.	06/19/2025	6,132.00
5297	S-2343	KALEB SPARKS	06/19/2025	45.00
5298	M-1611	MARK THOMAS & COMPANY, INC.	06/19/2025	6,078.00
5299	M-1302	MOULTON NIGUEL WATER DISTRICT	06/19/2025	9,699.19
5300	M-1495	MUSCO SPORTS LIGHTING, LLC	06/19/2025	4,622.70
5301	N-1487	NUVIS LANDSCAPE ARCHITECTURE	06/19/2025	495.00
5302	C-1007	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	06/19/2025	4,023.87
5303	R-1806	RJM DESIGN GROUP, INC.	06/19/2025	18,458.55
5304	S-2322	SAGECREST PLANNING AND ENVIRONMENTAL	06/19/2025	3,320.00
5305	S-1904	SOUTHERN CALIFORNIA EDISON	06/19/2025	14,091.67
5306	S-2299	SPECIALTY MOWING SERVICES, INC.	06/19/2025	50,729.81
5307	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	06/19/2025	8,021.42
5308	S-2095	STONE IMAGERY	06/19/2025	441.77
5309	S-2317	SWANK MOTION PICTURES, INC.	06/19/2025	640.00
5310	T-2712	TOTAL SOURCE OFFICEWORKS	06/19/2025	34.43
5311	A-0388	ABTECH TECHNOLOGIES, INC.	06/26/2025	6,020.00
5312	A-0334	AGE WELL SENIOR SERVICES	06/26/2025	75,000.00
5313	A-0382	ALWAYS ADVANCING MANUFACTURING & PROMOTIONS LLC	06/26/2025	1,142.25
5314	A-0359	ARDURRA GROUP, INC.	06/26/2025	3,766.50
5315	B-0438	BC TRAFFIC SPECIALIST	06/26/2025	1,387.66
5316	C-1177	CANON FINANCIAL SERVICES, INC.	06/26/2025	1,749.38
5317	D-0584	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.	06/26/2025	21,883.61
5318	D-0541	DIAMOND ENVIRONMENTAL SERVICES, LP	06/26/2025	986.16
5319		VOID	06/26/2025	0.00
5320	S-2315	GEORGIA SHEPHERD	06/26/2025	287.80
5321	J-1097	JACOB GREEN & ASSOCIATES, INC	06/26/2025	4,950.00
5322	J-1057	JAMEY CLARK, INC.	06/26/2025	5,487.79
5323	J-1071	JCTEES.COM CORPORATION	06/26/2025	19,473.68
5324	M-1388	MOBILE MINI, INC.	06/26/2025	300.77
5325	M-1302	MOULTON NIGUEL WATER DISTRICT	06/26/2025	109.70
5326	C-1003	ORANGE COUNTY TREASURER-TAX COLLECTOR	06/26/2025	4,131.00
5327	P-1855	PACIFIC TRAFFIC CONTROL, LLC	06/26/2025	35,914.90
5328	R-1977	RJ ELECTRIC	06/26/2025	2,333.00
5329	S-2331	SKYLINE PEST CONTROL	06/26/2025	360.00
5330	S-2330	SOCALGAS	06/26/2025	132.32
5331	S-2323	SOUTH COAST FAMILY MEDICAL CENTER, INC.	06/26/2025	680.00
5332	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	06/26/2025	13,932.69
5333	R-1888	THE RITZ COMPANIES	06/26/2025	13,570.48
5334	T-2712	TOTAL SOURCE OFFICEWORKS	06/26/2025	555.09
5335	T-2718	TRAFFIC MANAGEMENT, INC	06/26/2025	1,811.40

Warrant Register - July 8, 2025

Check Number	Vendor Number	Vendor Name
5336	W-2337	WEST COAST ARBORISTS, INC.
5337	K-1206	FARROKH MOSHFEGH

Date Range: 06/14/2025 - 06/26/2025

Payment Date	Payment Amount
06/26/2025	37,220.40
06/26/2025	2,460.50
Total Regular:	476,116.77

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003133	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	06/18/2025	7,224.00
DFT0003142	U-2170	US BANK CORPORATE PAYMENT SYSTEMS	06/17/2025	29,944.19
Total Bank Draft:				37,168.19

Bank Code 1 - General Summary				
	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	71	53	0.00	476,116.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	17	2	0.00	37,168.19
EFT's	0	0	0.00	0.00
	88	56	0.00	513,284.96

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	71	53	0.00	476,116.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	17	2	0.00	37,168.19
EFT's	0	0	0.00	0.00
	88	56	0.00	513,284.96

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	6/2025	513,284.96
			513,284.96



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	CPRS Certificate Program, 8/5/25 - 8/7/25	100-000-140000	499.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Canva Subscription, 7/1/25 - 5/29/26	100-000-140000	109.99
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Smart and Final	100-310-622005	11.17
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Juuno Group Pty Ltd	100-310-626000	5.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Canva Subscription, 6/1/25 - 6/30/25	100-310-626000	10.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Target	100-310-645500	10.76
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Home Depot	100-310-695507	52.50
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	First Student Charter Bus	100-310-695507	5,210.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	RaceGrader	100-310-695507	1,750.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Krispy Kreme Doughnuts	100-310-695507	27.05
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	El Pollo Loco	100-310-695507	270.41
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Camarones Picositos El Chucky	100-310-695507	437.10
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Pizzeria Amore	100-310-695507	161.55
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Home Depot	100-310-695507	150.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Orange County Health Care Agency	100-310-695507	140.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Home Depot	100-310-695507	138.91
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Home Depot	100-310-695507	18.63
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 06.06.25	Subway	100-310-695507	212.92
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 06.06.25	76 - Apro LLC	100-225-613100	144.50
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 06.06.25	Rocket 676	100-225-613100	146.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 06.06.25	Intelius	100-225-626000	4.99
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 06.06.25	Intelius	100-225-626000	4.99
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 06.06.25	Intelius	100-225-626000	24.86
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 06.06.25	Intelius	100-225-626000	4.99
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 06.06.25	Tucker Tire	100-225-646100	820.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 06.06.25	ChatGPT, 6/3/25 - 7/3/25	100-155-626000	20.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 06.06.25	Build A Sign, Build-A-Fort	100-310-695503	45.99
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	ISA, Arborist License, FY 25/26	100-000-140000	230.00

Payables Detail Report
Payment Dates: 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-310-695511	(29.96)
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-310-695511	100.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-310-695511	103.18
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Grainger	100-310-695511	105.14
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-310-695511	154.77
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-310-695511	200.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Shell	100-355-613100	137.71
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Arco	100-355-613100	145.93
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-355-720401	27.93
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Smartlink	100-355-720700	540.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-355-720700	219.48
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Tree of Life Nursery	100-355-720700	138.03
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-355-720701	61.32
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 06.06.25	Home Depot	100-355-720701	10.70
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3405) 06.06.25	King's Fish House	100-155-622000	80.58
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3405) 06.06.25	ChatGPT, 5/18/25 - 6/18/25	100-155-626000	20.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4243) 06.06.25	Chevron	100-355-613100	90.22
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Orange County Fire Authority	100-155-612000	65.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Shell	100-155-622000	0.62
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Shell	100-155-622000	0.68
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	SC Fuel	100-155-622000	0.75
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	BJ's Restaurant	100-155-622000	152.94
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Ralphs	100-155-622000	163.77
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Flowerful	100-155-622000	397.59
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	SC Fuel	100-155-622000	12.02
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	ChatGPT, 5/23/25 - 6/23/25	100-155-626000	20.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Secure Live Scan, LLC	100-195-617000	35.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Secure Live Scan, LLC	100-195-617000	105.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	GovernmentJobs.com	100-195-617000	199.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Amazon	100-195-621000	18.81
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Nespresso USA	100-195-622000	163.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Lowe's	100-195-622000	318.98

Payables Detail Report
Payment Dates: 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Primo Brands Water	100-195-622000	220.03
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 06.06.25	Nespresso USA	100-195-622000	252.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Microsoft 365, 7/1/25 - 5/7/26	100-000-140000	40.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Microsoft 365, 7/1/25 - 5/7/26	100-000-140000	123.36
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	California BPELSG, 7/1/25 - 6/30/27	100-000-140000	180.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Microsoft 365, 5/6/25 - 6/5/25	100-195-940000	6.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Microsoft 365, 5/8/25 - 6/30/25	100-195-940000	8.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Microsoft 365, 5/15/25 - 6/30/25	100-195-940000	17.62
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Eventbrite, CEAO Meeting, 6/2/25	100-355-611000	177.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Amazon	100-355-622000	8.61
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 06.06.25	Ephonamation.com, 5/1/25 - 6/25/25	100-355-630000	448.96
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 06.06.25	Circle K	100-310-613100	20.50
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 06.06.25	City of Laguna Hills	100-310-620500	0.01
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 06.06.25	Pavilions	100-310-622500	46.69
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 06.06.25	SoCalGas, 3/18/25 - 4/16/25	100-310-632500	217.10
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5958) 06.06.25	Universe, A Ticketmaster Company	100-310-695505	80.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 06.06.25	Loom Business Subscription, 7/1/25 - 6/3/26	100-000-140000	137.50
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 06.06.25	Advanced Filing Concepts	100-155-620000	143.48
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 06.06.25	Panini Kabob Grill	100-155-622000	233.53
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 06.06.25	Loom Business Subscription, 6/3/25 - 6/30/25	100-155-626000	12.50
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 06.06.25	WhenToWork.com through 2/6/26	100-310-626000	71.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 06.06.25	Martin Lock and Safe Co	100-310-645500	235.67
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 06.06.25	Home Depot	100-310-645500	114.72
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	Greek Bistro	100-155-611001	263.17
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	Smart & Final	100-155-611001	59.96
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	Panera Bread	100-155-611001	56.94
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	Stater Bros	100-155-611001	41.96
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	The Birdhouse Indoor Golf	100-155-611001	90.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	American Planning Association, Jobs Online	100-195-617000	150.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	Urban Land Institute	100-225-610000	264.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 06.06.25	Susan W Case Inc	100-355-623000	1,195.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 06.06.25	Shell	100-355-613100	150.00

Payables Detail Report
Payment Dates: 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 06.06.25	Home Depot	100-355-622000	419.75
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 06.06.25	Shell	100-355-646100	8.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 06.06.25	Home Depot	100-355-720401	(19.32)
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 06.06.25	Home Depot	100-355-720401	34.37
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 06.06.25	Home Depot	100-355-720401	134.94
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Vizual Symphony, Jun '25	100-195-720050	1,040.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Jotform Inc	100-195-720050	(468.00)
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Jotform Inc	100-195-720050	468.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Circle K	100-310-613100	73.85
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Circle K	100-310-613100	90.69
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Circle K	100-310-613100	98.09
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Exxon	100-310-613100	41.27
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Circle K	100-310-613100	69.20
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-620500	9.02
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-620500	20.46
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-620500	60.52
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-620500	42.76
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-620500	86.19
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-620500	41.34
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-620500	172.38
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-646100	22.63
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Rocky Talkies	100-310-695500	431.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Custom Patch Factory	100-310-695500	68.09
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	RushOrderTees	100-310-695500	(41.82)
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	RushOrderTees	100-310-695500	1,401.82
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	La Brea Tar Pits	100-310-695505	18.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	California Strawberry Festival	100-310-695505	197.20
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Crystal Cove State Parks	100-310-695505	195.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Riverview Recreation Park	100-310-695505	10.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	California Strawberry Festival	100-310-695505	30.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	123 Farm Organics	100-310-695505	37.50
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Koroneburg Renaissance Festival	100-310-695505	113.30

Payables Detail Report
Payment Dates: 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-695508	441.71
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 06.06.25	Amazon	100-310-695512	215.49
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	SurveyMonkey Subscription, 7/1/25 - 5/28/26	100-000-140000	429.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	South Coast Trophy	100-420-622000	48.49
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Board & Brew	100-420-622000	118.53
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	SurveyMonkey Subscription, 5/29/25 - 6/30/25	100-420-626000	39.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Amazon Prime	100-420-626000	16.15
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Toll Roads of OC	100-420-646100	3.16
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Toll Roads of OC	100-420-646100	3.16
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Aliso Viejo Towing	100-420-646100	350.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Toll Roads of OC	100-420-646100	3.16
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	In-n-Out	100-420-695000	262.91
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Chick-fil-A	100-420-695000	327.08
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Costco	100-420-695000	204.85
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Ralphs	100-420-695000	65.14
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Linda's Coffee House	100-420-695000	38.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 06.06.25	Ralphs	100-420-695000	31.37
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	GoTo Technologies, 7/1/25 - 5/18/26	100-000-140000	605.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	Best Buy	100-195-621000	118.51
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	Cox, Traffic Signal, 5/7/25 - 6/6/25	100-195-630000	84.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	Cox, Cable City Hall, 5/10/25 - 6/9/25	100-195-630000	361.73
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	Cox, WiFi Comm Ctr, 4/28/25 - 5/27/25	100-195-630000	654.77
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	Cox, T-1 City Hall, 5/5/25 - 6/4/25	100-195-630000	845.31
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	GoTo Technologies, 5/19/25 -	100-195-720050	55.00
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 06.06.25	Home Depot	100-355-622000	25.83
06/18/2025	HIGH LEVEL SECURITY SOLUTIONS, INC.	5943	Private Security Patrol, 6/2/25 - 6/15/25	100-420-720850	7,224.00
06/19/2025	AT&T	000023589429	Alarm, Com Ctr & City Hall Lines, 5/7/25 - 6/6/25	100-195-630000	212.93
06/19/2025	AT&T	000023589429	Alarm, Com Ctr & City Hall Lines, 5/7/25 - 6/6/25	100-310-630100	154.27
06/19/2025	DESIGN PATH STUDIO	01 Laguna	Housing Element, 3/26/25 - 4/8/25	100-225-700225	5,420.00
06/19/2025	DESIGN PATH STUDIO	02 Laguna	Housing Element, 4/8/25 - 5/22/25	100-225-700225	16,145.00
06/19/2025	MOULTON NIGUEL WATER DISTRICT	052925	Utilities - Water, 4/22/25 - 5/26/25	100-355-635000	9,699.19
06/19/2025	SOUTHERN CALIFORNIA EDISON	060625 - Acct #7002345C	Utilities - Electric, 12/10/24 - 5/31/25	100-355-631000	515.88
06/19/2025	SOUTHERN CALIFORNIA EDISON	060625 - Acct #7002345C	Utilities - Electric, 12/10/24 - 5/31/25	100-356-631400	13,575.79
06/19/2025	KALEB SPARKS	061625	Reimbursement, Live Scan, May '25	100-195-617000	45.00
06/19/2025	GEORGIA SHEPHERD	061725	Operating Supplies, Jun '25	100-355-622000	101.23

Payables Detail Report
Payment Dates: 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/19/2025	ALL CITY MANAGEMENT, INC.	101937	Crossing Guard Services, 5/25/25 - 6/7/25	100-420-720822	7,199.36
06/19/2025	CIVIC SOLUTIONS, INC.	106088	Consultant Services, USE-0166-2023, Apr '25	100-000-223000	2,869.00
06/19/2025	CIVIC SOLUTIONS, INC.	106089	Consultant Services, USE-0209-2025, Apr '25	100-000-223000	3,501.75
06/19/2025	ACTION WELDING CORP	17968	Parks Contract Repair, Jun '25	100-355-720701	1,475.00
06/19/2025	SPECIALTY MOWING SERVICES, INC.	2000	Weed Abatement, Mill Creek, Jun '25	100-355-720730	950.00
06/19/2025	SPECIALTY MOWING SERVICES, INC.	2001	Weed Abatement, Jun '25	100-355-720730	49,779.81
06/19/2025	SPECTRUM SPORTS MANAGEMENT, INC.	2025-091	Marathon Meta Advertising, 2/16/25 - 6/1/25	100-310-695507	5,761.42
06/19/2025	SPECTRUM SPORTS MANAGEMENT, INC.	2025-094	Commissions on Expo & Sponsorship Sales, May '25	100-310-695507	2,260.00
06/19/2025	NUVIS LANDSCAPE ARCHITECTURE	28005	Professional Services, LEG-0017-2025, Mar '25	100-000-223000	495.00
06/19/2025	STONE IMAGERY	31028	Nameplates, Jun '25	100-155-620000	441.77
06/19/2025	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-04.03	City Engineer Services, May '25	100-355-700250	6,695.12
06/19/2025	TOTAL SOURCE OFFICEWORKS	39255	Operating Supplies, Public Works, Jun '25	100-355-622000	34.43
06/19/2025	MUSCO SPORTS LIGHTING, LLC	439507	Equipment & Repairs, May '25	100-310-646500	4,622.70
06/19/2025	SAGECREST PLANNING AND ENVIRONMENTAL	5199	Plan Check Fee, USE-0211-2025, Apr '25	100-000-223000	1,880.00
06/19/2025	SAGECREST PLANNING AND ENVIRONMENTAL	5247	Plan Check Fee, USE-0211-2025, May '25	100-000-223000	1,440.00
06/19/2025	MARK THOMAS & COMPANY, INC.	55875	Concept Development, May '25	100-355-700100	6,078.00
06/19/2025	CHARLES ABBOTT ASSOCIATES, INC	68986	Professional Services, May '25	100-225-700000	19,334.33
06/19/2025	JAMEY CLARK, INC.	76449	Playground Inspections, Public Works, May '25	100-355-720701	5,750.00
06/19/2025	JAMEY CLARK, INC.	76472	Park Repairs, Public Works, Jun '25	100-355-720701	382.00
06/19/2025	HILL & SMITH INC.	95726	Two (2) SMC5000 Message Boards, Jun '25	100-355-900000	27,508.58
06/19/2025	SWANK MOTION PICTURES, INC.	DB 3988994	Summer Kick-Off Movie License, 6/13/25	100-310-695500	640.00
06/19/2025	OCSD LAW ENFORCEMENT	SH 71614	OCSD, LEC, Memorial Day Run	100-310-695507	4,023.87
06/19/2025	CONTRACT, OC TREASURER-TAX COUNTY OF ORANGE	SH 71636	Fingerprint ID System Charges, Jun	100-420-720835	913.00
06/19/2025	HINDERLITER, DE LLAMAS AND ASSOC., INC.	SIN051110	Sales Tax & Audit Services, Q4 FY 24/25	100-155-700052	2,106.71
06/26/2025	DIAMOND ENVIRONMENTAL SERVICES, LP	0006285102	Build-A-Fort Restroom, Jun '25	100-310-695503	986.16
06/26/2025	FARROKH MOSHFEGH	061025 (2)	Karate, Spring '25	100-310-721500	2,460.50
06/26/2025	SOCALGAS	061825	Utilities - Gas, Comm Ctr, 5/15/25 - 6/16/25	100-310-632500	132.32
06/26/2025	MOULTON NIGUEL WATER DISTRICT	061925	Utilities - Water, 5/20/25 - 6/16/25	100-355-635000	109.70
06/26/2025	GEORGIA SHEPHERD	062625	Farmer Boys	100-155-622000	24.76
06/26/2025	GEORGIA SHEPHERD	062625	Farmer Boys	100-155-622000	24.76
06/26/2025	GEORGIA SHEPHERD	062625	Farmer Boys	100-155-622000	24.76
06/26/2025	GEORGIA SHEPHERD	062625	Chick-fil-A	100-155-622000	25.00
06/26/2025	GEORGIA SHEPHERD	062625	Home Depot	100-195-622000	29.48
06/26/2025	GEORGIA SHEPHERD	062625	BJ's Restaurant	100-355-611000	48.44
06/26/2025	GEORGIA SHEPHERD	062625	South OC City Engineers	100-355-611000	93.00
06/26/2025	GEORGIA SHEPHERD	062625	Sheraton Universal Hotel	100-355-611000	17.60
06/26/2025	BC TRAFFIC SPECIALIST	083523	Custom Signage, CIP #104, Jun '25	100-000-790600	313.69
06/26/2025	BC TRAFFIC SPECIALIST	083524	Custom Signage, Jun '25	100-355-720401	1,073.97
06/26/2025	JCTEES.COM CORPORATION	10277	Memorial Day Race Shirts, May '25	100-310-695507	19,473.68
06/26/2025	TRAFFIC MANAGEMENT, INC	1231517	Message Board Rental, CIP #104, 4/29/25-5/9/25	100-000-790600	1,811.40
06/26/2025	ARDURRA GROUP, INC.	167414	Engineering Services, May '25	100-355-700250	3,766.50
06/26/2025	SPECTRUM SPORTS MANAGEMENT, INC.	2025-092	Marathon Permits, Insurance, Equipment, May '25	100-310-695507	13,932.69
06/26/2025	THE RITZ COMPANIES	225690	Janitorial Services, May '25	100-310-721505	12,875.48

Payables Detail Report
Payment Dates: 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/26/2025	THE RITZ COMPANIES	225867	Heritage Room Carpet Cleaning, May '25	100-310-721505	695.00
06/26/2025	WEST COAST ARBORISTS, INC.	230149	Tree Trimming Services, 5/1/25 - 5/15/25	100-355-720702	8,341.40
06/26/2025	WEST COAST ARBORISTS, INC.	230150	Tree Trimming Services, 5/16/25 - 5/29/25	100-355-720702	28,879.00
06/26/2025	SOUTH COAST FAMILY MEDICAL CENTER, INC.	2733	Recruitment, May '25	100-195-617000	680.00
06/26/2025	JACOB GREEN & ASSOCIATES, INC	3010	Facilitation Services, 20% Due, Jun '25	100-155-700000	4,950.00
06/26/2025	SKYLINE PEST CONTROL	349491	Pest and Rodent Control, Jun '25	100-310-645500	360.00
06/26/2025	ALWAYS ADVANCING	37715	Marathon Race Flags, Apr '25	100-310-695507	1,142.25
	MANUFACTURING & PROMOTIONS INC				
06/26/2025	TOTAL SOURCE OFFICEWORKS	39256	Office Supplies, Jun '25	100-195-620000	224.22
06/26/2025	TOTAL SOURCE OFFICEWORKS	39256	Operating Supplies, Jun '25	100-195-622000	237.79
06/26/2025	TOTAL SOURCE OFFICEWORKS	39315	Operating Supplies, Public Works, Jun '25	100-355-622000	53.22
06/26/2025	TOTAL SOURCE OFFICEWORKS	39327	Operating Supplies, Public Works, Jun '25	100-355-622000	39.86
06/26/2025	CANON FINANCIAL SERVICES, INC.	41210245	Lease 2XK05658, 6/1/25 - 6/30/25	100-195-641200	303.86
06/26/2025	CANON FINANCIAL SERVICES, INC.	41210245	Usage 2XK05658, 5/1/25 - 5/31/25	100-195-641200	91.89
06/26/2025	CANON FINANCIAL SERVICES, INC.	41211794	Usage 2XD05688 2XD05811, 5/1/25 - 5/31/25	100-195-641200	720.13
06/26/2025	CANON FINANCIAL SERVICES, INC.	41211794	Lease 2XD05688 2XD05811, 6/1/25 - 6/30/25	100-195-641200	596.94
06/26/2025	CANON FINANCIAL SERVICES, INC.	41211795	Paperdeck Attachment 2XD05811A, 6/1/25 - 6/30/25	100-195-641200	36.56
06/26/2025	RJ ELECTRIC	63916	Marathon Spider Boxes, May '25	100-310-695507	1,535.00
06/26/2025	RJ ELECTRIC	63937	Park Repairs, Public Works, Jun '25	100-355-720701	798.00
06/26/2025	JAMEY CLARK, INC.	76435	Janitorial Services, May '25	100-310-721505	3,450.00
06/26/2025	JAMEY CLARK, INC.	76498	Park Repairs, Public Works, Jun '25	100-355-720701	642.79
06/26/2025	JAMEY CLARK, INC.	76499	Graffiti Removal, Public Works, Jun '25	100-355-720500	1,395.00
06/26/2025	MOBILE MINI, INC.	9023912399	Storage Rental, Community Center, 6/10/25-7/7/25	100-310-641000	82.97
06/26/2025	MOBILE MINI, INC.	9023921350	Storage Rental, Community Center, 6/11/25-7/8/25	100-310-641000	217.80
06/26/2025	PACIFIC TRAFFIC CONTROL, LLC	INV33355	Marathon Traffic Control, May '25	100-310-695507	35,914.90
06/26/2025	ORANGE COUNTY TREASURER-TAX COLLECTOR	MAY 25	Parking Fee Surcharge, May '25	100-420-720823	4,131.00
06/26/2025	ABTECH TECHNOLOGIES, INC.	SS20013-IN	Overage Charge, May '25	100-195-700090	6,020.00
Fund 100 - General Fund Total:					397,737.00
Fund: 302 - CDBG Grant Fund					
06/26/2025	AGE WELL SENIOR SERVICES	FSMSC 0525	Senior Center, CDBG Public Facilities, FY 24/25	302-225-720000	75,000.00
Fund 302 - CDBG Grant Fund Total:					75,000.00
Fund: 306 - Waste & Recycling Fee Fund					
06/17/2025	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 06.06.25	Build A Sign	306-355-700000	205.80
Fund 306 - Waste & Recycling Fee Fund Total:					205.80
Fund: 311 - Quimby Act Park In-Lieu Fee (VALH) Fund					
06/19/2025	RJM DESIGN GROUP, INC.	37129	Cabot Park Rehabilitation, CIP #241, May '25	311-000-790600	7,614.00
06/19/2025	RJM DESIGN GROUP, INC.	37130	Veeh Ranch & San Remo Rehab, CIP #241, May '25	311-000-790600	10,844.55
06/26/2025	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.	423144	El Conejo & Mackenzie Parks, CIP #241, May '25	311-000-790600	21,883.61
Fund 311 - Quimby Act Park In-Lieu Fee (VALH) Fund Total:					40,342.16
Fund: 600 - Capital Improvement Projects Fund					
06/19/2025	RJM DESIGN GROUP, INC.	37129	Cabot Park Rehabilitation, CIP #241, May '25	600-000-490311	(7,614.00)
06/19/2025	RJM DESIGN GROUP, INC.	37129	Cabot Park Rehabilitation, CIP #241, May '25	600-252-950241	7,614.00

Payables Detail Report

Payment Dates: 06/14/2025 - 06/26/2025

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
06/19/2025	RJM DESIGN GROUP, INC.	37130	Veeh Ranch & San Remo Rehab, CIP #241, May '25	600-000-490311	(10,844.55)
06/19/2025	RJM DESIGN GROUP, INC.	37130	Veeh Ranch & San Remo Rehab, CIP #241, May '25	600-252-950241	10,844.55
06/26/2025	BC TRAFFIC SPECIALIST	083523	Custom Signage, CIP #104, Jun '25	600-000-490100	(313.69)
06/26/2025	BC TRAFFIC SPECIALIST	083523	Custom Signage, CIP #104, Jun '25	600-251-950104	313.69
06/26/2025	TRAFFIC MANAGEMENT, INC	1231517	Message Board Rental, CIP #104, 4/29/25-5/9/25	600-000-490100	(1,811.40)
06/26/2025	TRAFFIC MANAGEMENT, INC	1231517	Message Board Rental, CIP #104, 4/29/25-5/9/25	600-251-950104	1,811.40
06/26/2025	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.	423144	El Conejo & Mackenzie Parks, CIP #241, May '25	600-000-490311	(21,883.61)
06/26/2025	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.	423144	El Conejo & Mackenzie Parks, CIP #241, May '25	600-252-950241	21,883.61
Fund 600 - Capital Improvement Projects Fund Total:					-
Grand Total:					513,284.96

Report Summary**Fund Summary**

Fund	Payment Amount
100 - General Fund	397,737.00
302 - CDBG Grant Fund	75,000.00
306 - Waste & Recycling Fee Fund	205.80
311 - Quimby Act Park In-Lieu Fee (VALH) Fund	40,342.16
600 - Capital Improvement Projects Fund	-
Grand Total:	513,284.96

Account Summary

Account Number	Account Name	Payment Amount
100-000-140000	Prepaid Items	2,353.85
100-000-223000	Plan Application Deposit	10,185.75
100-000-790600	Transfers Out to Capital	2,125.09
100-155-611001	Staff Development & Team	512.03
100-155-612000	Travel, Conferences & Meetings	65.00
100-155-620000	Office Supplies	585.25
100-155-622000	Operating Supplies	1,141.76
100-155-626000	Subscriptions & Books	72.50
100-155-700000	Professional Services	4,950.00
100-155-700052	Professional Services - Sales Tax	2,106.71
100-195-617000	Recruitment	1,214.00
100-195-620000	Office Supplies	224.22
100-195-621000	Computer Supplies	137.32
100-195-622000	Operating Supplies	1,221.28
100-195-630000	Telephone & Communications	2,158.74
100-195-641200	Copier Leases	1,749.38
100-195-700090	Computer Consulting Services	6,020.00
100-195-720050	Contract Services - Software	1,095.00
100-195-940000	Computer Hardware & Software	31.62
100-225-610000	Memberships & Dues	264.00
100-225-613100	Vehicle Fuel	290.50
100-225-626000	Subscriptions & Books	39.83
100-225-646100	Vehicle Maintenance & Repairs	820.00
100-225-700000	Professional Services - Building &	19,334.33
100-225-700225	Housing Element	21,565.00
100-310-613100	Vehicle Fuel	393.60
100-310-620500	Office Supplies - Community	432.68
100-310-622005	Operating Supplies - Community	11.17
100-310-622500	Supplies - Program Services	46.69
100-310-626000	Subscriptions & Books	86.00
100-310-630100	Telephone & Communications -	154.27
100-310-632500	Utilities - Gas (Community	349.42
100-310-641000	Equipment Rentals & Leases	300.77
100-310-645500	Facility Maintenance & Repairs	721.15
100-310-646100	Vehicle Maintenance & Repairs	22.63
100-310-646500	Equipment Maintenance &	4,622.70
100-310-695500	Special Events - Program Services	2,499.09
100-310-695503	Build A Fort Camps	1,032.15
100-310-695505	Cultural Excursions	681.00
100-310-695507	Marathon 5k	92,612.88
100-310-695508	July Fourth Celebration	441.71
100-310-695511	Rooted Volunteer Campaign	633.13
100-310-695512	Movies in the Park	215.49
100-310-721500	Contract Services - Programs	2,460.50
100-310-721505	Contract Services - Janitorial &	17,020.48
100-355-611000	Training & Education	336.04
100-355-613100	Vehicle Fuel	523.86
100-355-622000	Operating Supplies	682.93

Account Summary

Account Number	Account Name	Payment Amount
100-355-623000	Printing	1,195.00
100-355-630000	Telephone & Communications	448.96
100-355-631000	Utilities - Electric	515.88
100-355-635000	Utilities - Water	9,808.89
100-355-646100	Vehicle Maintenance & Repairs	8.00
100-355-700100	City Engineer Services	6,078.00
100-355-700250	On-Call Engineer Services	10,461.62
100-355-720401	Other Public Works Maintenance	1,251.89
100-355-720500	Graffiti Removal	1,395.00
100-355-720700	Landscape Maintenance	897.51
100-355-720701	Parks Contract Repair	9,119.81
100-355-720702	Tree Maintenance	37,220.40
100-355-720730	Annual Weed Abatement	50,729.81
100-355-900000	Vehicles	27,508.58
100-356-631400	MOE - Electric (Streetlights &	13,575.79
100-420-622000	Operating Supplies	167.02
100-420-626000	Subscriptions & Books	55.15
100-420-646100	Vehicle Maintenance & Repairs	359.48
100-420-695000	Community Assistance & Public	929.35
100-420-720822	Crossing Guard Services	7,199.36
100-420-720823	Parking Citation Processing	4,131.00
100-420-720835	Fingerprint Identification Services	913.00
100-420-720850	Private Security Patrol	7,224.00
302-225-720000	Contract Services	75,000.00
306-355-700000	Professional Services	205.80
311-000-790600	Transfers Out to Capital	40,342.16
600-000-490100	Transfers In from General Fund	(2,125.09)
600-000-490311	Transfers In from Quimby Act	(40,342.16)
600-251-950104	Paseo De Valencia Pavement	2,125.09
600-252-950241	General Park Renovations	40,342.16
Grand Total:		513,284.96

Project Account Summary

Project Account Key	Payment Amount
None	513,284.96
Grand Total:	513,284.96



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Authority to Advertise Laguna Hills Community Center Electrical Improvements Project, CIP 520

Recommendation: That the City Council: 1. Approve the plans and specifications for the Laguna Hills Community Center Electrical Improvements Project, CIP No. 520; 2. Authorize the advertisement for bids for the Laguna Hills Community Center Electrical Improvements Project, CIP No. 520; 3. Authorize the City Engineer to make minor edits to the plans and specifications as necessary; and 4. Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

Background:

On February 14, 2024, the Events, Communication, and Beautification Committee (ECBC) reviewed security lighting at the Laguna Hills Community Center, and specifically made a request to install side-throw lighting along the existing concrete walkway from the intersection of Community Center Drive/front parking lot entrances to Dinosaur Park and the baseball field entrance, up-lighting at the base of the slopes in front of the garden walls surrounding the picnic area, and up-lighting at the gazebo. In March 2024, Public Works began the process of putting together a scope of work for electrical improvements at the Laguna Hills Community Center, which included these improvements. Based upon input from City staff, it was determined by the Public Works Director that additional improvements at the Laguna Hills Community Center should include replacing and rehabilitating rusty electrical switchgear and the electrical equipment cabinet in the rear parking lot of the Community Center, fixing up to 89 in-ground "Christy" junction and electrical outlet boxes which have overheated and caught

fire in the past, and installing new conduit to hardwire a few existing security cameras which were not reliably connecting via WiFi.

With the scope of work defined, in April 2024, Public Works contacted Foster Design Group Consulting Engineers, Inc. (FDG) to inquire about the cost and needed Community Center record drawings necessary to develop plans and specifications for bidding this work. FDG is the preferred electrical, mechanical, and plumbing design sub-consultant for Hattox Design Group, which has provided architectural design services to the City in the past for improvements at the Civic Center. During the May 14, 2024, City Council meeting, Public Works informally reported on the progress of this project after City Council members inquired about available FY 2023-2025 capital improvement program biennial budget funds for this work. On May 22, 2024, City staff entered into a Professional Services Agreement with FDG to develop biddable construction plans and specifications for this project. One of the challenges encountered with this project was the lack of computer-aided drafting plans available from which to recreate site plans as the base sheet for the construction plans. In July 2024, FDG contacted City staff to determine lighting fixture types, spacing, and features desired to be incorporated into the plans. After informal consultation with ECBC members, ECBC members directed staff to proceed with choosing specific lighting fixtures. In September 2024, side-throw lighting and up-lighting fixtures were chosen, which can be found attached to Appendix B of the proposed bid documents, included with this agenda report. Throughout the period of October 2024 through April 2025, FDG worked to develop construction plans and specifications. Part of the process involved FDG retaining a licensed electrician familiar with the Community Center to review the existing electrical system, and to further identify specific replacements, repairs, and conduit paths needed to successfully design construction plans and develop specifications. In February 2025, City staff reviewed photometric plans showing how the proposed side-throw lighting fixtures would cast light on the walkway, and FDG reviewed San Diego Gas & Electric bills to verify the typical summer demand loads on the existing switchgear were within current California Electrical Code requirements. In April 2025, draft construction plans and specifications were delivered to City staff for review. Additional changes were made to the plans to reflect current conditions, and in June 2025, City staff developed the companion bid documents.

Now, this project is being brought before City Council for authority to advertise for bidding. The bid documents for the subject project, including the plans, specifications, contract and bid proposal form, have been prepared and are included as an attachment to this report. It is recommended that the City Council approve the plans and specifications for this project, approve the advertisement for bids, authorize the City Engineer to make minor edits to the plans and specifications as necessary; and find the

project not subject to environmental review under the California Environmental Quality Act (CEQA).

CEQA FINDINGS:

The proposed project is not subject environmental review under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

Fiscal Impact:

The construction cost estimate for the project is \$300,000. With the approval of the FY 2025-2027 biennial capital improvement program budget on June 10, 2025, the current available unencumbered balance in CIP No. 520, Community Center Electrical Upgrades is \$300,000. Therefore, at this time, no budget appropriation is necessary to accommodate this project.

Attachments:

1. Proposed Bid Documents, Plans, and Specifications



**CITY OF LAGUNA HILLS
CALIFORNIA**

**PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR
LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES
PROJECT**

CIP No. 520

PREPARED FOR

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

PREPARED BY

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

July 2025

CITY OF LAGUNA HILLS
SPECIFICATIONS FOR
LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT
CIP No. 520

Prepared Under the Supervision of:

Raul O. Rodriguez, P.E., Principal Civil Engineer
R.C.E. No. 95104
Expiration Date 9/30/2025

Date

Approved By:

Joseph J. Ames, P.E., T.E., City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2026

Date

CITY OF LAGUNA HILLS

**TABLE OF CONTENTS
FOR**

**LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT
CIP No. 520**

NOTICE INVITING SEALED BIDS.....	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL DOCUMENTS	
Proposal.....	P-1
Bidders Information.....	P-3
List of Subcontractors	P-4
References	P-5
Contractor's Licensing Statement.....	P-6
Bid Bond	P-7
Non-Collusion Affidavit.....	P-9
Proposal Bid Sheets	P-10
Bidder's Certification of Acknowledgement of Compliance With Insurance	P-14
CONTRACT DOCUMENTS	
Contract Agreement.....	CA-1
Faithful Performance Bond.....	CA-4
Material and Labor Bond.....	CA-6
Compensation Insurance Certificate	CA-8
GENERAL SPECIFICATIONS	
Scope of Work	GS-1
Location of Work	GS-1
Time of Completion.....	GS-1
Traffic Requirements.....	GS-1
Utility Requirements.....	GS-1
Flow and Acceptance of Water	GS-2
Removal of Water	GS-3
Standard Specifications	GS-3
Resolution of Construction Claims	GS-5
APPENDICES	
Project Plans.....	Appendix A
Lighting Fixture Cut Sheets	Appendix B

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

**COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT
CIP No. 520**

NOTICE IS HEREBY GIVEN that sealed bids for the **LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT, CIP No. 520**, ("Project") in the City of Laguna Hills will be received at the Office of the City Engineer of the 24035 El Toro Road, Laguna Hills, until **2:00 p.m. on Monday, August 11, 2025**, at which time they will be publicly opened and read aloud.

MANDATORY PRE-BID MEETING: A **mandatory** pre-bid meeting will be held at the Project site on **Tuesday, July 29, 2025 at 10:00 a.m.** Site Address: 25555 Alicia Parkway, Laguna Hills, California 92653. Meet at the decorative staircase next to the soccer field across from the Community Center.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including Christy box replacements, electrical switchgear work, new ground-level lighting along the meandering pathway from the front parking lot to the playground, uplighting along the retaining wall and at the gazebo, new conduit to pull fiber optic cable to existing security cameras, and other miscellaneous improvements as shown on the plans and as required to complete the work.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within three (3) business days of bid opening, contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Bonds (Faithful Performance and Material and Labor) and Construction Schedule.

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

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

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

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations

pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

Dated this Xth day of July 2025.

City of Laguna Hills, California

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

Published: Orange County Register

CITY OF LAGUNA HILLS

INSTRUCTIONS TO BIDDERS FOR

LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT CIP No. 520

1. PROPOSAL FORMS

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

2. PROPOSAL GUARANTEE (BID BOND)

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

3. NON-COLLUSION AFFIDAVIT

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

4. PROPOSAL BID SHEET

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

5. DELIVERY OF PROPOSAL

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

6. WITHDRAWAL OF PROPOSALS

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

7. NONRESPONSIVE PROPOSALS

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

8. TAXES

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

9. DISQUALIFICATION OF BIDDERS

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

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

10. INTERPRETATION OF PLANS AND DOCUMENTS

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

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

11. ADDENDA OR BULLETINS

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

12. LEGAL RESPONSIBILITIES

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

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

13. AWARD OF CONTRACT

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

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Bonds (Faithful Performance and Material and Labor). Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

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

/

/

14. PREVAILING WAGE RATES

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

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

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

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

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

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

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section

12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

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

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

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

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

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

Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

/

18. SUBSTITUTION OF SECURITIES

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

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

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

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

19. BID DOCUMENT/PROPOSAL EDITS

No Proposer shall modify, edit, interlineate or change any portion of the Bid Proposal pages without the Agency's written issuance of a formal Addenda. Any Proposer that modifies, edits, interlineates or changes the Bid Proposal sheets with unauthorized changes shall be deemed to be a non-responsive Bidder.

BIDDER'S NAME: _____

CITY OF LAGUNA HILLS

**PROPOSAL
FOR**

**LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT
CIP No. 520**

TO CITY OF LAGUNA HILLS, as CITY:

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

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

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

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

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

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

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

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

BIDDER'S NAME: _____

DATE: _____, 20__

BIDDER'S ADDRESS: _____

BY: _____
(Print Name)

(Signature)

PHONE: (____) _____

TITLE: _____

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

BY: _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name: _____

Business Address: _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class: _____

Original Date Issued: _____ Expiration Date: _____

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

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

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

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

BY: _____
(Print Name)

(Signature of Notary Public)

(Signature)

TITLE: _____

(SEAL)

BIDDER'S NAME: _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

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

Subcontractor Name: _____

Address: _____

License No. and Class: _____

DIR Registration No.: _____

Phone No.: _____ Email: _____

Percent of Total Contract: _____

Specific Scope of Work: _____

Subcontractor Name: _____

Address: _____

License No. and Class: _____

DIR Registration No.: _____

Phone No.: _____ Email: _____

Percent of Total Contract: _____

Specific Scope of Work: _____

Subcontractor Name: _____

Address: _____

License No. and Class: _____

DIR Registration No.: _____

Phone No.: _____ Email: _____

Percent of Total Contract: _____

Specific Scope of Work: _____

Subcontractor Name: _____

Address: _____

License No. and Class: _____

DIR Registration No.: _____

Phone No.: _____ Email: _____

Percent of Total Contract: _____

Specific Scope of Work: _____

BIDDER'S NAME: _____

REFERENCES

The BIDDER shall provide the names, addresses, phone numbers, and e-mail addresses of three (3) references for which BIDDER has performed similar work within the past three years, with at least two (2) references being public agencies. Failure of the BIDDER to list the required references in the bid proposal, or the subsequent inability of the CITY to verify any provided references, shall result in the BIDDER being deemed non-responsive.

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

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

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

DESIGNATION OF SURETIES

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

Name: _____
Address: _____
Phone No.: _____ Contact: _____

Name: _____
Address: _____
Phone No.: _____ Contact: _____

Name: _____
Address: _____
Phone No.: _____ Contact: _____

Name: _____
Address: _____
Phone No.: _____ Contact: _____

CONTRACTOR'S LICENSING STATEMENT

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

Contractor's License Number: _____

DIR Registration No.: _____

Name of Individual Contractor (Print or type):

Signature of Owner(s): _____

Business Address: _____

or

Name of Company: _____

Business Address: _____

Officers:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

or

Name of Corporation: _____

Business Address: _____

Corporation organized under the laws of the State of:

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

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

BY: _____
(Print Name)

(Signature of Notary Public)

(Signature)

TITLE: _____

(SEAL)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (the "Principal") has submitted a
(NAME OF BIDDER)
bid (the "Bid") to the City of Laguna Hills, California (the "City") for construction of the

(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
the "Work"), as specifically set
forth in documents entitled _____,
(TITLE OF BID PACKAGE)
Dated: _____, 20____ (the "Specifications").

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

PRINCIPAL:

SURETY:

(Principal Name) (Seal)

(Surety Name) (Seal)

By:

By:

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

By:

By:

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone:

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

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

BIDDER'S NAME: _____

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

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

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

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

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

Signed: _____

Title

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

Signature of Notary Public

(SEAL)

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT
CIP No. 520

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	Mobilization (5% max of Total)	1	LS		
2	Replace Existing Damaged NEMA 3r Exterior Cabinet at Musco Relay System And Pour New 3"H. Concrete Housekeeping Pad; Blow and Vacuum Clean All Other Electrical Panels and Equipment Occurring Inside the Nema 3r Enclosure. This Scope Shall Include Rust Removal and Repainting Equipment Covers with Rust Inhibitor or Protective Coatings. Refer To Notes and Specifications on Sheet E-3 For Additional Requirements That Shall Be a Part of This Base Bid. (Plan Note 1).	2	EA		
3	Remove and Replace Existing in Grade Concrete Utility Boxes, (Including Concrete Covers), all Digging and/or Trenching Plus all Work Required to Ensure Box Stability and Water Displacement; Perform Resistance Testing of Wiring Where it Has Been Subjected to Water. Extend Concrete from Existing Sidewalk Around Vault to Wrap Around Newly Installed Utility Boxes. Replace Standard Wire Nuts Connections with Resin Sealing Packs Where Needed. Refer To Notes and Specifications on Sheet E-3 For Additional Requirements that Shall Be a Part of This Base Bid. (Plan Note 2).	89	EA		
4	Furnish and Install New Above Ground Watertight LED Pathway Light Fixture with Side Throw Distribution and Integral Multi-Tap 0-10 Volt Driver. Fixture shall be Installed on a Concrete Footing within Landscaping Along Pathway at 20' Centers. Provide Complete with all Required Mounting Hardware. Color to be Selected. (Plan Note 3).	23	EA		
5	Furnish and Install New Above Ground Watertight LED Wallwash Fixture with Wallwash Optics, Tamper Resistant Stainless-Steel Hardware, and Integral Multi-Tap 0-10 Volt Driver. Fixture shall be Installed on a Concrete Footing in Sloped Landscaping with a Weather Resistant Rab 'Mighty Post' for the Illumination of Low Wall. Provide Complete with all Required	7	EA		

	Mounting Hardware. Color to be Selected. (Plan Note 4).				
6	Furnish and Install New Above Ground Watertight LED Uplight Fixture, with Half Shield and Integral Multi-Tap 0-10 Volt Driver. Fixture shall be Installed on a Concrete Footing with a Weather Resistant Rab 'Mighty Post', Located in Plater Area at South Side of Gazebo. Provide Complete with all Required Mounting Hardware. Color to be Selected. (Plan Note 5).	5	EA		
7	Trench and Sawcut to Provide New Underground Homerun into Panel Located within the Maintenance Building. (Plan Note 6).	1	LS		
8	Furnish and Install New Minimum 3/4" Underground PVC Conduit With 2#10 and 1#10 CU. Ground. Trench and Sawcut as needed for a Minimum Depth of 18". (Plan Note 7).	1	LS		
9	Field Verify the Physical Condition of Each Existing Pedestal Mounted NEMA 3R Self Contained Power Centers with Existing Transformer and Branch Circuit Breakers and Provide the Simple Maintenance Described in Notes on Sheet E-3. (Plan Note 8).	4	EA		
10	Remove and Replace Existing Exterior Power Center 'RR' Switchgear and Breakers and Extend Existing Concrete Housekeeping Pad. Pour New Housekeeping Pad Under New Cabinet (After Removal of Existing, Before Replacement with New to Gain More Distance from Ground Level Debris that likely Caused Intensified Rusting of Original. Scope shall Include Replacement Outdoor Musco Stand-Alone Cabinet Only, (No New Relays). Use Wire Brush and/or Grinder Sanding Attachments to Remove Rust from Bottom of Main/Meter Switchgear. Apply Rust Deterrent to Exposed Metals after Sufficient Removal, Prime and Paint with Close Match Spray Paint. (Plan Note 9).	1	EA		
11	Furnish and Install New 12"W X 18"L X 12"D NEMA 3R Pull Box at Base of Each Existing Wireless Security Camera Pole And (1) 3/4" EMT Conduit Riser Surface Mounted on Pole Exterior to Camera, (Assuming +16'). Refer To Site Plan for Underground Conduit Size Between Poles and Conduits into Comm Cabinets Located in Maintenance Room. (Plan Note 10).	19	EA		
12	Furnish and Install New Below Grade Pull Box for Every 400' of Straight Runs, at Every 90 Degree Bend and where there are more than Two 45 Degree Bends. Install New 2" PVC	1	LS		

	Underground to New Concrete In-Ground Pull Boxes and 1-1/4" PVC from New Large In-Ground Pull Boxes to Nearby Camera Locations. Exact Conduit and Pull Box Size shall be Carefully Coordinated and Confirmed with the City's Security Vendor. Route in Common Trench with Lighting System Conduits Wherever Possible. Install Pull Line Inside all New Conduits for Cameras. (Plan Note 15).				
13	Furnish and Install New Below Grade Pull Box for Every 400' of Daisy Chained Conduits, at Every 90 Degree Bend and where there are more than Two 45 Degree Bends. New 2" PVC Underground to New Concrete In-Ground Pull Boxes and 1-1/4" PVC from New Large In-Ground Pull Boxes to Nearby Camera Locations. Exact Conduit and Pull Box Size shall be Carefully Coordinated and Confirmed with the City's Security Vendor. Route in Common Trench with Lighting System Conduits Wherever Possible. Install Pull Line Inside all New Conduits for Cameras. (Plan Note 16).	1	LS		
14	Furnish and Install New 17"W X 30"L X 18"D Below Grade Concrete Pull Box with Removable Cover and Quantity of KO's Required for the Number of Conduits Indicated. Exact Size shall be Confirmed with City's Security Vendor. (Plan Note 17).	3	EA		
15	Restore Decorative Sidewalk to Match Existing Conditions. Color and Material Carefully Coordinated and Confirmed with the City.	10	SF		
16	Provide New Steel Pole, (Height as Directed by City), for new City Provided Camera. Exact Location Shall be Confirmed and Coordinated in Field. (Plan Note 18).	2	EA		

TOTAL BID IN FIGURES:

\$ _____

TOTAL BID IN WORDS:

_____ DOLLARS

AND _____ CENTS.

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

PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BID FIGURES" AND THE "TOTAL BID IN WORDS", THE "TOTAL BID IN WORDS" SHALL PREVAIL.

CITY OF LAGUNA HILLS

**PROPOSAL BID SHEETS
FOR**

**LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT
CIP No. 520**

PROPOSAL

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

BIDDER _____

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

BY: _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE: _____

(SEAL)

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

By: _____

Title: _____

BIDDER'S NAME: _____

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

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT, CIP No. 520 AND IN THE SPECIAL PROVISIONS FOR LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT, CIP No. 520 accepts all conditions and requirements contained therein.

Bidder

By

Date

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

CITY OF LAGUNA HILLS

**CONTRACT AGREEMENT
FOR**

**LAGUNA HILLS COMMUNITY CENTER CARPET REPLACEMENT PROJECT
CIP NO. 520**

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

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Notwithstanding any provisions of this Agreement to the contrary, CITY and CONTRACTOR mutually agree that CITY's maximum cumulative payment obligation hereunder (including CONTRACTOR's profit) shall be _____ Dollars (\$_____.__), which shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions

herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

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

CITY:

CONTRACTOR:

JARAD HILDENBRAND, CITY MANAGER
CITY OF LAGUNA HILLS

(CORPORATION (NAME - TYPE))

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

JENNIFER LEE, CMC, CITY CLERK
CITY OF LAGUNA HILLS

(TITLE)

BY: _____
(PRINT)

GREGORY E. SIMONIAN, CITY ATTORNEY
CITY OF LAGUNA HILLS

(SIGNATURE)

(TITLE)

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

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

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

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

PRINCIPAL:

(Principal Name) (Seal)

By:

(Signature)

(Print Name and Title)

By:

(Signature)

(Print Name and Title)

Principal Address and Telephone:

SURETY:

(Surety Name) (Seal)

By:

(Signature)

(Print Name and Title)

By:

(Signature)

(Print Name and Title)

Surety Address and Telephone:

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

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

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

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

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

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

PRINCIPAL:

(Principal Name) (Seal)

By:

(Signature)

(Print Name and Title)

By:

(Signature)

(Print Name and Title)

Principal Address and Telephone:

SURETY:

(Surety Name) (Seal)

By:

(Signature)

(Print Name and Title)

By:

(Signature)

(Print Name and Title)

Surety Address and Telephone:

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

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

COMPENSATION INSURANCE CERTIFICATE

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

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

Contractor

By: _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

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

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

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

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS
GENERAL SPECIFICATIONS
FOR
LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT
CIP No. 520

SCOPE OF WORK

The work to be performed and completed by Contractor consists of furnishing all materials, equipment, tools, labor, and all other incidental work in this specification document. The general items of work to be done hereunder consist of LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT, CIP No. 520 as depicted on the Bid Set of Plans and Specifications.

LOCATION OF WORK

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

TIME OF COMPLETION

The Contractor shall complete all work in every detail within sixty (60) working days after the date of the Notice to Proceed.

TRAFFIC REQUIREMENTS

The Contractor shall not block any access to ongoing business operations at the Laguna Hills Community Center, 25555 Alicia Parkway, Laguna Hills, CA 92653, at any time. Contractor's workers shall park their work and/or private vehicles along the most southerly parking spaces in the parking lot. No materials or equipment shall be stored in parking lots, plaza, or public spaces.

UTILITY REQUIREMENTS

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

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

NAME	ADDRESS	ATTENTION	Phone Number
AT&T	3939 E. Coronado St. Anaheim, CA 92807	Robert Fleisher	714/618-9129
OCTA	550 S. Main Street Orange, CA 92613-1584	Kyle Poff	714/560-5816
Southern California Edison	14155 Bake Parkway Irvine, CA 92718	Chris Schafer	949/458-4413

El Toro Water District	24251 Los Alisos Blvd. Lake Forest, CA 92630	Brian Miller	949/837-7050 Ext. 224
Gas Company	1919 South State College Anaheim, CA 92806	Andrew Alday	714/385-3377
Gas Company Southern Region Transmission CR&R	P. O. Box 1100 Chatsworth, CA 91313 P.O. Box 1100 San Juan Capistrano, CA 92693-1100	Rosalyn Squires Mike Campuzano	818/701-4546 949/254-1779
Saddleback Unified School District	25631 Diseno Drive Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communication	27121 Towne Centre Drive Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005 Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
San Diego Gas & Electric	662 Camino de los Mares San Clemente, CA 92673	Attn: Dolphus D. Davis	949/369-4721

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

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

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

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

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

REMOVAL OF WATER

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

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

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2024 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, also known as the "Greenbook", including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California, which is incorporated herein by this reference. Copies of these Standard Specifications are available from the publisher:

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

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

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

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

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

California Department of Transportation
Publications Distribution Unit

1900 Royal Oaks Drive
Sacramento, California 95815-3800
Telephone (916) 263-0822
Fax (916) 263-0470

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

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

WAGE RATES AND LABOR CODE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Apprentices

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

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

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

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

- a) The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. However, upon receipt of a claim, the City, and the Contractor may, by mutual agreement, extend the time period provided by statute.
- b) For claims of all amounts, the City shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the City requires approval from the City Council, and the City Council does not meet within the 45-day period to respond, the City shall have up to three days to issue its response following the City Council meeting.
- c) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City’s written determination.
- d) If the claimant disputes the City’s response, or if the City fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the City must schedule a meet and confer conference within 30 days for settlement of the disputed claim.
- e) Within 10 business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the City shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.
- f) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City’s written determination.
- g) Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The City and the claimant shall mutually agree on a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.

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

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

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

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

NOTICE OF THIRD-PARTY CLAIMS

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

CLAYTON ACT AND CARTWRIGHT ACT

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

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS FOR

LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT CIP No. 520

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

City	City of Laguna Hills
Board	City Council
Caltrans	California Department of Transportation
County	County of Orange
Engineer	City Engineer
Federal	United States of America
State	State of California
Contractor	Contractor, its workers, employees and agents
Project	LAGUNA HILLS COMMUNITY CENTER ELECTRICAL UPGRADES PROJECT, CIP No. 520

1-3 ABBREVIATIONS.

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

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

1-7 AWARD AND EXECUTION OF CONTRACT.

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

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

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

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

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

- Faithful Performance Bond
- Form W-9
- Material and Labor Bond
- Construction Materials Submittals
- Construction Schedule

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

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

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

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

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

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

SECTION 2 – SCOPE OF WORK.

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

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

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

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

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

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

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

2-4 COOPERATION AND COLLATERAL WORK. [Add the following]:

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

2-8 EXTRA WORK.

2-8.2 Payment.

2-8.3 Markup.

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

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

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

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

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

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

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

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

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

SECTION 3 – CONTROL OF THE WORK.

3-10 SURVEYING.

3-10.3 Survey Services. [Add sub-section]:

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

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

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

5-3 LABOR.

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

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

5-4 INSURANCE.

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

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

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

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

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

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

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance

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

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

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

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

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

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

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

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

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

voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

5-4.5.4 Deductibles and Self-Insured Retentions.

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

5-4.5.6 Primary and Non-Contributing Insurance.

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

5-4.5.7 Waiver of Subrogation.

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

5-4.5.8 Evidence of Coverage.

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

5-4.5.9 Requirements Not Limiting.

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

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

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

5-4.5.11 Insurance for Subcontractors.

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

5-4.5.12 Other Insurance Requirements.

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

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

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

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

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project.

It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

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

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

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

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

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

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

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

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

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

For claims received by Contractor:

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

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the City.

For claims received by City:

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

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

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

5-7 SAFETY.

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

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

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

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

5.7.2 Safety Orders

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

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

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

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to Engineer a written detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

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

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

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

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.

(b) The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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

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

SECTION 6 - PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

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

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

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

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

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term "schedule" is used

in this section it shall mean CPM progress schedule illustrated by the Gantt Bar method. The schedule shall be prepared by qualified and experienced scheduling staff.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

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

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

Schedule activities shall include the following:

- A. A clear legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and not more than 20 working days, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for Project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

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

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

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

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

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

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

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

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

6-3 TIME OF COMPLETION.

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

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

The Contractor shall complete all work under the Contract within sixty (60) consecutive working days after the date on the Notice to Proceed.

The Contractor shall ensure the availability of all material prior to the start of work. Unavailability of material will not be sufficient reason to grant the Contractor an extension of time for 100 percent completion of work.

Working Days. "Any City holiday, defined as January 1st, the third Monday in January (Martin Luther King Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4th, the first Monday in September (Labor Day), November 11th (Veterans Day), the fourth Thursday and Friday in November (Thanksgiving and Friday after), December 24th through December 31st."

Working Hours. Normal working hours are limited to 7:00 a.m. to 4:00 p.m., Monday through Friday.

The Contractor, subcontractors, suppliers, etc., shall not generate any noise at the work site, storage sites, staging areas, etc., before or after the normal working hours prescribed above.

Should the Contractor elect to work outside normal working hours, Contractor must first obtain special permission from the Engineer. The request may be for 4:30 p.m. to 6:30 p.m. on weekdays or 7:00 a.m. to 4:00 p.m. on Saturday only. A request for working during any of these hours must be made at least 72 hours in advance of the desired time period. A separate request

must be made for each work shift. The Engineer reserves the right to deny any or all such requests. Additionally, the Contractor shall pay for supplemental inspection costs of \$205.00 per hour when such time periods are approved.

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

The Contractor's activities shall be confined to the hours between 7:00 AM and 4:00 PM, Monday through Friday, excluding holidays, unless otherwise specified. Slurry seal application operations, if any shall terminate no later than 1:30 PM of each working day or at the determination of the Engineer. Slurry seal application operations shall occur within two (2) days after scheduled trash pickup days. Work shall be prohibited any time on Saturday, Sunday or Federal Holidays except as provided herein. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

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

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

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

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

6-4 DELAYS AND EXTENSIONS OF TIME

6-4.1 General [Add the following to the end of this section:]

No time extension shall be granted unless the claimed delay meets each and every of the following conditions:

- (a) The delay was caused by unforeseen events and was beyond the control of Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events of which Contractor was not advised at or before the time of bidding;
- (c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the Completion of the whole Work within the Contract time;

- (d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;
- (e) The delay was not associated with loss of time resulting from the necessity of submittals to CITY for approval, or from necessary CITY surveys, measurements, inspections and testing;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and
- (g) The delay could not have been prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the CITY, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. CITY shall take into consideration other relevant factors such as concurrent delays.

Contractor has the burden of proving that any delay was excusable, including but not limited to an analysis that establishes no concurrency.

No extension of time will be granted for an excusable delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the Work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned did in fact cause a delay in final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials" shall apply only to materials, articles, parts or equipment which are standard items and are to be incorporated in the Work. The term "shortage of materials" shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

6-4.3 Payment for Delays [Replace paragraph with the following:]

To be compensable, an excusable delay must be one for which the CITY is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; **however**, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, such as judicious handling of forces, equipment, or plant, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the CITY or the delay was caused by factors beyond the control of the CITY, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite CITY's reasonable arrangements for such performance; or (d) any other defense available to CITY under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

The Contractor may not seek damages for delay of a planned Completion of the Work before the contractual deadline for Completion of the Work.

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

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the City \$1,000.00. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

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

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

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

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

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

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

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

SUBSTITUTION OF SECURITIES

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

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the City, and deposited with a State or Federally chartered bank as the escrow agent. Said securities will be used as a substitute for retention earnings required

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

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

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

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

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

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

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

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

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on

this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

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

7-3.5 Contract Unit Prices

7-3.5.1 General. [Replace with the following]:

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then no adjustment in payment will be made regardless of the quantity of work performed.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 7-3.7.

7-3.5.2 [Delete entire section]

7-3.5.3 [Delete entire Section]

7-3.7 Agreed Prices. [Replace with the following]:

Agreed Prices are prices for new or unforeseen work established by mutual agreement between the Contractor and the Agency. If mutual agreement cannot be reached, the Engineer may direct the Contractor to proceed on the basis of Extra Work in accordance with Section 7-4.

7-4 PAYMENT FOR EXTRA WORK.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor [Amend as follows]:

Delete "Workers Compensation Insurance and Liability Insurance" from the "employer payments" in the first paragraph.

7-4.3 Markup.

7-4.3.1 Work by the Contractor. [Replace with the following]:

The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead, profits, Workers Compensation Insurance & Liability Insurance;

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

To the sum of the Costs and markups provided for this subsection, one percent shall be added as compensation for bonding. In any event, notwithstanding the above markups, the total labor mark-up shall not exceed 33% of the base labor hourly pay rate. No additional compensation shall be allowed.

7-4.3.2 Work by a Subcontractor. [Replace with the following]:

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of work. A markup of ten percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

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

9-1 EXTENDED FIELD OFFICE OVERHEAD COST.

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

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

grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

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

When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the City and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

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

10-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

10-1.1 General.

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

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

10-2 COOPERATION AND COLLATERAL WORK.

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

10-3 PROJECT SITE MAINTENANCE.

10-3.1 Cleanup and Dust Control.

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

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

In accordance with California Senate Bill 1383, Contractor shall recycle at least 75% of construction materials from demolition operations, and shall submit a Construction & Demolition Waste Recycling Plan to the City prior to the start of work.

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

The Contractor shall:

(a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.

(b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.

(c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.

(d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

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

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

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

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

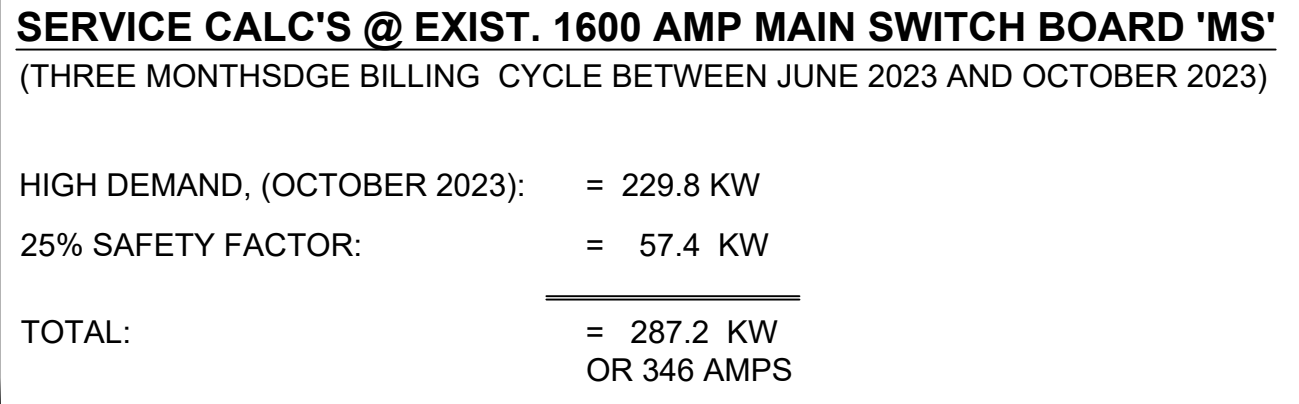
10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

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

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

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

Appendix A – Laguna Hills Community Center Electrical Upgrades Project Plans



DIVISION 26 SPECIFICATIONS

UTILITY BOXES

ELECTRICAL EQUIPMENT & WIRING

FIELD QUALITY CONTROL: OPERATE EACH LUMINAIRE AFTER INSTALLATION AND CONNECTION. INSPECT FOR IMPROPER CONNECTIONS AND OPERATION.

ADJUSTING: AIM AND ADJUST LUMINAIRES AS DIRECTED BY THE CITY

CLEANING: CLEAN PHOTOMETRIC CONTROL SURFACES, CLEAN FINISHES AND TOUCH UP DAMAGE.

LED DRIVERS

GENERAL:
PROVIDE DRIVER TYPE (NON-DIMMED, STEP-DIMMED, CONTINUOUS-DIMMING, ETC.) AS INDICATED ON THE LUMINAIRE SCHEDULE ON THE DRAWINGS. MINIMUM WARRANTY OF 5 YEARS (NOT PRO-RATED) TO INCLUDE LED DRIVER AND ALL LED COMPONENTS.
DRIVER SHALL HAVE A RATED LIFE OF 50,000 HOURS. MINIMUM AND SHALL BE FURNISHED FROM A SINGLE MANUFACTURER TO ENSURE COMPATIBILITY.

DRIVER SHALL MODULATE CURRENT AT HIGH FREQUENCIES
DRIVER SHALL HAVE A MINIMUM POWER FACTOR (PF) OF 0.9 AND A MAXIMUM CREST FACTOR (CF) OF 1.5 AT FULL INPUT POWER AND ACROSS SPECIFIED VOLTAGE RANGE
DRIVER SHALL OPERATE NORMALLY FOR INPUT VOLTAGE FLUCTUATIONS OF PLUS OR MINUS 10 PERCENT
DRIVER SHALL HAVE A MAXIMUM TOTAL HARMONIC DISTORTION (THD) OF <20% AT FULL INPUT POWER AND ACROSS SPECIFIED VOLTAGE RANGE

WIRING CONNECTIONS TO LED DRIVERS SHALL UTILIZE POLARIZED QUICK-DISCONNECTS FOR FIELD MAINTENANCE.

PROVIDE ALL OF THE FOLLOWING DATA ON SUBMITTALS:

- INPUT WATTS
- POWER FACTOR (PF)
- CREST FACTOR (CF) AT FULL INPUT POWER
- TOTAL HARMONIC DISTORTION (THD).

WIRING CONNECTORS: WIRING CONNECTORS SHALL MEET THE REQUIREMENTS OF SECTION 26 05 19 LOW-VOLTAGE ELECTRICAL POWER

CONDUCTORS AND CABLES: TWIST-ON WIRE CONNECTORS, SOLDERLESS TWIST-ON SPRING CONNECTORS (WIRE-NUTS) WITH INSULATING COVERS FOR COPPER WIRE SPLICES AND TAPS. ALL WIRE CONNECTORS USED IN SITE LIGHTING APPLICATIONS SHALL BE SILICONE GEL-FILLED TWIST CONNECTORS OR CONNECTORS DESIGNED FOR DAMP AND WET LOCATIONS. GEL-FILLED TWIST-ON CONNECTORS MAY BE USED FOR COPPER CONDUCTOR SIZES 6 AWG AND SMALLER FOR SITE LIGHTING APPLICATIONS. THE MANUFACTURER'S WIRE FILL CAPACITY MUST BE FOLLOWED.

SECTION 26 05 04

CLEANING, INSPECTION, AND TESTING OF ELECTRICAL EQUIPMENT

PART 1 - GENERAL

SCOPE

THE WORK UNDER THIS SECTION INCLUDES THE REQUIRED CLEANING, INSPECTION, ADJUSTMENT, MAINTENANCE AND TESTING OF ELECTRICAL EQUIPMENT, AS SPECIFIED HEREIN. THIS APPLIES ONLY TO NEW ELECTRICAL AND EXISTING ELECTRICAL EQUIPMENT BEING FURNISHED, MODIFIED, WORKED ON OR SERVICED BY THIS CONTRACTOR FOR THIS PROJECT. INCLUDED ARE THE FOLLOWING TOPICS:

PART 1 - GENERAL

SCOPE

RELATED WORK

PART 2 - EXECUTION

GENERAL INSPECTION AND CLEANING OF ALL ELECTRICAL EQUIPMENT

GROUNDING SYSTEMS

MEDIUM VOLTAGE SWITCHES

LIQUID (OIL) FILLED TRANSFORMERS

DRY TYPE TRANSFORMERS

LIGHTNING ARRESTERS/SURGE SUPPRESSION

METERING AND INSTRUMENTATION

BATTERY SYSTEMS

MECHANICAL AND ELECTRICAL INTERLOCK SYSTEM

METAL ENCLOSED BUS DUCT

GROUND FAULT SYSTEMS

SWITCHBOARDS (LOW VOLTAGE)

PANELBOARDS

MOTOR STARTERS AND MOTOR CONTROL CENTERS

CABLES

MANHOLES

LIGHT FIXTURES

OCCUPANCY SENSORS

BATTERY PACK EMERGENCY LIGHTING

UPS SYSTEM

GENERATORS

AUTOMATIC TRANSFER SWITCHES

CONDUIT TERMINATION IN UTILITY BOXES AND BUILDINGS:

BELL ENDS: MANUFACTURED BELL ENDS OF APPROPRIATE SIZES AT EACH END OF CONDUIT. WHEN ENTERING A NEW BUILDING OR A NEW MANHOLE A PRE-MANUFACTURED PVC BELL END SYSTEM (AS MANUFACTURED BY FORMEX OR SIMILAR) WITH CONDUIT SEALS, PROVISIONS FOR ROUGHING INTO THE CONCRETE AND WATER STOPS IS ALLOWED.

SEALS: WHEN ENTERING AN EXISTING BUILDING OR UTILITY BOX BELOW GRADE, THE CONCRETE SHALL BE CORE DRILLED FOR THE APPROPRIATE SIZE CONDUIT AND SEAL. THE SEAL SHALL BE A MECHANICAL INTERLOCKING ASSEMBLY OF MODULAR RUBBER LINKS PROPERLY SIZED TO FIT THE PIPE AND TIGHTENED IN PLACE, IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION.

BUSHINGS: STEEL GROUNDING BUSHINGS SHALL BE USED ON ALL METAL CONDUITS ENTERING A BUILDING OR UTILITY BOX.

GROUNDING: STEEL GROUNDING BUSHINGS SHALL BE GROUNDED TO UTILITY BOX OR JUNCTION BOX GROUND.

CONCRETE: CONCRETE USED THROUGHOUT SHALL BE READY MIXED CONCRETE FURNISHED BY AN APPROVED MIXING PLANT. THE PLANT SHALL COMPLY WITH THE REQUIREMENTS OF NATIONAL READY MIXED CONCRETE ASSOCIATION CERTIFICATION PLAN. THE CONCRETE MIX USED WITH TYPE SCHEDULE 40 HEAVY WALL CONDUIT SHALL BE 3000 PSI MINIMUM, 3/4" AGGREGATE.

EXCAVATIONS:
EXCAVATE TRENCHES FOR DUCTBANK TO ADEQUATE WIDTH, DEPTH, AND PROPER SLOPE AS SPECIFIED.

INSTALL FORMS ON SIDES OF DUCTBANK IF TRENCH IS NOT OF PROPER FIRMNESS TO PREVENT CAVE-IN.

THE TRENCH SIDEWALL SHALL BE LESS THAN 6 INCHES FROM THE EDGE OF THE CONDUIT BEING INSTALLED. INSTALL FORMS IF NEEDED TO LIMIT THE TRENCH WIDTH.

BOTTOM OF TRENCH SHALL BE UNDISTURBED EARTH. IF TRENCH BOTTOM IS TOO LOW FOR PROPER GRADE, FILL TO PROPER LEVEL WITH SAND AND MECHANICALLY COMPACT IT.

EACH EXCAVATED SECTION FROM MANHOLE TO MANHOLE AND FROM MANHOLE TO BUILDING SHALL BE COMPLETELY EXCAVATED AND GRADED BEFORE ANY DUCT IS LAID IN THAT SECTION.

PLACEMENT OF CONDUIT
INSTALL FLUSH BELL ENDS ON DUCT AT MANHOLES AND BUILDINGS. WHEN ENTERING A NEW BUILDING OR A NEW MANHOLE A PRE-MANUFACTURE END BELL SYSTEM (BY FORMEX OR SIMILAR) WITH CONDUIT SEALS IS ALLOWED.

WHEN ENTERING AN EXISTING BUILDING OR MANHOLE, CORE DRILL EXISTING WALLS AND WATERPROOF USING A MECHANICAL SEAL OF ASSEMBLED RUBBER LINKS PROPERLY SIZED FOR THE PIPE AND TIGHTEN IN PLACE, IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTION, AFTER THE NEW CONDUIT IS INSTALLED.

INSTALL SPACERS AS RECOMMENDED BY CONDUIT MANUFACTURER AND REQUIREMENTS STATED ABOVE, BUT NOT TO EXCEED A MAXIMUM OF 6 FT-0 IN. ON CENTER FOR PVC CONDUIT AND 8 FT-0 IN. ON CENTER FOR STEEL CONDUIT. BOTTOM SPACERS SHALL REST ON 8" X 10" X 2" CONCRETE PADS TO PREVENT THEM FROM SINKING INTO THE GROUND AND REDUCING THE BOTTOM CONCRETE COVER. STAGGER CONDUIT JOINTS IN CONCRETE ENCASEMENT 6 IN. MINIMUM HORIZONTALLY.

TIE THE CONDUIT ASSEMBLY DOWN AT REGULAR INTERVALS SO IT DOES FLOAT UP IN THE CONCRETE DURING THE POUR.

PITCH CONDUIT PROPERLY FOR DRAINAGE TO MANHOLE AND TO PREVENT LOW POCKETS OR IRREGULAR DIPS BETWEEN CONDUIT ENDS. PITCH CONDUIT AWAY FROM BUILDING AND TOWARD MANHOLE. MINIMUM PITCH TO BE 4 INCHES PER 100 FEET.

INSTALL NOT MORE THAN ONE 90 DEGREE BEND OR EQUIVALENT BETWEEN MANHOLES FOR PRIMARY CONDUIT AND TWO 90 DEGREE BENDS OR EQUIVALENT FOR SIGNAL CONDUIT.

INSTALL INSULATED GROUNDING BUSHINGS ON STEEL DUCT ENDS.

INSTALL CLOSURE PLUGS IN ALL EMPTY CONDUITS AT UTILITY BOXES AND BUILDING ENTRANCES AND AT TERMINATIONS IN EQUIPMENT PEDESTALS TO PREVENT THE ENTRANCE OF WATER, SEDIMENT AND VAPORS.

RESTORATION
AFTER COMPLETION OF DUCTBANK INSTALLATION, RETURN ALL GROUND AND PAVEMENT SURFACES TO ORIGINAL CONDITION OR TO CONDITION AS INDICATED ON THE DRAWINGS. THIS INCLUDES ALL SIDEWALKS, CURBS, STREETS, PARKING AREAS, LAWNS, PLANTINGS, ETC.

LED LIGHTING: THE WORK UNDER THIS SECTION INCLUDES EXTERIOR LUMINAIRES, ACCESSORIES AND FOUNDATIONS. ALSO INCLUDED ARE THE FOLLOWING TOPICS:

PART 1 - GENERAL

SCOPE

RELATED WORK

SUBMITTALS

PROJECT RECORD DOCUMENTS

COORDINATION AND MAINTENANCE DATA

COORDINATION

PART 2 - PRODUCTS

LED LUMINAIRES

LED DRIVERS

BLEVEL SWITCHING

WIRING CONNECTORS

FOUNDATIONS

PART 3 - EXECUTION

INSTALLATION

ADJUSTING

CLEANING

SUBMITTALS: SHOP DRAWINGS: INDICATE DIMENSIONS AND COMPONENTS FOR EACH LUMINAIRE AND BASE.

PRODUCT DATA: FOR EACH LUMINAIRE TYPE, SUBMIT LUMINAIRE INFORMATION INCLUDING CATALOG CUTS WITH HIGHLIGHTED CATALOG NUMBERS, AND REQUIRED ACCESSORIES.

LUMINAIRE:

- MANUFACTURER AND CATALOG NUMBER.
- TYPE (IDENTIFICATION) AS INDICATED ON THE PLANS AND SCHEDULE.
- DELIVERED LUMENS
- INPUT WATTS
- EFFICACY
- COLOR RENDERING INDEX

DRIVER:

- MANUFACTURER AND CATALOG NUMBER
- TYPE (NON-DIMMING, STEP-DIMMING, CONTINUOUS DIMMING, ETC.)
- POWER FACTOR, CREST FACTOR, THD, ETC.

PROJECT RECORD DOCUMENTS

ACCURATELY RECORD ACTUAL LOCATIONS OF EACH LUMINAIRE AND UNDERGROUND CIRCUIT.

PROVIDE RECORD DRAWINGS OF THE FINAL, AS INSTALLED AND MEASURED, POINT-BY-POINT FOOT-CANDLE LAYOUT FOR EACH AREA INVOLVED.

OPERATION AND MAINTENANCE DATA: ALL OPERATIONS AND MAINTENANCE DATA SHALL COMPLY WITH THE SUBMISSION AND CONTENT REQUIREMENTS SPECIFIED UNDER SECTION GENERAL REQUIREMENTS.

COORDINATION: USE BOLT TEMPLATES AND LUMINAIRE MOUNTING ACCESSORIES TO INSTALL ANCHOR BOLTS IN CONCRETE BASE.

LED LUMINAIRES: LED LUMINAIRES SHALL MEET ALL LIGHTING CONTROLS ASSOCIATION, (LCA) PRODUCT QUALIFICATION CRITERIA. THE TECHNICAL REQUIREMENTS THAT THE LUMINAIRE SHALL MEET FOR EACH APPLICATION CATEGORY ARE:

- MINIMUM LIGHT OUTPUT.
- ZONAL LUMEN REQUIREMENTS.
- MINIMUM LUMINAIRE EFFICACY.
- MINIMUM CRI.
- L70 LUMEN MAINTENANCE.
- MINIMUM LUMINAIRE WARRANTY OF 5 YEARS (NOT PRO-RATED) TO INCLUDE LED DRIVER AND ALL LED COMPONENTS.

ADDITIONAL REQUIREMENTS:
COLOR TEMPERATURE SHOULD NOT EXCEED 4100K LCAS CRITERIA FOR ZONAL LUMEN DISTRIBUTION REQUIREMENTS OR BACKLIGHT-UP/LIGHT-GLARE (BUG) STANDARDS FOR EXTERIOR LUMINAIRES.

LIGHT OUTPUT OF THE LED SYSTEM SHALL BE MEASURED USING THE ABSOLUTE PHOTOMETRY METHOD FOLLOWING IES LM-79 AND IES LM-80 REQUIREMENTS AND GUIDELINES. LUMINAIRE SHALL MAINTAIN 70% LUMEN OUTPUT (L70) FOR A MINIMUM OF 50,000 HOURS. LUMEN OUTPUT SHALL NOT DEPRECIATE MORE THAN 20% AFTER 10,000 HOURS OF USE. LUMINAIRE AND DRIVER SHALL BE FURNISHED FROM A SINGLE MANUFACTURER TO ENSURE COMPATIBILITY.

LUMINAIRE COLOR RENDERING INDEX (CRI) SHALL BE A MINIMUM OF 70 FOR EXTERIOR LUMINAIRES.

LED LUMINAIRE SHALL BE THERMALLY DESIGNED AS TO NOT EXCEED THE MAXIMUM JUNCTION TEMPERATURE OF THE LED FOR THE AMBIENT TEMPERATURE OF THE LOCATION. THE LUMINAIRE IS TO BE INSTALLED, RATED CASE TEMPERATURE SHALL BE SUITABLE FOR OPERATION IN THE AMBIENT TEMPERATURES TYPICALLY FOUND FOR THE INTENDED INSTALLATION. EXTERIOR LUMINAIRES TO OPERATE IN AMBIENT TEMPERATURES OF -40°F TO 104°F (-40°C TO 40°C).

LUMINAIRE SHALL OPERATE NORMALLY FOR INPUT VOLTAGE FLUCTUATIONS OF PLUS OR MINUS 10 PERCENT.

LUMINAIRE SHALL HAVE A MAXIMUM TOTAL HARMONIC DISTORTION (THD) OF <20% AT FULL INPUT POWER AND ACROSS SPECIFIED VOLTAGE RANGE.

ALL CONNECTIONS TO LUMINAIRES SHALL BE REVERSE POLARITY PROTECTED AND PROVIDE HIGH VOLTAGE PROTECTION IN THE EVENT CONNECTIONS ARE REVERSED OR SHORTED DURING THE INSTALLATION PROCESS.

ALL LUMINAIRES SHALL BE PROVIDED WITH KNOCKOUTS FOR CONDUIT CONNECTIONS. THE LED LUMINAIRE SHALL CARRY A LIMITED 5-YEAR WARRANTY MINIMUM FOR LED LIGHT ENGINE(S)/BOARD ARRAY, AND DRIVER(S).

PROVIDE ALL OF THE FOLLOWING DATA ON SUBMITTALS:

- DELIVERED LUMENS
- INPUT WATTS
- EFFICACY
- COLOR RENDERING INDEX

PART 1 - GENERAL

SCOPE

THE WORK UNDER THIS SECTION INCLUDES UNDERGROUND CAST IN PLACE CONCRETE DUCTBANKS FOR ELECTRICAL POWER AND SIGNAL SYSTEM DISTRIBUTION. THE TERM "SIGNAL" IS USED THROUGHOUT THIS SPECIFICATION AS A GENERIC TERM TO INCLUDE COMMUNICATIONS, CONTROL, SECURITY AND OTHER LOW VOLTAGE SYSTEMS. INCLUDED ARE THE FOLLOWING TOPICS:

PART 1 - GENERAL

SCOPE

RELATED WORK

SUBMITTALS

PART 2 - PRODUCTS

CONDUIT

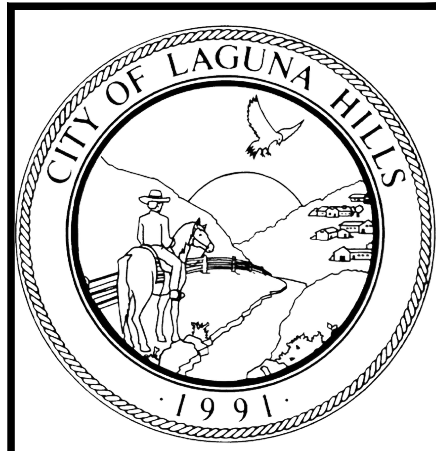
ELBOWS

SPACERS

CONDUIT TERMINATION IN UTILITY BOXES AND BUILDINGS

PLUGS

PART 3 - EXECUTION



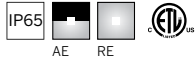
FOSTER DESIGN GROUP
CONSULTING ENGINEERS INC.
14471 Chambers Road #104
Laguna Hills, CA 92653
Ph: 949.253.9630
Job #



SITE ELECTRICAL AND LIGHTING UPGRADES FOR:
LAGUNA HILLS COMMUNITY CENTER
25555 ALICIA PARKWAY
LAGUNA HILLS, CA 92653

ELECTRICAL NOTES				REMARKS
#	DATE	REMARKS	DATE	REMARKS
01	01/01/2025	CLIENT REVIEW		
02	01/01/2025	PLAN CHECK CORRECTIONS		
03	07/01/2025			
04				
05				
06				
07				
08				
09				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				
51				
52				
53				
54				
55				
56				
57				
58				
59				
60				
61				
62				
63				
64				
65				
66				
67				
68				
69				
70				
71				
72				
73				
74				
75				
76				
77				
78				
79				
80				
81				
82				
83				
84				
85				
86				
87				
88				
89				
90				
91				
92				
93				
94				
95				
96				
97				
98				
99				
100				

Appendix B – Lighting Fixture Cut Sheets



General: Joe is a family of robust and elegant path markers and regular size bollards. The absence of any sharp corner makes it safe and suitable for even the most delicate applications (schools, public areas). Having both Asymmetric and Round distribution makes the range complete.

Fixture Body: Open pore Anodized and Powder Coated Die-Cast Aluminum.

Diffuser: UV Resistant PMMA (Polymethylmethacrylate).

Mounting: Open pore Anodized and Powder Coated Aluminum Base (Standard). Anchor Bolts and mounting pegs available upon request.

Dimensions/Weight: 3.8" (2.65 lbs) – 19.7" (3.91 lbs)

Driver: Integral, 120-277V Dimmable 0-10V.

Wattages: 11W (All Sizes).

Cable: Fixture comes with 3.28' of power cable.

Safety features: Fixture is equipped with Electrostatic discharge protection (4 KV), Surge Protection (0.5 KV) and Acquastop (anti-wicking).

IP rating: IP65 for protection against dust and moderate water jets from any angle.

IK rating: IK 09

ETL Certification: ETL, wet location

Optics: Fixed, with Asymmetric or Round Emission.

Color temperatures: 3000K – 4000K.

CRI: 80+

BUG Rating: Asymmetric B0-U0-G0 – Type IV (Dark Sky Compliant) / Round B1 U0 G1 – Type I (Dark Sky Compliant)

Lumen Maintenance: L70 projections tested at Tj 65° C and Ta 25°.

Warranty: 5-year Limited Warranty on fixtures. 1-year Limited Warranty on Remote Drivers.



AE 3.8" (11W)



AE 19.7" (11W)



RE 3.8" (11W)



RE 19.7" (11W)

Delivered Lumens*	3.8"	19.7"
AE	380	380
RE	514	514

*Values shown for 3000K

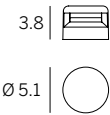
Ordering Information

JOE				11 - ID		GE		
Product	Finish	Type	Size	Wattage/Operation	Color Temp	Optic	+	Accessories ¹
JOE = Joe	BOGR = Bollard, Gray BODB = Bollard, Dark Brown	AE = Asymmetric Emission RE = Round Emission	4 = 3.8" 20 = 19.7"	11 ID = 11W / Integral (0-10V Dim)	30 = 3000K 40 = 4000K	GE = General Illumination		Ground Peg E14931 (4) Anchor Bolts E59950 (20)

¹ See page 2

ASYMMETRIC EMISSION

3.8" 11W ID

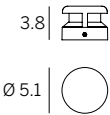


19.7" 11W ID

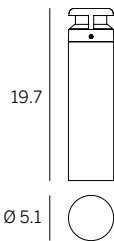


ROUND EMISSION

3.8" 11W ID



19.7" 11W ID



ACCESSORIES



E14931

Ground Peg
for 3.8"



E59950

Anchor Bolts
for 19.7"

DATE:	PROJECT:	TYPE:
-------	----------	-------

CATALOG NUMBER LOGIC:



*120v only.

CATALOG NUMBER LOGIC

Example: YO - LED - TR - x130 - WW - BLP - 9 - 11 - CV - INC - MT

MATERIAL

Aluminum

SERIES

YO - Yosemite

SOURCE

LED - Chip on Board Technology

HOUSING

TR - Integral Driver

LED TYPE

x130 - 23W LED/2700K	x113 - 34W LED/2700K
x131 - 23W LED/3000K	x114 - 34W LED/3000K
x133 - 23W LED/4000K	x116 - 34W LED/4000K

OPTICS

WW - Wall Wash

FINISH (See page 2 for full-color swatches)

Standard Finishes (BZP, BZW, BLP, BLW, WHP, WHW, SAP, VER)

Premium Finish (ABP, AMG, AQW, BCM, BGE, BPP, CAP, CMG, CRM, HUG, NBP, OCP, RMG, SDS, SMG, TXF, WCP, WIR)

Also available in RAL Finishes

LENS TYPE

9 - Clear (Standard)

SHIELDING

11 - Honeycomb Baffle

ACCESSORIES

CV - Cutoff Visor

CS - Cutoff Snoot

BD - Adjustable Barn Boors

CONTROL OPTION

ELV - Dimming Driver (For use with Electronic Low Voltage Dimmer)

INC - Dimming Driver (For use with Incandescent Dimmer)

0-10 - Dimming Driver (For use with 0-10 Dimmer)

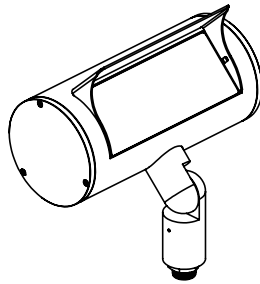
INPUT VOLTAGE

MT - 120-277 VAC

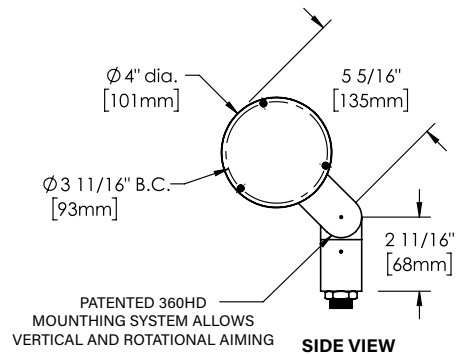
DATE:

PROJECT:

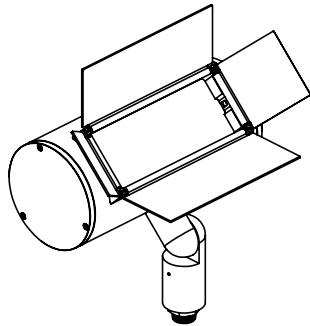
TYPE:



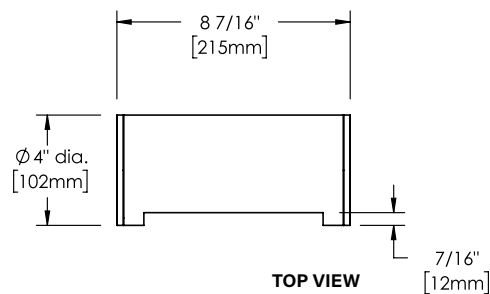
CUTOFF VISOR



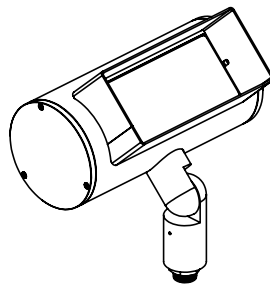
SIDE VIEW



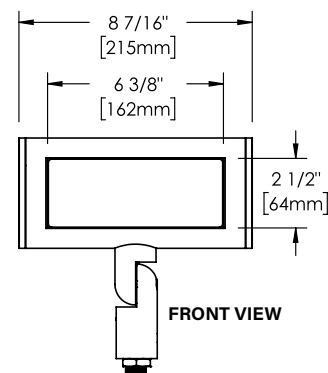
BARN DOOR



TOP VIEW



CUTOFF SNOOT



FRONT VIEW

STANDARD FINISHES



[Click Here](#) to view larger, full-color swatches of all available finishes on our website.

PREMIUM FINISHES

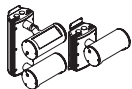
**B-K LIGHTING****MADE IN THE USA**559.438.5800 | INFO@BKLIGHTING.COM | BKLIGHTING.COM

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF B-K LIGHTING, INC. AND ITS RECEIPT OR POSSESSION DOES NOT CONVEY ANY RIGHTS TO REPRODUCE, DISCLOSE ITS CONTENTS, OR TO MANUFACTURE, USE OR SELL ANYTHING IT MAY DESCRIBE. REPRODUCTION, DISCLOSURE OR USE WITHOUT SPECIFIC WRITTEN AUTHORIZATION OF B-K LIGHTING, INC. IS STRICTLY FORBIDDEN.

12/06/2022 SKU-1394
SUB-2845-00

DATE:	PROJECT:	TYPE:
-------	----------	-------

Accessories (Configure separately)



PM3DJ & PM3J

SPECIFICATIONS

ELECTRICAL	WATTAGE	23W or 34W LED
	WIRING	XLPE coated, 18AWG, 600V, 150° C rated and certified to UL 1569 standard.
	DRIVER	With one (1) 600mA or 900mA, Class II, constant current integral driver. 50/60Hz. >0.9 Power Factor, 5A in-rush current (typical at 120VAC), ≤20%THD (nominal at 120VAC full load). Output over-voltage, over-current, and short circuit protection with auto recovery. Dimming driver for use with 0-10V, Incandescent, Standard TRIAC, or ELV dimmers. 1-100% range. *TRIAC/ELV dimming at 120VAC only
PHYSICAL	MATERIALS	Furnished in copper-free aluminum (6061-T6).
	BODY	Enclosed, water-proof wireway with machined end caps gasketed to create a water-tight seal for optical compartment.
	KNUCKLE	360HD Mounting System features a mechanical taperlock, allowing full 180° vertical adjustment without the use of aim-limiting serrated teeth. High temperature, silicone 'O' Ring provides water-tight seal and compressive resistance to maintain fixture position. Design withstands 73 lbs. static load prior to movement for optical alignment with a ½" pipe thread for mounting. Biaxial source control additionally provides 360° horizontal rotation in addition to vertical adjustment. Aim & Lock technology allows precision adjustment without the redundant tightening and loosening of knuckle screw. 360HD hardware is stainless steel with black oxide treatment for additional corrosion resistance.
	LENS	Shock-resistant, tempered glass lens is factory adhered to fixture cap and provides hermetically sealed optical compartment.
	LED	Integrated solid state system and modular design with electrical disconnects allow for easy field upgrade and maintenance. LM-80 certified. Minimum 50,000 hour rated life at 70% of initial lumens (L70). LED technology provides long life, significant energy reduction and exceptional thermal management.
	COLOR MANAGEMENT	Chip on board technology delivers natural white light. Exact color point conformity exceeds ANSI C78.377 standard. Module exceeds 80 CRI (RA>80, R9.16). Color point uniformity 2 SDCM color control for 2700K-4000K CCT.
	ACCESSORIES	Three (3) accessory options for optimum lighting control.
	HARDWARE	Tamper-resistant, stainless steel hardware. LOCK hardware is black oxide treated for additional corrosion resistance.
	FINISH	StarGuard, our 15-stage chromate-free process cleans and conversion coats aluminum components prior to application of Class 'A' TGIC polyester powder coating and is RoHS compliant.
	WARRANTY	5-year limited warranty.
	CERTIFICATION & LISTING	UL tested to IESNA LM-79. UL Listed. Certified to CAN/CSA/ANSI Standards. RoHS compliant. Suitable for indoor or outdoor use, in wet locations, and for installation within 4' of the ground. IP65 Rated. Made in the USA with sustainable processes.



RoHS



B-K LIGHTING

MADE IN THE USA

559.438.5800 | INFO@BKLIGHTING.COM | BKLIGHTING.COM

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF B-K LIGHTING, INC. AND ITS RECEIPT OR POSSESSION DOES NOT CONVEY ANY RIGHTS TO REPRODUCE, DISCLOSE ITS CONTENTS, OR TO MANUFACTURE, USE OR SELL ANYTHING IT MAY DESCRIBE. REPRODUCTION, DISCLOSURE OR USE WITHOUT SPECIFIC WRITTEN AUTHORIZATION OF B-K LIGHTING, INC. IS STRICTLY FORBIDDEN.

12/06/2022 SKU-1394
SUB-2845-00

LAMP & DRIVER DATA

DATE:

PROJECT:

TYPE:

LM79DATA					L70 DATA
BK No.	Delivered Lumens	CCT (Typ.)	CRI (Ra. Typ.)	InputWatts (Typ.)	Minimum Rated Life (hrs.) 70% of Initial Lumens (L70)
x130	1884	2700K	80	23	50,000
x131	1924	3000K	80	23	50,000
x133	1965	4000K	80	23	50,000
x113	2611	2700K	80	34	50,000
x114	2631	3000K	80	34	50,000
x116	2744	4000K	80	34	50,000



MODEL 1045 | Specification Sheet

Commercial Series • Floodlight • LED

TYPE:

MODEL:

PROJECT:

PRODUCT FEATURES

Wattage	14 – 26 W
Voltage	120 – 277 VAC
Lumens	1100 – 2400 Delivered Lumens
Distribution	17° (VNS), 18° (NS), 30° (MF), 50° (WF)
CCT	2700K, 3000K, 3500K, 4000K, 5000K
CRI	80 CRI min.
Dimming	0-10V or Phase Cut (TRIAC/ELV-120VAC only) available
Driver	Multi-Volt 120-277VAC with tri-modal dimming capabilities
Dimensions	4½" DIA x 10½" D



Click on image for alternate shields
(within Adobe Acrobat or Acrobat Reader)

ORDERING INFORMATION

EXAMPLE: 1045-GM-MF-27-A-MV-PCT-FS

MODEL	FINISH	DISTRIBUTION	COLOR TEMP	LUMENS	VOLTAGE	DIMMING	ACCESSORIES
1045					MV		

MODEL	FINISH				DISTRIBUTION	COLOR TEMPERATURE			
1045	B	Black	BR	Architectural Brick	G	Verde	VNS	Very Narrow Spot * NS Narrow Spot MF Medium Flood WF Wide Flood	27 2700K 30 3000K 35 3500K 40 4000K 50 5000K
	Z	Architectural Bronze	LZ	Light Bronze	P	Pewter			
	DZ	Dark Bronze	SB	Special Bronze	M	Mocha			
	GT	Granite	GG	Glossy Gray	OF	Olde Finish			
	W	White	R	Rust					
			HG	Hunter Green					
			WB	Weathered Bronze					
			WI	Weathered Iron					
			GM	Graphite Metallic					
DELIVERED LUMENS		VOLTAGE		DIMMING		ACCESSORIES		ORDERING NOTES	
A	1100-1500 Lumens	MV	Multi Volt (120-277VAC)	ND	Non Dimming	BD	Barn Doors	* 1045-VNS is only available in A, B Delivered Lumen Packages	
B	1500-1900 Lumens			010	0-10V	FS	Full Light Shield		
C	1900-2400 Lumens			PCT	Phase Cut (TRIAC/ELV-120VAC only)	HS	Half Light Shield	** Not available with VNS distribution	
						CS	Cast Shield		
						HL	Honeycomb Louver **	If fixture is to be used in conjunction with Extended Arm Mount (EAM): Must specify with extended wire length	
						S	5 Foot Wire Lead		



PROFESSIONAL
OUTDOOR LIGHTING

www.VistaPro.com • email@vistapro.com • Fax: (888) 670-VISTA (8478)

1625 Surveyor Avenue • Simi Valley, CA 93063 • (805) 527-0987 • (800) 766-VISTA (8478)

Vista Professional Outdoor Lighting reserves the right to modify the design and/or construction of the fixture shown without further notification.

Page 1 of 3

REV 12.09.24

Page 136 of 229



SPECIFICATIONS

HOUSING:

Die-cast A360 aluminum. Optic and driver compartment environmentally sealed. Housing aimable utilizing Vista's patented Infinity Knuckle.

DOOR:

Die-cast A360 aluminum. Stainless steel fasteners. Door is designed to shed water from the lens surface.

FINISH:

Powder coat finish available in Black, Architectural Bronze, Dark Bronze, Granite, White, Architectural Brick, Light Bronze, Special Bronze, Glossy Gray, Rust, Hunter Green, Weathered Bronze, Weathered Iron, Graphite Metallic, Verde, Pewter, Mocha and Olde Finish. Custom Powder coat finishes available on request.

LENS:

4.0mm thick tempered and beveled clear glass.

REFLECTOR:

Precision molded metalized optics combined with glare controlling filters. Very Narrow Spot optic incorporates an additional internal source shield to eliminate unwanted glare outside the beam pattern.

LED:

Discreet performance LEDs binned to three MacAdam ellipses. 14 – 26 Watts.

COLOR TEMPERATURE:

2700K, 3000K, 3500K, 4000K or 5000K CCT White.

COLOR RENDERING:

80 CRI minimum

ACCESSORIES:

Barn Doors **BD**, Full Shield **FS**, Half Shield **HS** and Cast Shield **CS** available.

WIRING:

Prewired with 150° C-rated wire.

MOUNTING:

Infinity Knuckle – Die-cast, copper-free aluminum, stainless steel stem with 1/2" NPT thread. A fully sealed spherical grommet allows for precise aiming and retention.

CERTIFICATIONS | STANDARDS | COMPLIANCE:

- UL Certified for wet locations (USA & Canada) | (UL)
- Ingress Protection Rating: **IP66**
- Buy American Act (**BAA**)
- Build America, Buy America Act (**BABA**)

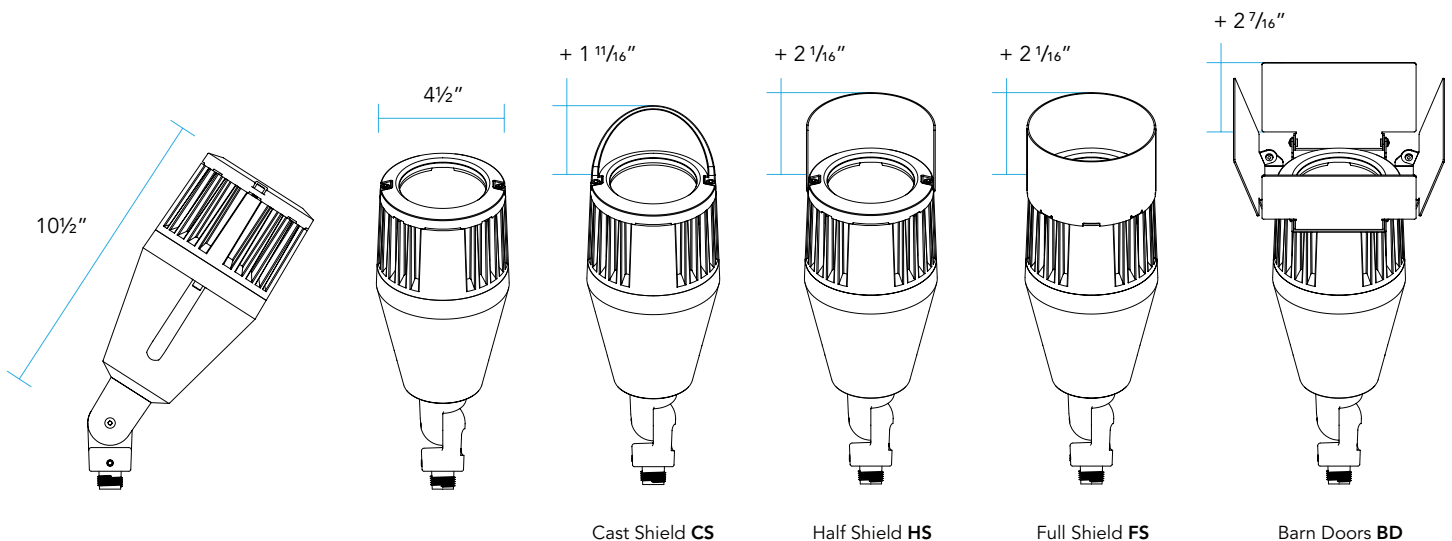
DRIVER:

Multi-Volt **MV** 120V-277V equipped with tri-modal dimming capabilities. Start up/Operating Temperature: -10°C to +50°C. Non-dimmable, 0-10V and Phase Cut (TRIAC/ELV-120VAC only) options available.

LIGHT DISTRIBUTION:

Very Narrow Spot **VNS** (17°) | NEMA 3x3
Narrow Spot **NS** (18°) | NEMA 3x3
Medium Flood **MF** (30°) | NEMA 4x4
Wide Flood **WF** (50°) | NEMA 5x5

DIMENSIONS





DELIVERED LUMENS

BEAM SPREAD	A	B	C
Very Narrow Spot VNS	21 Watts 1141 Lumens	26 Watts 1409 Lumens	
Narrow Spot NS	14 Watts 1302 Lumens	21 Watts 1883 Lumens	26 Watts 2325 Lumens
Medium Flood MF	14 Watts 1249 Lumens	21 Watts 1807 Lumens	26 Watts 2230 Lumens
Wide Flood WF	14 Watts 1163 Lumens	21 Watts 1682 Lumens	26 Watts 2077 Lumens





Sturdy 19" PVC mounting post for ground mounted landscape lighting. Perfect for Lawn Lights, PAR-38 and Quartz Floods. Post is 2 1/2" pipe (2 7/8" O.D.) In-ground stabilizing grid. included.

Color: Black

Weight: 2.4 lbs

Project:

Type:

Prepared By:

Date:

Technical Specifications

Compliance

UL Listed:

Suitable for wet locations. Fixtures with ground wire must be used.

Trade Agreements Act Compliant:

This product is a product of Cambodia and a "designated country" end product that complies with the Trade Agreements Act

Construction

Post Materials:

UL Schedule 40 PVC pipe

Set Screw:

Locks cap to post and prevents rotation

Cap:

PVC

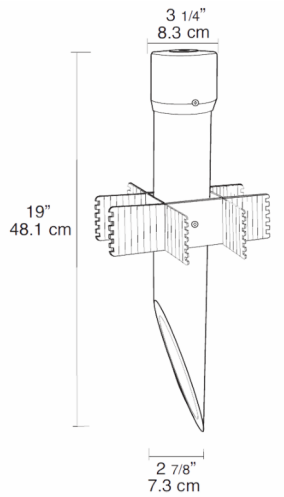
Other

Note:

H101 is not compatible with MP17 or MP19

Patents:

Pat. D424,524.

Dimensions**Features**

Rugged extruded PVC pipe

Sturdy "Ground Grabber" stabilizer with teeth and ribs for maximum stability

Also available a 19" PVC post and an extra rugged Die cast aluminum cap for heavier HID floods

1/2" threaded hole fits standard floodlights & lawn lights

Thick wall PVC post with molded-in color

Post Adapter lets you add outlets and sensors



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Jarad Hildenbrand, City Manager
Issue: Opposition Letter to the Proposed Compass Battery Energy Storage System (BESS) Facility in San Juan Capistrano

Recommendation: That the City Council authorize the Mayor to sign and submit the attached letter expressing the City of Laguna Hills' formal opposition to the proposed Compass Battery Energy Storage System (BESS) facility in the City of San Juan Capistrano.

Background:

Compass Energy Storage LLC has proposed the construction of a 250-megawatt (MW) Battery Energy Storage System (BESS) facility in northern San Juan Capistrano. The proposed site is located adjacent to Interstate 5, the LOSSAN/Amtrak rail corridor, Oso Creek, and residential areas in Laguna Niguel—approximately 1,500 feet from nearby neighborhoods. The facility would utilize lithium-iron phosphate battery systems to store and discharge energy to the grid.

In early 2023, following the City of San Juan Capistrano's rejection of a zoning amendment related to the project, the applicant opted to bypass local review and instead seek approval through the California Energy Commission's (CEC) Opt-In Certification Program. On April 30, 2025, the CEC deemed the application complete, initiating a state-level process that excludes municipal discretionary oversight. The first public hearing was held on May 28, 2025.

Facilities of this type pose well-documented public safety, health, and environmental risks. In January 2025, a battery fire at the Moss Landing Power Plant in Monterey County led to the release of toxic gases, widespread evacuations, and transportation

disruptions. Similar incidents have occurred in San Diego County and other regions. The proposed Compass project site is located within a State-designated “High Fire Hazard Severity Zone” and is in proximity to critical infrastructure and constrained emergency access points. A malfunction could impact the Interstate 5 corridor, passenger and freight rail service, and surrounding communities.

Additionally, the project site’s location near Oso and Arroyo Creeks raises concerns about water contamination and habitat disruption in the event of a fire or chemical release.

In response to these risks, the City of San Juan Capistrano formally adopted a resolution of opposition on June 3, 2025. The Orange County Board of Supervisors has implemented a moratorium on new BESS projects in unincorporated areas, and other jurisdictions—including Escondido and Solano County—have taken similar actions. The California Legislature has also acknowledged these concerns by introducing and adopting new safety legislation (e.g., SB 38, SB 1152, AB 303, AB 434, SB 283) to establish siting restrictions and fire safety protocols.

Given the potential regional impacts and the precedent this project may set for future development near residential communities, staff recommends that the City Council authorize the Mayor to submit a formal letter of opposition to the CEC. The proposed letter outlines concerns related to fire risk, public health, environmental degradation, transportation disruptions, and the erosion of local control.

Fiscal Impact:

There is no fiscal impact associated with submitting the letter.

Attachments:

1. Proposed Letter of Opposition

July 8, 2025

California Energy Commission
Docket Number: 24-OPT-02
Project Title: Compass Energy Storage Project

RE: Opposition to Proposed Compass Energy Storage Project (24-OPT-02)

Dear California Energy Commissioners,

As Mayor of the City of Laguna Hills, I am writing to express my strong opposition to the proposed Battery Energy Storage System (BESS) facility less than 1,500 feet from Laguna Niguel residents. The project applicant, Compass Energy Storage LLC, proposes to construct, own, and operate an approximately 250-megawatt (MW) BESS facility in the City of San Juan Capistrano. The project site is located within the northern portion of San Juan Capistrano, adjacent to the Oso Creek Channel, Interstate-5, and the LOSSAN/Amtrak Railroad.

The BESS facility would be composed of lithium-iron batteries, which are incredibly dangerous when they overheat, causing the batteries to catch fire. The proposed location of Compass Energy Storage's project site poses significant public safety, public health, environmental, and economic concerns that jeopardize the well-being of residents across the county, including:

- **Wildfire Risks:** The proposed project site is surrounded by vegetation and steep terrain, as well as homes and schools, and is in close proximity to a high fire severity zone, easily leading to the widespread destruction of homes
- **Public Health:** Lithium batteries emit toxic gases within seconds of igniting, leading to air pollution and public health risks. If first responders quickly extinguish a lithium battery fire, they would be exposed to hazardous, toxic gases, which can cause severe, debilitating health impacts. If the fire is not readily extinguished, the toxic gases emitted would generate a public health risk for the surrounding communities.
- **Environmental:** Any water or fire extinguishing compounds used to combat the fire will become easily contaminated with heavy metals and absorbed into the region's soil, adversely impacting the local ecosystem.
- **Water Quality:** The project's proximity to the Oso and Arroyo Creek waterbed further exacerbates potential water quality issues, contaminating the San Juan Creek Watershed, which flows to the Pacific Ocean just miles away.
- **Erosion:** The proposed project site is immediately adjacent to an unimproved area of Oso Creek that is experiencing high velocity/volume flows near an active Railroad.

City of Laguna Hills

Opposition to Proposed Compass Energy Storage Project (24-OPT-02)

July 8, 2025

Page 2

- Economic: A fire at the proposed project site would likely lead to the closure of the railroad and the Interstate-5 corridor. Even the temporary closure of these key transportation routes would severely impact the Orange County economy.

As Mayor of the City of Laguna Hills, I strongly urge the California Energy Commission to carefully and thoroughly consider these adverse public safety, public health, environmental, and economic concerns throughout the review process. The health and safety of California residents should always take precedence over any potential benefits proposed by this project.

Sincerely,

Joshua Sweeny, Mayor
City of Laguna Hills



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Confirmation of 2025 Weed Abatement Cost Report

Recommendation: That the City Council:

1. Conduct a public hearing regarding the 2025 Weed Abatement Cost Report; and
2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Confirming the 2025 Weed Abatement Cost Report and Providing for the Collection of Weed Abatement Assessments on the Next Regular Tax Bill Levied Against the Subject Parcels for Municipal Purposes."

Background:

The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance and abate all weeds, rubbish, refuse, and dirt upon the streets, sidewalks, parkways, or private property in the City, as identified and described in the 2025 Weed Abatement List. This is done for the purpose of health and safety, management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties. The Weed Abatement Program is administered by the Public Works Department under the direction of the Public Works Director and with the assistance of Code Enforcement. The City Council adopted Resolution Nos. 2025-04-08-1 and 2025-05-13-1 in April and May of this year, respectively, which authorized the annual Weed Abatement Program.

Property owners of properties that were identified as containing materials needing abatement under this program were notified by letter dated April 9, 2025, to clear their

properties by May 31, 2025.

Extensive public relations efforts were made by the City's Code Enforcement Officer to reduce the number of properties to be cleared by the City contractor. All properties that had not implemented weed abatement in a timely manner were also contacted by a door hanger and telephone contact to further encourage voluntary abatement compliance. City staff's extensive efforts to assure private property compliance, in addition to good public response this year, resulted in 547 of the 548 private properties identified for weed abatement clearing their own parcels. One property owner did not abate their weeds and the City performed the necessary weed abatement as described in the attached Cost Report. The City has also completed its annual weed abatement on all City-owned properties and City easements throughout the City.

The Weed Abatement Public Hearing Notice for confirmation of 2025 Weed Abatement Cost Report was published and posted as required by state law. It is recommended that the City Council open the public hearing, receive testimony, close the public hearing and adopt the Resolution confirming the Cost Report associated with the clearing of properties as authorized.

Fiscal Impact:

The total cost to be assessed for one private property abated is \$1,453.01. This cost is comprised of direct contractor charges and a City \$503.01 per parcel administrative charge. The City will be reimbursed for the \$1,453.01 in costs through property tax collection procedures. Weed Abatement on City-owned parcels has proceeded in accordance with the FY2024/2025 Operating Budget.

Attachments:

1. Proposed Resolution and Exhibit A: Weed Abatement Cost Report

RESOLUTION NO. 2025-07-08-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONFIRMING THE 2025 WEED ABATEMENT COST REPORT AND PROVIDING FOR THE COLLECTION OF WEED ABATEMENT ASSESSMENTS ON THE NEXT REGULAR TAX BILL LEVIED AGAINST THE SUBJECT PARCELS FOR MUNICIPAL PURPOSES

WHEREAS, on April 8, 2025, the City Council adopted Resolution No. 2025-04-08-1, thereby commencing the Weed Abatement Program for 2025 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by resolution as a public nuisance and abate all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2025 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and

WHEREAS, Resolution No. 2025-04-08-1 commenced the 2025 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2025 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2025 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse and/or dirt that, when dry, become a fire hazard; and

WHEREAS, on April 9, 2025, the City sent the legally required notice to destroy weeds and remove rubbish, refuse, and dirt to all affected property owners identified on the 2025 Weed Abatement List; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by May 31, 2025, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will be constitute a lien upon such parcel or lands until paid; and

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council would hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a Public Hearing process conducted on May 13, 2025; and

WHEREAS, during the May 13, 2025 Public Hearing, the City Council was to have heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2025 Weed Abatement List; however, no public testimony was received; and

WHEREAS, on May 13, 2025, the City Council adopted Resolution No. 2025-05-13-1, thereby: 1) determining not to allow any objections; 2) issuing an abatement order and authorizing the Public Works Director to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2025 Weed Abatement List; 3) acquiring jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels; 4) declaring that it is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2025 Weed Abatement List, which assessments against the respective parcels of land shall constitute a lien; and 5) ordering the Public Works Director to keep an accounting of the cost of abatement on each separate parcel of land where removal work is performed and to submit to the City Council for confirmation an itemized written report showing such abatement costs; and

WHEREAS, pursuant to Resolution Nos. 2025-04-08-1 and 2025-05-13-1, the Public Works Director did abate such nuisances and/or caused the same to be abated by having such weeds removed; and

WHEREAS, the Public Works Director kept an accounting of the cost of such abatement in front of or upon each separate parcel of land in the form of an itemized cost report submitted this date to the City Council showing the cost of removing the weeds in front of or upon each separate lot, parcel, or piece of land, or both ("2025 Weed Abatement Cost Report"), said report having been posted in the manner and for the time required by law; and

WHEREAS, the City Council duly considered the 2025 Weed Abatement Cost Report, along with any objections of the property owners liable to be assessed for the abatement, on this 8th day of July 2025.

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 has received and considered the 2025 Weed Abatement Cost Report prepared by the Public Works Director, which is attached hereto as Exhibit "A", and hereby confirms the report without modification.

SECTION 2. The City Clerk is hereby directed for each subject parcel, to record this Resolution in the office of the County Recorder and also to promptly forward a certified copy of this resolution confirming the 2025 Weed Abatement Cost Report along with a certified copy of the 2025 Weed Abatement Cost Report to the Orange County Auditor-Controller and County Tax Collector, who shall add the amount of the assessments to the next regular tax bill levied against the subject parcels for municipal purposes.

PASSED, APPROVED, AND ADOPTED this 8th day of July 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-07-08-X adopted by the City Council of the City of Laguna Hills, California, at a regular meeting thereof, held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

2025 Weed Abatement Cost Report
Exhibit A
(Privately Owned Parcels)

AP Number:	Address:	Work Date:	Hand Work Cleared (sf):	Mow Work Cleared (sf):	Admin. Fee:	Hand Charges:	Mowing Charges:	Debris Removal Charges:	Total Charged:	City/District Code:
588-141-06	Behind 23092 Mill Creek Rd	6/6/2025	2400.00	0	\$503.01	\$950.00	\$0	\$0	\$1,453.01	081



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Proposed Update to City's False Alarm Fee

Recommendation: That the City Council:

1. Conduct a public hearing; and
2. Adopt a Resolution entitled: "A Resolution of the City of Laguna Hills, California, Updating the City's False Alarm Fee, Repealing Resolution No. 2021-10-12-4, and Finding that the Action is Statutorily Exempt from the California Environmental Quality Act (CEQA) Per Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(B)(8)"

Background:

Since 1992, the City has participated in the Orange County Sheriff's Department (OCSD) False Alarm Fee Program. On July 14, 2009, the City Council adopted Ordinance No. 2009-2 adding Chapter 5-52, "Security Alarm Systems, False Alarms", to Title 5 of the Laguna Hills Municipal Code authorizing the City's continued participation in the OCSD False Alarm Fee Program and authorizing the City Council to establish the False Alarm Fee by Resolution. Concurrently with its adoption of Ordinance No. 2009-2, the City Council adopted Resolution No. 2009-07-14-2 setting the City's False Alarm Fee at \$85.00 for the third and each subsequent false alarm at the same residence or business that is responded to by Police Services in the same calendar year, or for an intentionally initiated false alarm.

On July 28, 2020, the Orange County Board of Supervisors approved an increase from \$85.00 to \$141.00 in the false alarm fees due to a cost recovery study that incorporated operating expenses including employee wage rates, benefits, overhead, equipment, supplies and costs. Subsequently, the City of Laguna Hills adopted Resolution No. 2021-10-12-4 to align the City's fee with that of the County.

On June 24, 2025, the Orange County Board of Supervisors approved an increase from \$141.00 to \$209.00 in the false alarm fees due to a new cost recovery study. OCSD is now requesting that all contract-partner cities update their false alarm cost recovery fee from \$141.00 to \$209.00, pursuant to the new cost study. The updated \$209.00 fee amount is based on the estimated reasonable cost incurred by the OCSD in responding to a security system false alarm at a residence or business.

Fiscal Impact:

The proposed fee increase will result in full cost recovery by the City of all costs associated with the response of Police Services personnel to false alarms in the City. All fees collected by OCSD are credited to the City in accordance with the law enforcement contract with the County of Orange. The current amount of the credit is approximately \$20,000 per year. It is estimated that the updated fee could result in additional cost recovery of approximately \$9,000 - \$10,000 per year.

Attachments:

1. Proposed Resolution - Update False Alarm Fee
2. OCSD False Alarm Letter and Fee Study

RESOLUTION NO. 2025-07-08-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE CITY'S FALSE ALARM FEE, REPEALING RESOLUTION NO. 2021-10-12-4, AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8)

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

WHEREAS, the City of Laguna Hills ("City") contracts with the Orange County Sheriff's Department ("OCSD") for law enforcement services; and

WHEREAS, as a contract city, the City is eligible to participate in the OCSD False Alarm Fee Program, which establishes a fee for the Sheriff's Department's response to the third and subsequent false security alarms at the same residence or business in a calendar year or an intentionally initiated false alarm; and

WHEREAS, the City has participated in the OCSD False Alarm Fee Program, since 1992; and

WHEREAS, Chapter 5-52 ("Security Alarm Systems, False Alarms") of the Laguna Hills Municipal Code provides for the City's participation in the OCSD False Alarm Fee Program and authorizes the City Council to establish the False Alarm Fee by Resolution; and

WHEREAS, the City Council previously adopted Resolution No. 2021-10-12-4 in 2021 setting the City's False Alarm Fee at \$141.00 for the third and each subsequent false alarm at the same residence or business that is responded to by Police Services in the same calendar year, or for an intentionally initiated false alarm; and

WHEREAS, the goal of the OCSD False Alarm Fee Program is to recover the direct cost of responding to false alarms; and

WHEREAS, the 2025 false alarm fee study recently conducted by the OCSD, attached hereto as Exhibit "A" and incorporated herein by reference, shows that the current estimated reasonable cost of responding to a false alarm by Police Services is \$209.00 per occurrence; and

WHEREAS, based on the OCSD fee study, the City Council hereby finds and determines that the estimated reasonable cost for responding to a false alarm is \$209.00 per occurrence; and

WHEREAS, the City desires to authorize the OCSD to continue to collect a fee for false alarm responses within the City; and

WHEREAS, the OCSD shall continue to collect the false alarm fees on behalf of the City and credit the City's annual law enforcement services contract for the amount of false alarm revenue collected; and

WHEREAS, a Notice of Public Hearing with respect to the proposed updated fee was given according to law and a Public Hearing with respect to the proposed updated was held on the 8th day of July 2025.

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

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

SECTION 2. Effective immediately, a fee of \$209.00 shall be charged for the third and subsequent false security alarm at the same residence or business, within the same calendar year, or when a false alarm is intentionally initiated, in accordance with Chapter 5-52 of the Laguna Hills Municipal Code; pursuant to the Fee Study attached hereto as Exhibit "A" and incorporated herein by reference, the City Council finds that the estimated reasonable cost for responding to a false security alarm is \$209.00 per occurrence.

SECTION 3. The OCSD is authorized to continue to collect the False Alarm fees on behalf of the City and credit the City's annual contract for the amount of the false alarm revenue collected.

SECTION 4. The City Council finds that the adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code, which provide that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of meeting operating requirements. The City's approval of the False Alarm Fee is not designed to increase services, but rather it is designed to update the City's existing fee regulations to reflect the OCSD's 2025 cost study. Updating the False Alarm Fee will assist Police Services in meeting operating expenses associated with responding to false security alarms. In accordance with such determination, City Staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 5. City Council Resolution No. 2021-10-12-4 is hereby repealed and superseded by this Resolution.

PASSED, APPROVED AND ADOPTED this 8th day of July 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-07-08-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

EXHIBIT A

OCSD Cost Study (2025)



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

May 13, 2025

Mr. Jarad Hildenbrand, City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Dear Mr. Hildenbrand:

The Orange County Sheriff Coroner (OCSD) will be taking an updated False Alarm Fee to the Orange County Board of Supervisors on June 24, 2025. The new fee will increase from \$141 to \$209; an increase of \$69 (48%).

A cost study was recently prepared by OCSD staff to determine the current cost to the Sheriff's Department when responding to excessive false alarms. The fee will be charged for the third and subsequent false alarm at the same residence or business that is responded to by the Sheriff's Department within a calendar year or for any intentionally set false alarm. The cost study indicated the fee at \$209 per occurrence will allow full cost recovery for this service.

Upon Orange County Board of Supervisors adoption, the fee is only in effect in the unincorporated areas of the County. Cities wishing to adopt this new fee will need to coordinate with the City Council to adopt a new or modify the existing City ordinance to incorporate the fee increase.

If you have any questions, please contact me at dtipping@ocsheriff.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Tipping", with a stylized flourish at the end.

Dwight Tipping
Law Enforcement Services Contracts Manager
Orange County Sheriff-Coroner

C:
Captain William Burk, Chief of Police
Erik Hendrickson, Finance Director



EXHIBIT IV FEE CHECKLIST FOR ASR SUBMISSION

DESCRIPTION

County Agencies & Departments are generally responsible for all aspects of their fees. **Three weeks** prior to filing the ASR for proposed fee updates with the Clerk of the Board, the department/agency must submit the ASR, Fee Checklist, and appropriate documentation to allow adequate time for the CEO and Auditor-Controller to perform a limited review. The Fee Checklist signed by both the CEO and Auditor-Controller must be attached to the ASR.

DEPT./AGENCY: SHERIFF CORONER DEPARTMENT DATE: 4/11/2025
DEPT./AGENCY CONTACT: NOMA M. CROOK PHONE NO.: 714-834-6681

Description of proposed fee contained in ASR:

Increase False Alarm fee from \$141 to \$209 for responding to the third and subsequent false alarm at a resident or a business in a calendar year. The fee affects the unincorporated areas of Orange County as well as any potential Contract City that adopts the rate.

Amount of annual revenue related to this proposal:
\$35,321

Answer the following questions and check appropriate boxes.

Check One
YES NO N/A

BACKGROUND:

1. Is this a revision of existing fee(s)? If YES, when were the fee(s) last revised?

☒ ☐ ☐

07/28/2020

Attach a fee schedule that includes a comparison between current and proposed fees.

2. Are there any new fee(s)?

☐ ☒ ☐

3. When will the fee(s) be effective?

Date: 7/1/2025

LEGAL CONSIDERATIONS:

4. Has legal authority for the fee been reviewed?

☒ ☐ ☐

5. Is the fee request consistent with the legal authority to levy?

☒ ☐ ☐

6. Cite the legal authority of the fee and attach a copy of the reference code(s).

Resolution No. 88-527 dated April 20, 1988, implemented false alarm of \$30 for the third and subsequent response to a false alarm at a business or resident in a calendar year.

Resolution No. 91-179, dated February 26, 1991, increase false alarm fees of \$30 to \$56 for the third and subsequent response to a false alarm at a business or resident in a calendar year.

Resolution No. 00-336, dated August 22, 2000, increase false alarm fees of \$56 to \$64 for the third and subsequent response to a false alarm at a business or resident in a calendar year.

Resolution No. 08-157, dated December 16, 2008, increase false alarm fee of \$64 to \$85 for the third and subsequent response to a false alarm at a business or resident in a calendar year.

Resolution No. 20-106, dated July 28, 2020, increase false alarm fee from \$85 to \$141 for the third and subsequent response to a false alarm at a business or resident in a calendar year.

7. Does the fee(s) meet one of Proposition 26's exceptions (Note 1)?

☒ ☐ ☐

If "NO" is checked, please contact your CEO Budget Analyst.

If "YES" is checked, please list the exception(s). If necessary, please provide attachments.

California Constitution Section 1 of Article XIII(C):

(E)(2) - A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable cost to the local government of providing the service or product.

(E)(3) - A charge imposed for the reasonable regulatory costs to the local government for issuing license and permits, performing investigations, inspections, and audits, enforcing agriculture marketing orders, and the administrative enforcement and adjudication thereof.

8. Is the drafted Board Resolution or ordinance language (if required) attached?

☒ ☐ ☐



EXHIBIT IV FEE CHECKLIST FOR ASR SUBMISSION

COMMUNICATIONS

9. List county and non-county departments, agencies, organization and/or communities impacted by the fee(s), if applicable

Businesses and homeowners of Unincorporated areas of Orange County and any potential

- a. Contract Cities that adopt the rate Have they been notified?

☐ ☒ ☐

Has the fee been coordinated with them?

☐ ☒ ☐

10. Have all advisory board and public hearing concurrencies been finalized?

☐ ☐ ☒

FEE CALCULATIONS

11. Is full cost recovery planned in the fee calculation? If not, Please provide an explanation. ☒ ☐ ☐
12. Are the proposed fee(s) derived from a cost basis analysis? If YES, Please complete questions 13 through 16. If NO, please provide explanation. ☒ ☐ ☐
13. Is agency/department indirect cost included in the fee calculation? ☒ ☐ ☐
14. Is the County General support service costs as determined by the County Wide Cost Allocation Plan (CWCAP) included in the fee calculation? ☒ ☐ ☐
15. Identification of the costs related to this fee proposal:

Personnel (Salaries & Employee Benefits)	\$	28,701.00
Services and Supplies	\$	651.00
Equipment	\$	
Department/Agency Indirect Costs	\$	5,148.00
County General support service costs (CWCAP)	\$	206.00
Other	\$	615.00
Total	\$	35,321.00

16. *Initial Fiscal Year

Costs: \$ 35,321.00

Revenue: \$ 35,321.00

NCC: \$

- *Projected Fiscal Year

Costs: \$ 35,321.00

Revenue: \$ 35,321.00

NCC: \$

* Costs, revenue, and NCC including cost and revenue related to this fee update.

17. Revenue Coding:

FUND	DEPT	BUDGET CONTROL	UNIT	REVENUE SOURCE	DEPT REVENUE SOURCE
100	060	060	1411	7460	6014
100	060	060	1412	7460	6014
100	060	060	1413	7460	6014



EXHIBIT IV FEE CHECKLIST FOR ASR SUBMISSION

Dept./Agency Authorized Signature Norma M. Crook Print Name: NORMA M. CROOK Date: 4/24/25

Auditor-Controller Signature [Signature] Print Name: JIM CHRISTIANSON Date: 5/2/25

CEO Signature [Signature] Signed by: Diana Chepi Print Name: Diana Chepi Date: 5/5/2025
AF071D9DBDD045E...

Note 1: California State Constitution, Article XIII C, § 1 (e), 2(d), (Proposition 26, November 3, 2010)
Requires a fee or charge that does not fall within the seven exceptions listed in Proposition 26 is deemed a tax which must be approved by the voter.

**ORANGE COUNTY SHERIFF DEPARTMENT
FEE CHECKLIST CALCULATION
FY 2025-26**

	Total Costs	# of False Alarm 169
Personnel (Salaries & Employee Benefits)	\$ 169.86	\$ 28,701.00
Services and Supplies	\$ 3.85	\$ 651.00
Equipment	\$ -	\$ -
Department/Agency Indirect Costs	30.46	\$ 5,148.00
County General support service costs (CWCAP)	\$ 1.22	\$ 206.00
Other	\$ 3.64	\$ 615.00
Total	<u>\$ 209.03</u>	<u>\$ 35,321.00</u>

Orange County Sheriff-Coroner Department
False Alarm Fee Cost Study
Position Cost - Deputy Sheriff II
FY 2025-26
(Based on FY 2025-26 rate)

	RATES	HOURS	Deputy Sheriff II	Cost Per Alarm Call
RESPONSE TIME PER FALSE ALARM				1.05 ^[2]
PRODUCTIVE HOURLY RATE				1.1793 ^[3]
I. DIRECT COSTS				
A. SALARIES AND BENEFITS				
1. SALARIES & WAGES				
REGULAR TIME	\$ 69.59 ^[1]	2,088 ^[1]	\$ 145,304	\$ 86.17
OVERTIME			-	-
BILINGUAL PAY			-	-
POST PAY	\$ 9,345 ^[1]	/ year / person	9,345	5.54
EDIP (Educational Incentive Pay)			-	-
Total Salaries and Wages			\$ 154,649	\$ 91.71
2. BENEFITS				
RETIREMENT	57.760% ^[1]		\$ 89,325	\$ 52.97
RETIREMENT DEFINED CONTRIBUTION	5.000% ^[1]		7,265	4.31
RETIREMENT(STAR COLA)	0.025% ^[1]		38	0.02
UNEMPLOYMENT	0.080% ^[2]		124	0.07
SALARY CONTINUANCE BENEFITS	- ^[7]		-	-
GROUP INSURANCE	\$ 1,685.91 ^[1]	/ month / person	20,231	12.00
DENTAL INSURANCE	- ^[1]		-	-
LIFE INSURANCE	- ^[1]		-	-
AD&D	\$ 24.00 ^[1]	/ year / person	24	0.01
HEALTH & WELFARE	\$ 52.00 ^[1]	/ month / person	624	0.37
WORKERS' COMPENSATION	8.210% ^[1]		11,929	7.07
MEDICARE	1.450% ^[1]		2,242	1.33
Total Benefits			\$ 131,800	\$ 78.15
TOTAL SALARIES & BENEFITS			\$ 286,449	\$ 169.86
B. SERVICES & SUPPLIES				
SERVICES & SUPPLIES			\$ 1,576 ^[4]	\$ 0.93
LIABILITY INSURANCE	\$ 4,916 ^[1]	/ year / person	4,916	2.92
TOTAL SERVICES & SUPPLIES			\$ 6,492	\$ 3.85
TOTAL DIRECT COSTS (Total of Salaries & Benefits + Services & Supplies)			\$ 292,941	\$ 173.71
II. INDIRECT COSTS				
CWCAP			\$ 2,057 ^[5]	\$ 1.22
DEPT OH	\$ 10,616 ^[1]	/ year / person	10,616	6.30
TRAINING OH	\$ 4,753 ^[1]	/ year / person	4,753	2.82
DIVISION OH + CAPTAIN			35,986 ^[6]	21.34
TOTAL INDIRECT COSTS			\$ 53,412	\$ 31.68
TOTAL DIRECT AND INDIRECT COSTS			\$ 346,353	\$ 205.39
III. TRANSPORTATION COST				
CLASS A VEHICLE	\$ 2.08 ^[7]	Miles 1.75	\$ 4	\$ 3.64
TOTAL COSTS			\$ 346,356	\$ 209.03

Notes:

^[1] Cost of a DSII is based on the average from the FY 2025-26 LEC for North and South Patrol.

^[2] Cost per Alarm Call is based on response time and calculated as follows:

Response and Drive Time	33.37
Divided by: (60 minutes in one hour)	60
Quotient	0.56
Multiply by:	1.88
Product	1.05

^[3] FY 2025-26 Productive Hourly Rate - Sworn (PO, SP, GM & GS)

^[4] Supporting Calculations - LEC Personnel Costs

^[5] FY 2025-26 Second Estimate

LEC Contract Cities	Services & Supplies	CWCAP	Division OH & Commander
Aliso Viejo	4,026	1,949	35,369
Lake Forest	2,740	1,933	30,112
San Clemente	-	1,840	25,320
Stanlon	-	1,871	29,666
Yorba Linda	-	1,794	22,325
Villa Park	2,690	2,954	73,124
Totals	9,456	12,341	215,916
Divide by:	6	6	6
Average	1,576 ^[4]	2,057 ^[5]	35,986 ^[6]

^[7] Transportation cost is part of S&S but does not include productive rate.

ORANGE COUNTY SHERIFF DEPARTMENT
FALSE ALARM REVENUE COMPARISON
FY 2025-26

DEPT REV 7460	CITY	FY 2023-24 NUMBER OF FALSE ALARM	TOTAL REVENUE AT CURRENT RATE OF \$141 / ALARM	TOTAL REVENUE AT PROPOSED RATE OF \$209 / ALARM	REVENUE INCREASE / (DECREASE)
------------------	------	--	--	--	-------------------------------------

6014	North & South Patrol	169	23,885	\$ 35,321 (1)	\$ 11,436
------	----------------------	-----	--------	---------------	-----------

(1) Current revenue divided by current fee for total calls then multiplied by the proposed fee.

Z:\FEES\FALSE ALARM\FY 2025-26\
False Alarm 2025-26 - Final
5. False Alarm Rev Comp

Prepared by: J.A.
Reviewed by: J.A.
Approved by: J.A.
Date Printed: 4/15/2025

ATTACHMENT B
PAYMENT PROVISIONS

1. Compensation: Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2025 through June 30, 2026 shall be \$12,140,982 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

The overtime costs included in the Contract are only an estimate. Sheriff shall notify City of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed City's Maximum Obligation.

2. Invoice: County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

3. Employee Bargaining: At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

4. Billing Policy: City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.

5. Late Penalties: County shall charge City late payment penalties in accordance with County Billing Policy.

6. Licensing Payments: As payment for the Licensing Services described in this Contract, County shall retain all fees paid by applicants for licenses pursuant to City ordinances. Retention of said fees by County shall constitute payment in full to County for costs incurred by County in performing the functions related to licensing; provided, however, that if any of said fees are waived or reduced by City, City shall pay to County the difference between the amount of fees retained by County and the fees that were set forth in the City's ordinances at the time this Contract was executed. If City increases the fee schedule for the licensing ordinances, either party shall have the right to seek amendment of this Contract with respect to the division of the increased fees between City and County.

7. Fees: Fees generated or collected by Sheriff contract personnel for response to false alarms or copying of documents related to the services provided in this Contract will be at County-established rates and will be credited to City on an annual basis. Narcotic asset forfeitures will be handled pursuant to Attachment G.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Greg Simonian, City Attorney
Issue: Approval of Resolution to Appoint Joseph Ames as Interim City Manager and Approval of Resolution to Appoint Joseph Ames as Assistant City Manager/Public Works Director/City Engineer After City Council Appoints A Permanent City Manager

Recommendation: That the City Council:

1. Receive an oral report providing a summary of proposed changes to the annual base salary and benefits for Joseph Ames, Assistant City Manager/Public Services Director/City Engineer, to serve as Interim City Manager as set forth in the Proposed City Manager Employment Agreement;
 2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Appointing Joseph Ames as Interim City Manager and Approving and Authorizing the Mayor to Execute an Interim City Manager Employment Agreement";
 3. Receive an oral report providing a summary of the annual base salary and benefits for Joseph Ames, Assistant City Manager/Public Services Director/City Engineer, provided to Joseph Ames upon conclusion of his temporary appointment as Interim City Manager and continuing to serve as Assistant City Manager/Public Services Director/City Engineer as set forth in the Proposed City Manager Employment Agreement; and
 4. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Appointing Joseph Ames as Assistant City Manager and Approving and Authorizing the Mayor to Execute an Assistant City Manager Employment Agreement".
-

Summary:

On June 24, 2025, City Manager Jarad E. Hildenbrand, submitted a letter of resignation, after having served the City of Laguna Hills for the past three years. Mr. Hildenbrand has accepted a position as City Manager with the City of Orange and his last day with the City of Laguna Hills will be August 8, 2025.

During a special meeting held on Wednesday, June 25, 2025, the City Council accepted Mr. Hildenbrand's resignation and unanimously voted to appoint Assistant City Manager/Public Services Director/City Engineer Joseph Ames as the Acting City Manager, effective at 5:01 p.m., August 8, 2025, pending preparation and approval of a proposed Interim City Manager Employment Agreement. This interim appointment of Mr. Ames is intended to be temporary while the City Council completes an external recruitment for a permanent City Manager.

In addition, City Council and Mr. Ames wish to enter into an employment agreement to set forth the terms and conditions of his continued employment as Assistant City Manager/Public Services Director/City Engineer after the City Council's selection and appointment of a permanent City Manager. To that end, the City Attorney was directed to also prepare a proposed Assistant City Manager Employment Agreement. Both Agreements were directed to be presented for review and approval at the July 8, 2025, regular meeting of the City Council, if possible.

A tentative offer was made to Mr. Ames to serve as Interim City Manager, and Mr. Ames has accepted that offer. A tentative offer has also been made to Mr. Ames to continue as Assistant City Manager/Public Work Director/City Engineer after appointment of a permanent City Manager, and Mr. Ames has accepted that offer as well. Therefore, it is now in order for the City Council to a) receive an oral report providing a summary of proposed changes to the annual base salary and benefits for Mr. Ames to serve as Interim City Manager, b) approve and authorize the Mayor to execute the proposed Interim City Manager Employment Agreement by adopting the proposed Resolution as set forth in **Attachment "1"**, c) receive an oral report providing a summary of proposed changes to the annual base salary and benefits to Mr. Ames to continue to serve as Assistant City Manager/Public Works Director/City Engineer, d) approve and authorize the Mayor to execute the proposed Assistant City Manager Employment Agreement by adopting the proposed Resolution as set forth in **Attachment "2"**.

Background:

Jarad Hildenbrand's last day of employment with the City will be Friday, August 8, 2025.

The City Council is not prepared to appoint a new permanent City Manager at this time and instead has initiated an external recruitment for the position of City Manager, which is not anticipated to be completed prior to August 8, 2025. The City Council has therefore opted to appoint Joseph Ames, Assistant City Manager/Public Works Director/City Engineer, to serve in an acting/interim capacity as City Manager effective 5:01 p.m. on August 8, 2025, while the City Council completes the external recruitment. The City Council voted to appoint Mr. Ames as Acting City Manager pending preparation and approval of a proposed Interim City Manager Employment Agreement on June 25, 2025.

Once a new permanent City Manager is appointed by the City Council, at some date in the future, Mr. Ames will return to his position as Assistant City Manager/Public Services/City Engineer. Mr. Ames wishes to continue in that role, but as further consideration for assuming the Interim City Manager position, he has requested the City Council to enter into an Assistant City Manager Employment Agreement that provides for severance pay in case of termination without cause in the future.

As directed by Council, discussions with Mr. Ames commenced in order to prepare a proposed Interim City Manager Employment Agreement whereby Mr. Ames will serve as Interim City Manager in addition to continuing to serve as Assistant City Manager/Public Services Director/City Engineer. A tentative offer to serve in this capacity has been made and Mr. Ames has accepted that offer. Under the proposed engagement, Mr. Ames would perform all of the City Manager duties specified by the Laguna Hills Municipal Code, the Government Code, and any other applicable laws of the State of California and will serve as the chief administrative officer of the City of Laguna Hills.

The City Attorney has now reached a final tentative agreement with Mr. Ames regarding proposed terms and conditions of his continued employment with the City and appointment as Interim City Manager, subject to approval by the City Council of an employment agreement. The City Attorney has prepared a proposed Interim City Manager Employment Agreement based on the terms and conditions tentatively agreed to by the parties. Therefore, it is now in order for the City Council to a) receive an oral report providing a summary of proposed changes to the annual base salary and benefits for Mr. Ames to serve as Interim City Manager, b) approve and authorize the Mayor to execute the proposed Interim City Manager Employment Agreement by adopting the proposed Resolution as set forth in **Attachment "1"**, c) receive an oral report providing a summary of proposed changes to the annual base salary and benefits to Mr. Ames to continue to serve as Assistant City Manager/Public Works Director/City Engineer, d) approve and authorize the Mayor to execute the proposed Assistant City Manager

Employment Agreement by adopting the proposed Resolution as set forth in **Attachment "2"**.

Pursuant to Government Code Section 36506, the City Council is required to establish the compensation of the Interim City Manager by Resolution, which appointed official holds office at the pleasure of the City Council. A copy of the proposed Resolution appointing Mr. Ames as Interim City Manager is attached hereto as **Attachment "1"**.

Pursuant to Laguna Hills Municipal Code Chapter 2-08, the City Council is authorized to appoint an interim city manager and may provide for such employment by approving the proposed Interim City Manager Employment Agreement, which is attached hereto as **Exhibit "A" to Attachment "1"**.

In addition, a copy of the proposed Resolution appointing Mr. Ames as Assistant City Manager/Public Works Director/City Engineer at the conclusion of his temporary appointment as Interim City Manager is attached hereto as **Attachment "2"**. A proposed Assistant City Manager Employment Agreement is attached as **Exhibit "A" to Attachment "2"**.

Required Oral Report:

SB 1436, which took effect on January 1, 2017, requires the governing bodies of local agencies to "orally report a summary of a recommendation" for changes in the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives before taking a final vote on the proposed changes. SB 1436 specifies that the summary of the recommendation must be made "during the open meeting in which the final action is to be taken." In accordance with this State law requirement, prior to the City Council taking final action to approve the two proposed employment agreements with Mr. Ames, the information in the Fiscal Impact Section of this Report is provided and will be read orally by the City Attorney in accordance with Government Code Section 54953(c)(3).

Conclusion:

Based on the forgoing information, it is now in order for the City Council to a) receive an oral report providing a summary of proposed changes to the annual base salary and benefits for Mr. Ames to serve as Interim City Manager, b) approve and authorize the Mayor to execute the proposed Interim City Manager Employment Agreement by adopting the proposed Resolution as set forth in **Attachment "1"**, c) receive an oral report providing a summary of proposed changes to the annual base salary and benefits to Mr. Ames to continue to serve as Assistant City Manager/Public Works Director/City

Engineer, d) approve and authorize the Mayor to execute the proposed Assistant City Manager Employment Agreement by adopting the proposed Resolution as set forth in **Attachment "2"**.

Fiscal Impact:

In recognition of the additional responsibilities of serving as Interim City Manager in addition to continuing to serve as the Assistant City Manager/Public Works Director and City Engineer, Mr. Ames will receive a 17.8% increase to his current annual base salary. His annual base salary will be adjusted to \$290,758, which is the same annual base salary that was paid to Mr. Hildenbrand. Additionally, Mr. Ames will continue to receive the same benefits provided to other executive management employees pursuant to Resolution No. 2025-06-24-2, as may be amended, except as otherwise provided in the proposed employment contract. These employer-paid benefits include, but are not limited to, health insurance (medical, dental, and vision), paid and floating holidays, supplemental retirement contribution, retiree health savings plan, group life and disability insurance, sick leave and bereavement leave. Mr. Ames will continue to be enrolled in the first-tier pension formula of 2% @ 60 program, and will continue to be responsible for paying a portion of the employee/member contribution, currently set at 7% of salary; receive a \$4,800 automobile allowance; and employer contributions to a Section 401(A) deferred compensation program in the amount of \$18,899.27 per year.

The attached Interim City Manager Employment Agreement details all elements of the proposed compensation plan for the interim city manager position. Total proposed annual compensation for Interim City Manager is \$357,131.88. As indicated above, an oral report summarizing the proposed compensation plan for the position will be made by the City Attorney during open session before final action is taken.

At the conclusion of the temporary appointment as Interim City Manager, Mr. Ames will return to the position of Assistant City Manager, Public Works Director and City Engineer, Mr. Ames and will receive the following salary and benefits. His annual base salary will be adjusted back down to \$246,822. Additionally, Mr. Ames will continue to receive the same benefits provided to other executive management employees pursuant to Resolution No. 2025-06-24-2, as may be amended, except as otherwise provided in the proposed employment contract. These employer-paid benefits include, but are not limited to, health insurance (medical, dental, and vision), paid and floating holidays, supplemental retirement contribution, retiree health savings plan, group life and disability insurance, sick leave and bereavement leave. Mr. Ames will continue to be enrolled in the first-tier pension formula of 2% @ 60 program, and will continue to be responsible for paying a portion of the employee/member contribution, currently set

at 7% of salary; he will receive a \$4,800 automobile allowance; and employer contributions to a Section 401(A) deferred compensation program in the amount of \$16,043.44 per year. Finally, Mr. Ames would be entitled to six months of severance if terminated without cause and after signing a severance and release agreement. Total proposed annual compensation for the Assistant City Manager is \$305,270.02.

The attached Assistant City Manager Employment Agreement details all elements of the proposed compensation plan for the interim city manager position. As indicated above, an oral report summarizing the proposed compensation plan for the position will be made by the City Attorney during open session before final action is taken.

Attachments:

1. Proposed Resolution Appointing Joseph Ames as Interim City Manager and Approving a Proposed Interim City Manager Employment Agreement
2. Proposed Resolution Appointing Joseph Ames as Assistant City Manager and Approving a Proposed Assistant City Manager Employment Agreement

RESOLUTION NO. 2025-07-08-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPOINTING JOSEPH AMES AS INTERIM CITY MANAGER AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, on June 24, 2025, current City Manager, Jarad Hildenbrand submitted his letter of resignation to be effective August 8, 2025, thereby ending his employment and City Manager Employment Agreement with the City of Laguna Hills; and

WHEREAS, Hildenbrand will serve as City Manager through 5:00 p.m. on August 8, 2025; and

WHEREAS, on June 25, 2025, the City Council accepted Hildenbrand's resignation; and

WHEREAS, based on Hildenbrand's resignation, City Council has initiated an external recruitment for a permanent City Manager using an outside consulting firm; and

WHEREAS, in order to ensure that the best candidate is selected by the City Council to serve as permanent City Manager, this recruitment is anticipated to be completed sometime after August 8, 2025; and

WHEREAS, the City Council is required to appoint another individual to serve as City Manager on an interim basis pending the completion of City Manager recruitment; and

WHEREAS, Joseph Ames, the City's current Assistant City Manager (City Engineer / Public Works Director), has the skills, knowledge, and experience to serve in this interim capacity; and

WHEREAS, on June 25, 2025, the City Council voted to appoint Joseph Ames, the City's current Assistant City Manager (City Engineer / Public Works Director), as the Acting City Manager effective 5:01 p.m. on August 8, 2025, pending the preparation and approval of a proposed Interim City Manager Employment Agreement; and

WHEREAS, City Council and Ames agreed that, in addition to serving as Interim City Manager, Ames will continue to serve as Assistant City Manager, City Engineer, and Public Works Director; and

WHEREAS, City Council and Ames now wish to enter into an agreement setting forth the terms and conditions of his appointment as Interim City Manager (and continuing as Assistant City Manager, City Engineer, and Public Work Director) as set forth in the attached Interim City Manager Employment Agreement; and

WHEREAS, pursuant to Government Code Section 36506, the City Council is required to establish the compensation of the City Manager by Resolution, which appointed public official shall hold office at the direction and pleasure of the City Council.

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

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

SECTION 2. Joseph Ames is hereby appointed as Interim City Manager of the City of Laguna Hills to serve at the direction and pleasure of the City Council, pursuant to the terms of the Interim City Manager Employment Agreement attached hereto as Exhibit "A", effective August 8, 2025, starting at 5:01 p.m., and pursuant to Laguna Hills Municipal Code Chapter 2-08.

SECTION 3. The City Council hereby approves and authorizes the Mayor to execute the Interim City Manager Employment Agreement, dated July 8, 2025, attached hereto as Exhibit "A" and is incorporated herein by reference with an effective date and term of office commencement date of August 8, 2025, at 5:01 p.m.

SECTION 4. The City Clerk is hereby directed to administer the Oath of Office.

PASSED, APPROVED AND ADOPTED this 8th day of July 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-07-08-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

EMPLOYMENT AGREEMENT INTERIM CITY MANAGER

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into, to be effective August 8, 2025 (“Effective Date”), by and between the CITY OF LAGUNA HILLS, a California municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as “City”), and JOSEPH AMES, an individual (hereinafter referred to as “Ames” or “Employee”). City and Ames are sometimes hereinafter individually referred to as “party” and are hereinafter collectively referred to as the “parties.”

RECITALS

A. The City desires to retain Ames as the Interim City Manager in addition to him continuing to serve as Assistant City Manager/City Engineer/Public Works Director.

B. Ames desires to serve as the Interim City Manager, pending the City Council's selection of a permanent City Manager, as well as Assistant City Manager/City Engineer/Public Works Director.

THEREFORE, IT IS AGREED AS FOLLOWS:

1.0: Retention

1.1.: City hereby appoints and retains Ames to serve as Interim City Manager of the City of Laguna Hills and Ames hereby accepts such employment with City beginning on August 8, 2025, and continuing until Ames or City Council terminates this Agreement. As Interim City Manager, Ames is employed by City in an “at-will” capacity serving at the pleasure of the City Council. Either the City Council or Employee may terminate this Agreement at any time with or without cause and in its or his sole discretion, as set forth in this Agreement.

1.2.: This Agreement shall automatically renew each month from the Effective Date unless Ames or City Council terminate his employment or this Agreement prior to such renewal. At any time during the term of this Agreement, City and Ames may mutually agree to either: (1) appoint Ames to the position of City Manager and enter into a new Employment Agreement at that time; or (2) return Ames to the position of Assistant City Manager/City Engineer/Public Works Director, where he will continue to serve under the terms and conditions of the applicable personnel policies and procedures, salary and benefits resolutions, and administrative regulations, and receive the same salary and benefits that he received prior to his appointment as Interim City Manager (as set forth in the Assistant City Manager Employment Agreement for Ames). City also reserves the right to terminate this Agreement and Ames’ employment with the City entirely, with cause, as defined in Section 5.2 of this Agreement.

2.0: General Duties

Ames shall serve as the Interim City Manager of the City of Laguna Hills. In that capacity, Ames shall perform all of the City Manager duties specified by the Laguna Hills Municipal Code, the Government Code, and any other applicable laws of the State of California and shall perform the functions and duties as the administrative head of the government of the City of Laguna Hills.

3.0: Salary

3.1.: As compensation for the professional services to be performed hereunder including services as Interim City Manager and continued service as Assistant City Manager/City Engineer/Public Works Director effective August 8, 2025, City agrees to pay Employee an annual base salary of \$290,758, subject to deductions and withholdings of any and all sums required for federal or state income tax, other deductions or withholdings required by then current state, federal or local law, and paid bi-weekly in accordance with the City's established accounting and payroll practices at the same time and in the same manner as other employees of the City are paid. The City shall also deduct from Employee's annual base salary any applicable sums that Employee is obligated to pay because of participation in plans or programs described in Section 4.0 of this Agreement and Employee hereby authorizes such deductions.

3.2. Employee's annual base salary as set forth above shall not be subject to or affected by any Cost of Living or Consumer Price Index adjustments approved by the City Council to the salaries of other Executive Management employees.

4.0: Benefits and Leaves of Absence

4.1.: Employee Benefits

Except as expressly provided for in this Agreement, Employee shall continue to receive all benefits set forth in Resolution No. 2025-06-24-02, as may be amended from time to time by the City Council, and applicable to the Assistant City Manager/City Engineer/Public Works Director, specifically, and Executive Management employees, in general. These benefits include, but are not limited to: health insurance (medical, dental, vision), holidays, supplemental retirement contribution, retiree health savings plan, group life and disability insurance, sick leave, and bereavement leave. In addition, Employee will continue to receive the benefit of a City provided mobile phone while serving under this Agreement.

4.2.: Carryover of Vacation and Sick Leave

Employee shall retain any vacation and sick leave that he has accrued as Assistant City Manager/ City Engineer as of August 8, 2025. While serving as Interim City Manager, Ames shall continue to accrue vacation at the same rate as he did prior to his appointment as Interim City Manager. Any accrual caps which may exist at the time of his appointment as Interim City Manager shall also remain in place while Ames serves as Interim City Manager.

4.3.: General Business Expenses

The City recognizes that Employee may incur expenses of a non-personal, job-related nature (such as payment of dues for participation in professional organizations or fees for attending events organized by professional organizations) that are reasonably necessary to Employees service to the City. The City agrees to either pay such expenses (supported by documentation) in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to the City's established expense reimbursement policies and procedures.

4.4.: Administrative Leave Pending an Investigation

Because Employee is an "at-will" employee, the City is not obligated to pay him pending an investigation into any alleged misconduct that he may be accused of engaging in. Notwithstanding the foregoing, in the event that the City Council determines, in its sole discretion, that it is in the best interest of the City for Employee to be placed on paid administrative leave pending such an investigation, Employee shall fully reimburse any salary provided for that purpose if the misconduct for which Employee was under investigation results in Employee being convicted of a crime involving an abuse of his office or position as defined in Section 5.2 of this Agreement. Employee shall fully reimburse such salary no later than six months after such conviction.

5.0: Termination of Agreement

5.1.: Termination by City Without Cause or For Reasons Other Than "Cause"

If City terminates this Agreement without cause, or for reasons other than "cause" as defined in Section 5.2 below, upon the vote of a majority of the total membership of the City Council in attendance at a lawfully called meeting, Employee shall immediately be returned to his former position as Assistant City Manager/City Engineer/ Public Works Director. The parties intend for Employee to serve as Interim City Manager only until the City Council retains a permanent City Manager after completing a formal external recruitment. This Agreement shall automatically terminate upon the City Council entering into an Employment Agreement with a new permanent City Manager at which point Employee will return to the position of Assistant City Manager/City Engineer/Public Works Director.

5.2.: Termination by City For Cause

If the City terminates this Agreement (thereby terminating Employee's employment with cause), Employee shall not be entitled to return to his former position as Assistant City Manager/City Engineer / Public Works Director. As used in this Agreement, "cause" shall mean any of the following:

Conviction of a felony; conviction of a misdemeanor arising out of Employees duties as defined herein or performance under this Agreement; misappropriation of public funds; willful abandonment of duties consisting of the failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; a

willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; any other intentional or negligent action or inaction by Employee that: (a) materially and substantially impedes or disrupts the operations of the City or its organizational units; (b) is detrimental to employees or public safety; (c) violates properly established rules or procedures of the City causing a material and substantial adverse impact on the City; or (d) has a material and substantial adverse effect on the City's interests as clearly defined and delineated by properly established City Council actions, policies, regulations, or City ordinances.

5.3.: Termination by Ames

Ames may resign from his employment as Interim City Manager and return to his former position of Assistant City Manager/City Engineer/ Public Works Director or terminate this Agreement (and employment with the City) at any time. Employee agrees, if practicable, to give the City Council at least thirty days' advance written notice of his decision to return to his previous position or resign from employment with the City. City Council may choose to waive this thirty-day notice period and/or place Employee on paid administrative leave through the effective date of the resignation of employment with the City. The City Council's waiver of this period shall not change Employee's resignation to a termination.

6.0: Confidentiality

Employee acknowledges that in the course of his employment contemplated herein, he will be given or will have access to confidential and proprietary documents and information relating to the City, its residents, businesses, employees, and customers ("Confidential Information"). Such Confidential Information may include, but is not limited to, all information given to or otherwise accessible to Interim City Manager that is not public information or would be exempt from public disclosure as confidential, protected, exempt, or privileged information. Employee shall hold the Confidential Information in trust for the City's benefit and shall not disclose the Confidential Information to others without the express written consent of the City. All Confidential Information shall be promptly returned to the City immediately upon the effective date of any termination or resignation.

7.0: Indemnification

7.1.: Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of nolo contendere for a crime involving moral turpitude, City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment as Interim City Manager, using legal counsel of the City's choosing in its sole discretion, in accordance with the provisions of California Government Code Section 825, applicable provisions of the Government Claims Act, and other applicable law. In the event there is a conflict of interest between the City and Employee in such a case such that qualified independent counsel is required for Employee, the City shall pay the reasonable fees of such qualified independent counsel, who shall be mutually chosen by the parties. City may compromise and settle any claim or suit against the Employee and pay the amount of any

settlement or judgment rendered therefrom.

7.2.: In the event that the City provides funds for the legal criminal defense of the Employee, Employee shall fully reimburse said funds to the City if Employee is convicted of a crime involving an abuse of his office or position as defined in Section 5.2 of this Agreement. Employee shall fully reimburse to City such criminal legal defense fees no later than six months after such conviction.

8.0: Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by City and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties.

9.0 Miscellaneous Provisions

9.1.: Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

9.2.: Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and all applicable City regulations, resolutions, and ordinances.

9.3.: Bonding. City shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance, or any insurance policies in lieu thereof.

9.4.: City's Policies and Procedures. The terms and conditions of Employee's employment, including additional employment benefits of Employee not specifically provided for in this Agreement, shall be governed by City's personnel policies and procedures, salary and benefits resolutions, and administrative regulations, to the extent not inconsistent with the provisions of this Agreement. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

9.5.: Enforcement. The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorneys' fees and costs.

10.0: Employee's Independent Review

Ames acknowledges that he has had the opportunity and has conducted an independent

review of the financial and legal effects of this Agreement and has not relied upon representation of the City, its elected or appointed officers and officials, agents or employees, other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date reflected above.

“CITY”
CITY OF LAGUNA HILLS, a California
municipal corporation

By:

JOSHUA SWEENEY,
Mayor

ATTEST:

JENNIFER LEE
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“INTERIM CITY MANAGER”
JOSEPH AMES, an individual

By:

JOSEPH AMES

RESOLUTION NO. 2025-07-08-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPOINTING JOSEPH AMES AS ASSISTANT CITY MANAGER AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, on June 24, 2025, Jarad Hildenbrand submitted his letter of resignation to be effective August 8, 2025, thereby ending his employment and City Manager Employment Agreement with the City of Laguna Hills; and

WHEREAS, City Council initiated an external recruitment for a permanent City Manager using an outside consulting firm in June 2025; and

WHEREAS, in order to ensure that the best candidate is selected by the City Council to serve as permanent City Manager, this recruitment is anticipated to be completed sometime after August 8, 2025; and

WHEREAS, the City Council is required to appoint another individual to serve as City Manager on an interim basis pending the completion of City Manager recruitment; and

WHEREAS, Council and Ames entered into an agreement setting forth the terms and conditions of his appointment as Interim City Manager (and continuing as Assistant City Manager, City Engineer, and Public Work Director) as set forth in the Interim City Manager Employment Agreement on July 8, 2025; and

WHEREAS, in exchange for Ames agreeing to serve as Interim City Manager, part of the consideration offered to Ames by City Council was to provide an Assistant City Manager Employment Agreement upon termination of his temporary appointment as Interim City Manager; and

WHEREAS, the Assistant City Manager Employment Agreement will provide Ames with a severance provision in case of termination without cause; and

WHEREAS, City Council and Ames wish to enter into an agreement setting forth additional terms and conditions of his continued employment with the City as the Assistant City Manager (also acting in the capacity of City Engineer and Public Work Director) as set forth in the Assistant City Manager Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, the Assistant City Manager Employment Agreement will become effective the first day of employment of a new permanent City Manager appointed by the City Council upon completion of an external recruitment on a date to be determined in the future.

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

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

SECTION 2. Joseph Ames is hereby appointed as Assistant City Manager (also acting in the capacity of City Engineer and Public Works Director) of the City of Laguna Hills to serve at the direction and pleasure of a new permanent City Manager, pursuant to the terms of the Assistant City Manager Employment Agreement attached hereto as Exhibit "A", and effective the first day of employment of a new permanent City Manager to be hired by the City Council.

SECTION 3. The City Council hereby approves and authorizes the Mayor to execute the Assistant City Manager Employment Agreement, dated July 8, 2025, attached hereto as Exhibit "A", and is incorporated herein by reference.

SECTION 4. The City Clerk is hereby directed to administer the Oath of Office.

PASSED, APPROVED AND ADOPTED this 8th day of July 2025.

JOSHUA SWEENEY, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-07-08-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

EMPLOYMENT AGREEMENT ASSISTANT CITY MANAGER

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into, by and between the CITY OF LAGUNA HILLS, a California municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as “City”), and JOSEPH AMES, an individual (hereinafter referred to as "Ames" or “Employee”). City and Ames are sometimes hereinafter individually referred to as "party" and are hereinafter collectively referred to as the "parties." This Agreement will be effective the first day of employment of the City’s new permanent City Manager (other than Joseph Ames) selected by the City Council at some point in the future (“Effective Date”),

RECITALS

A. The City desires to continue to retain Ames as the Assistant City Manager which also acts in the capacity of City Engineer and Public Works Director.

B. Ames desires to continue to serve as the Assistant City Manager (also acting in capacity of City Engineer / Public Works Director).

THEREFORE, IT IS AGREED AS FOLLOWS:

1.0: Retention

1.1.: City hereby appoints and retains Ames to continue to serve as Assistant City Manager/City Engineer/Public Works Director of the City of Laguna Hills and Ames hereby accepts such employment with City beginning on the Effective Date, and continuing until Ames or the permanent City Manager terminates this Agreement. Ames is employed by City in an “at-will” capacity serving at the pleasure of the permanent City Manager (to be appointed in the future). Either the City Manager or Employee may terminate this Agreement at any time with or without cause and in its, or his sole, discretion, as set forth in this Agreement.

1.2.: The term of this Agreement shall be three years, unless extended or terminated as provided here. This Term of this Agreement shall be automatically extended for one additional year each year on the anniversary of the Effective Date, unless the City Manager prior to each anniversary of the Effective Date, formally notifies Ames of his/her intention to not extend this Agreement for one additional year. This Agreement may also be terminated at any time by City Manager or Ames as set forth in Section 5 of this Agreement.

2.0: General Duties

Ames shall serve as the Assistant City Manager/City Engineer/Public Works Director of the City of Laguna Hills and perform all responsibilities associated with this position as set forth in the Laguna Hills Municipal Code, the Government Code, City job descriptions, and any other applicable laws of the State of California.

3.0: Salary

3.1.: As compensation for the professional services to be performed hereunder commencing on the Effective Date, City agrees to pay Employee an annual base salary of \$246,822, subject to deductions and withholdings of any and all sums required for federal or state income tax, other deductions or withholdings required by then current state, federal or local law, and paid bi-weekly in accordance with the City's established accounting and payroll practices at the same time and in the same manner as other employees of the City are paid. The City shall also deduct from his annual base salary any applicable sums that Employee is obligated to pay because of participation in plans or programs described in Section 4.0 of this Agreement and Employee hereby authorizes such deductions.

3.2. Employee shall be entitled to receive any Cost of Living or Consumer Price Index adjustments approved by the City Council to the salaries of other Executive Management employees.

4.0: Benefits and Leaves of Absence

4.1.: Employee Benefits

Except as expressly provided for in this Agreement, Employee shall continue to receive all benefits set forth in Resolution No. 2025-06-24-02, as may be amended from time to time by the City Council, and applicable to Executive Management employees, in general. These benefits include, but are not limited to: health insurance (medical, dental, vision), holidays, supplemental retirement contribution, retiree health savings plan, group life and disability insurance, sick leave, and bereavement leave.

4.2.: Carryover of Vacation and Sick Leave

Employee shall retain any vacation and sick leave that he has accrued up to the Effective Date of the Agreement and shall continue to accrue leave pursuant to the terms set forth in Resolution No. 2025-06-24-02, as may be amended from time to time by City Council.

4.3.: General Business Expenses

The City recognizes that Employee may incur expenses of a non-personal, job-related nature (such as payment of dues for participation in professional organizations or fees for attending events organized by professional organizations) that are reasonably necessary to Employee's service to the City. The City agrees to either pay such expenses (supported by documentation) in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to the City's established expense reimbursement policies and procedures.

4.4.: Administrative Leave Pending an Investigation

Because Employee is an "at-will" employee, the City is not obligated to pay him pending an investigation into any alleged misconduct that he may be accused of engaging in. Notwithstanding the foregoing, in the event that the City Council determines, in its sole discretion, that it is in the best interest of the City for Employee to be placed on paid administrative leave

pending such an investigation, Employee shall fully reimburse any salary provided for that purpose if the misconduct for which Employee was under investigation results in Employee being convicted of a crime involving an abuse of his office or position as defined in Section 5.2 of this Agreement. Employee shall fully reimburse such salary no later than six months after such conviction.

5.0: Termination of Agreement

5.1.: Termination by City Without Cause or For Reasons Other Than "Cause"

If the City Manager terminates this Agreement without cause, or for reasons other than "cause" as defined in Section 5.2 below, Employee shall be entitled to receive Severance Pay in an amount equal to the salary that Employee would have earned in the remaining term of the Agreement, not to exceed six months. Prior to receipt of Severance Pay, Employee must sign a Severance Agreement in the form attached hereto as **Attachment A**.

5.2.: Termination by City For Cause

If the City Manager terminates this Agreement (thereby terminating Employee's employment with cause), or if Employee resigns, Employee shall not be entitled to Severance Pay. As used in this Agreement, "cause" shall mean any of the following:

Conviction of a felony; conviction of a misdemeanor arising out of Employee's duties as defined herein or performance under this Agreement; misappropriation of public funds; willful abandonment of duties consisting of the failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Manager of his leave status; a willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; any other intentional or negligent action or inaction by Employee that: (a) materially and substantially impedes or disrupts the operations of the City or its organizational units; (b) is detrimental to employees or public safety; (c) violates properly established rules or procedures of the City causing a material and substantial adverse impact on the City; or (d) has a material and substantial adverse effect on the City's interests as clearly defined and delineated by properly established City Council actions, policies, regulations, or City ordinances.

5.3.: Resignation by Ames

Ames may resign from his employment. Employee agrees, if practicable, to give the City Manager at least thirty days' advance written notice or resign from employment with the City. City Manager may choose to waive this thirty-day notice period and/or place Employee on paid administrative leave through the effective date of the resignation of employment with the City. The City Manager's waiver of this period shall not change Employee's resignation to a termination.

6.0: Indemnification

6.1.: Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of nolo contendere for a crime involving moral turpitude,

City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment, using legal counsel of the City's choosing in its sole discretion, in accordance with the provisions of California Government Code Section 825, applicable provisions of the Government Claims Act, and other applicable law. In the event there is a conflict of interest between the City and Employee in such a case such that qualified independent counsel is required for Employee, the City shall pay the reasonable fees of such qualified independent counsel, who shall be mutually chosen by the parties. City may compromise and settle any claim or suit against the Employee and pay the amount of any settlement or judgment rendered therefrom.

6.2.: In the event that the City provides funds for the legal criminal defense of the Employee, Employee shall fully reimburse said funds to the City if Employee is convicted of a crime involving an abuse of his office or position as defined in Section 5.2 of this Agreement. Employee shall fully reimburse to City such criminal legal defense fees no later than six months after such conviction.

7.0: Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment by City and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties.

8.0 Miscellaneous Provisions

8.1.: Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

8.2.: Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and all applicable City regulations, resolutions, and ordinances.

8.3.: Bonding. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance, or any insurance policies in lieu thereof.

8.4.: City's Policies and Procedures. The terms and conditions of Employee's employment, shall be governed by City's personnel policies and procedures, salary and benefits resolutions, and administrative regulations, to the extent not inconsistent with the provisions of this Agreement. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

8.5.: Enforcement. The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorneys' fees and costs.

9.0: Employee's Independent Review

Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement and has not relied upon representation of the City, its elected or appointed officers and officials, agents or employees, other than those expressly set forth in this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date reflected above.

“CITY”
CITY OF LAGUNA HILLS, a California
municipal corporation

By:

JOSHUA SWEENEY,
Mayor

ATTEST:

JENNIFER LEE
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“ASSISTANT CITY MANAGER”
JOSEPH AMES, an individual

By:

JOSEPH AMES

ATTACHMENT "A"

SEVERANCE AGREEMENT AND GENERAL RELEASE

This Severance Agreement and General Release ("Severance Agreement") is entered into by Joseph Ames ("Assistant City Manager") and City of Laguna Hills ("Employer"), in light of the following facts:

RECITALS

A. Assistant City Manager's employment by Employer, and the Employment Agreement under which he was employed, have been terminated effective _____, 20__.

B. Assistant City Manager is hereby informed that he has 21 days from the effective date of the termination when he received this Agreement to consider it. Employer hereby advises Assistant City Manager to consult with an attorney before signing this Agreement.

C. Assistant City Manager acknowledges that for a period of 7 days following the signing of this Severance Agreement ("Revocation Period"), he may revoke this Severance Agreement. This Severance Agreement shall not become effective or enforceable until the Revocation Period has expired.

D. Assistant City Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Severance Agreement represents all compensation due and payable to him through his termination. Assistant City Manager also acknowledges that Employer has made this Salary Payment without regard to whether he signs this Severance Agreement. The Salary Payment does not constitute consideration for this Severance Agreement.

E. Assistant City Manager acknowledges that the Severance Pay referenced in paragraph 2 of this Severance Agreement is in excess of all amounts that are due and owing to him as a result of his employment by Employer.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Receipt of Salary Payment. Assistant City Manager hereby acknowledges receipt of a check for all salary and accrued leave owing ("Salary Payment") from Employer as of the effective date of this Severance Agreement (set forth in Recital A, above) pursuant to the Employment Agreement between Assistant City Manager and Employer.

2. Severance Pay. Following return to Employer of this Severance Agreement signed by Assistant City Manager and expiration of the Revocation Period, not having been revoked by Assistant City Manager, Employer shall pay the applicable Severance Pay provided for in the Employment Agreement between Assistant City Manager and Employer.

3. General Release. In consideration of the Severance Pay to be given to

Assistant City Manager , and other good and valuable consideration, Assistant City Manager hereby releases and discharges Employer and its past and present elected and appointed officials and officers, employees, representatives, agents and attorneys, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment with Employer which he now has, or ever had, including but not limited to any rights, claims, causes of action, or damages arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, the Meyers-Milias Brown Act, the Vocational Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, or the California Labor Code, under any other federal, state, or local employment practice legislation, or under federal or state common law, including wrongful discharge, express or implied contract, breach of public policy, or violation of due process rights.

Assistant City Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Assistant City Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Employer and its past and present elected and appointed officials and officers, employees, representatives, agents and attorneys, Assistant City Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

Assistant City Manager further acknowledges that he has read this General Release, that he understands that this is a general release, and that he intends to be legally bound by the same.

4. **Fees and Costs.** Assistant City Manager and Employer agree that in the event of litigation relating to this Severance Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

5. **Continuation of Certain Provisions of Employment Agreement.** Employer acknowledges its continuing duty to indemnify Assistant City Manager in accordance with Section 9 of the Employment Agreement notwithstanding this Severance Agreement. Employer further acknowledges its duty with respect to Assistant City Manager to comply with any and all provisions of the Laguna Hills Municipal Code conferring benefits on former employees, if any.

6. **Complete Agreement.** Except for the applicable provisions of the parties' Employment Agreement, which are referenced herein, this is the entire agreement between Assistant City Manager and Employer with respect to the subject matter hereof and this Severance Agreement supersedes all prior and contemporaneous oral and written agreements and discussions.

It may only be amended in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
as of the dates reflected below.

"ASSISTANT CITY MANAGER"

DATED: _____

JOSEPH AMES

"CITY OF LAGUNA HILLS"

DATED: _____

By: _____



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Vegetation Management on City-Owned Parcels

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

Background:

During the Eaton and Palisades Fires in Los Angeles County, at the January 14, 2025, City Council meeting, City Council expressed a desire to enhance future wildfire prevention efforts through additional vegetation management and removal efforts in City-owned and City-maintained open space areas and easements. On January 17, 2025, Public Works staff reported in the City Manager's weekly report that additional vegetation management and removal efforts which could be conducted within the City's biennial budget were already underway in the La Paz open space on the north side of La Paz Road between Moulton Parkway and Aliso Hills Road. In April 2025, Public Works started its annual Weed Abatement Program, consisting of the removal of weeds and dead vegetation in several open space areas. During that process, Public Works identified three (3) areas along Cabot Road, three (3) areas along La Paz Road, and one (1) area along Oso Parkway that would benefit from additional vegetation thinning and pruning efforts, including removal of shrub branches and debris (leaves, needles, cones, bark, etc.), which could serve as "fuel" for wildfires, with the goal of meeting the Orange County Fire Authority's Vegetation Management Maintenance Guidelines. While this document's Vegetation Management Maintenance Guidelines primarily apply to locations within 100 feet of a structure, the Guidelines can also be used for other areas as well.

Public Works obtained quotes from Specialty Mowing Services for these seven (7) areas. To illustrate the benefit of performing additional vegetation removal work, City

staff chose one (1) proposal in the amount of \$18,664.80 for Specialty Mowing Services to implement, located on the south side of La Paz Road behind the homes on Red Corral Road within a City-maintained landscape easement. Funds were available in the FY2024/2025 Public Works operating budget for this work. This work was completed between June 11 and June 25, 2025. The "La Paz #1" proposal and work location map from Specialty Mowing Services, and the before and after photos are attached to this report.

The remaining six (6) locations and quotes are as follows:

Cabot #1: Paseo de Valencia to Nellie Gail Road	\$14,844.46
Cabot #2: South of Nellie Gail Road (below Waterwheel)	\$19,869.01
Cabot #3: North of Hitching Rail	\$17,595.41
La Paz #2: Paseo de Valencia to Aliso Hills	\$95,512.50
La Paz #3: Aliso Hills to Alameda Avenue	\$97,919.43
Oso Pkwy: Bridlewood to Cabot Road	\$87,562.86
Total of Remaining Proposals:	\$333,303.67

These proposals and location maps are also attached to this agenda report.

City staff is requesting that City Council provide direction to City staff on this issue.

Specialty Mowing Services has an existing agreement with the City of Laguna Hills. However, the latest amendment approved by City Council extended the existing contract by three years and raised the total contract amount by \$300,000, which is only sufficient for the normal Weed Abatement Program operations. If City Council desires for City staff to move forward with this additional project, the existing Specialty Mowing Services contract should be amended to increase the total contract amount for these additional services. Additionally, upon approval of the project, the Finance Director recommends that City Council: "Authorize the Finance Director to amend the fiscal year 2025/2026 budget by \$335,000 from General Fund balance reserves for the purpose of brush clearance/weed abatement."

Fiscal Impact:

The FY 2025-2027 biennial budget does not include sufficient funds for this project in the amount of \$333,303.67. Therefore, if the City Council desires for this project to move forward, any funding will need to come from General Fund balance reserves.

Attachments:

1. La Paz #1 Proposal from Specialty Mowing Services
2. La Paz #1 Area: Before and After Photos
3. Specialty Mowing Services Proposals for Six Areas



SMS - Specialty Mowing Services, Inc.
 2910 Rainbow Glen Rd
 Fallbrook, CA 92028
 (760) 728-1591

Proposal

Date	Proposal #
5/15/2025	21019

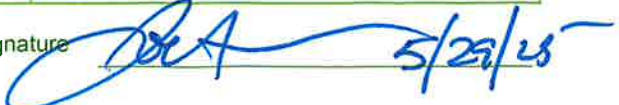
Name / Address
City of Laguna Hills Attn: Ryan Hanley 24035 El Toro Rd. Laguna Hills, CA 92653

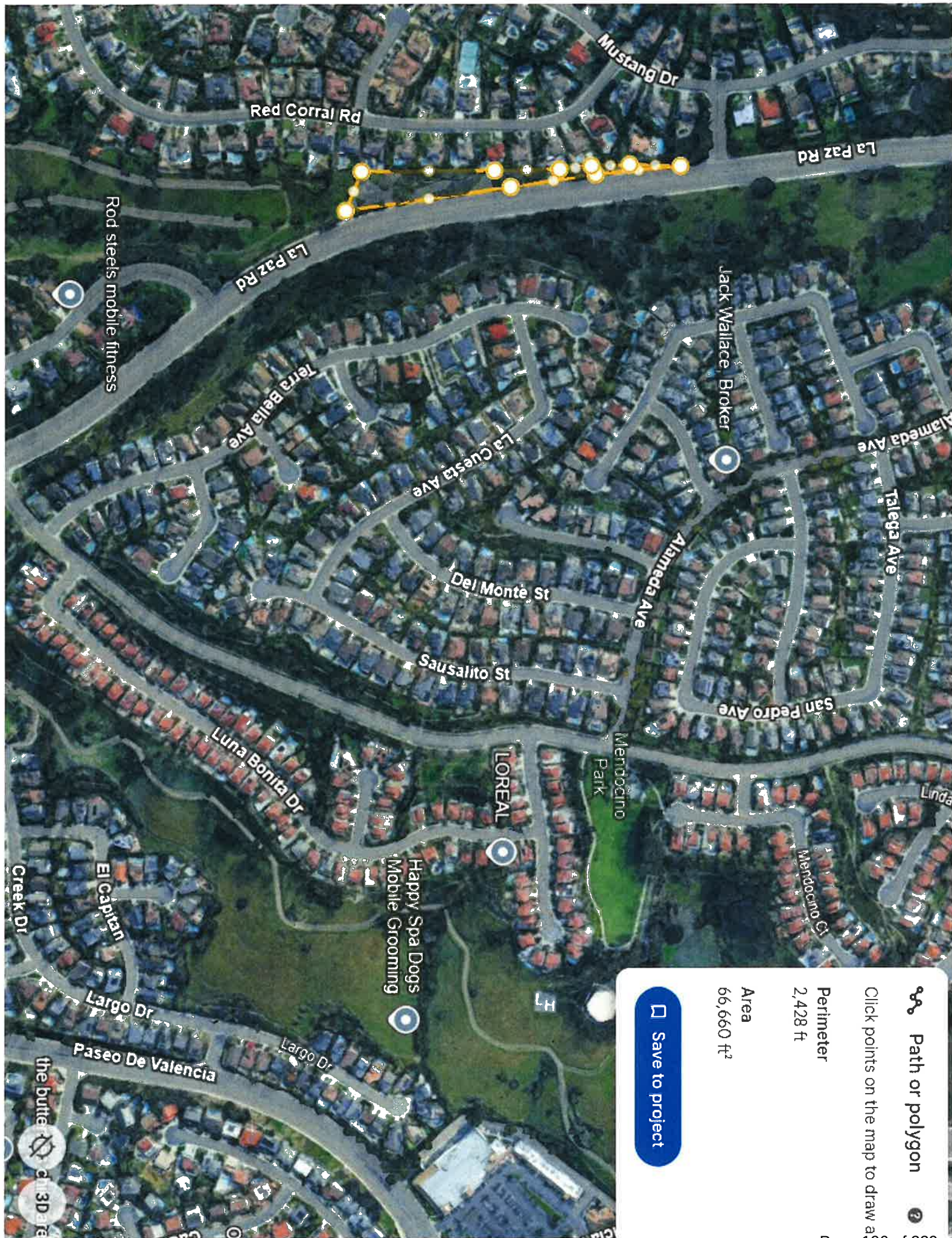
Ship To

P.O. No.	Terms	Project
	Net 30	La Paz 1

Item	Description	Qty	Rate	Total
Misc.	La Paz Rd. 1 (Red Corral) Vegetation reduction services Tree removal up to 6" DBH Tree removal dead and dying Tree removal hazard tree Tree trimming up to 6' or 3x brush if required Brush removal under defined canopy Brush trim up of 1/3 height Brush trim dead and dying Brush trim 20% of cover for severed lateral continuity Weeds and grasses reduce to 3' or less Collect and chip/shred all leaf litter Chip all material and use for mulch as needed Remove Mexican fan palms, pampas grass and dispose of in city greenwaste containers Traffic control may include lane shift closures for worker and public safety. No flagging is anticipated.	66,660	0.28	18,664.80
Total				\$18,664.80

CSLB Lic. A, B, C27, C-61/D-49 -1045401
 DIR# 1000059700
 DUNS# 117439643

Signature  5/29/25



 Path or polygon 

Click points on the map to draw a

Perimeter
2,428 ft

Area
66,660 ft²

☐ Save to project

Before



After



Red circles provide reference points between “before” and “after” photos.

Additional Before Photos:



Jun 11, 2025 at 11:19:29 AM
La Paz Rd
Laguna Hills CA 92653
United States



Additional After Photos:





SMS - Specialty Mowing Services, Inc.
 2910 Rainbow Glen Rd
 Fallbrook, CA 92028
 (760) 728-1591

Proposal

Date	Proposal #
5/15/2025	21023

Name / Address
City of Laguna Hills Attn: Sal Quinones 24035 El Toro Rd. Laguna Hills, CA 92653

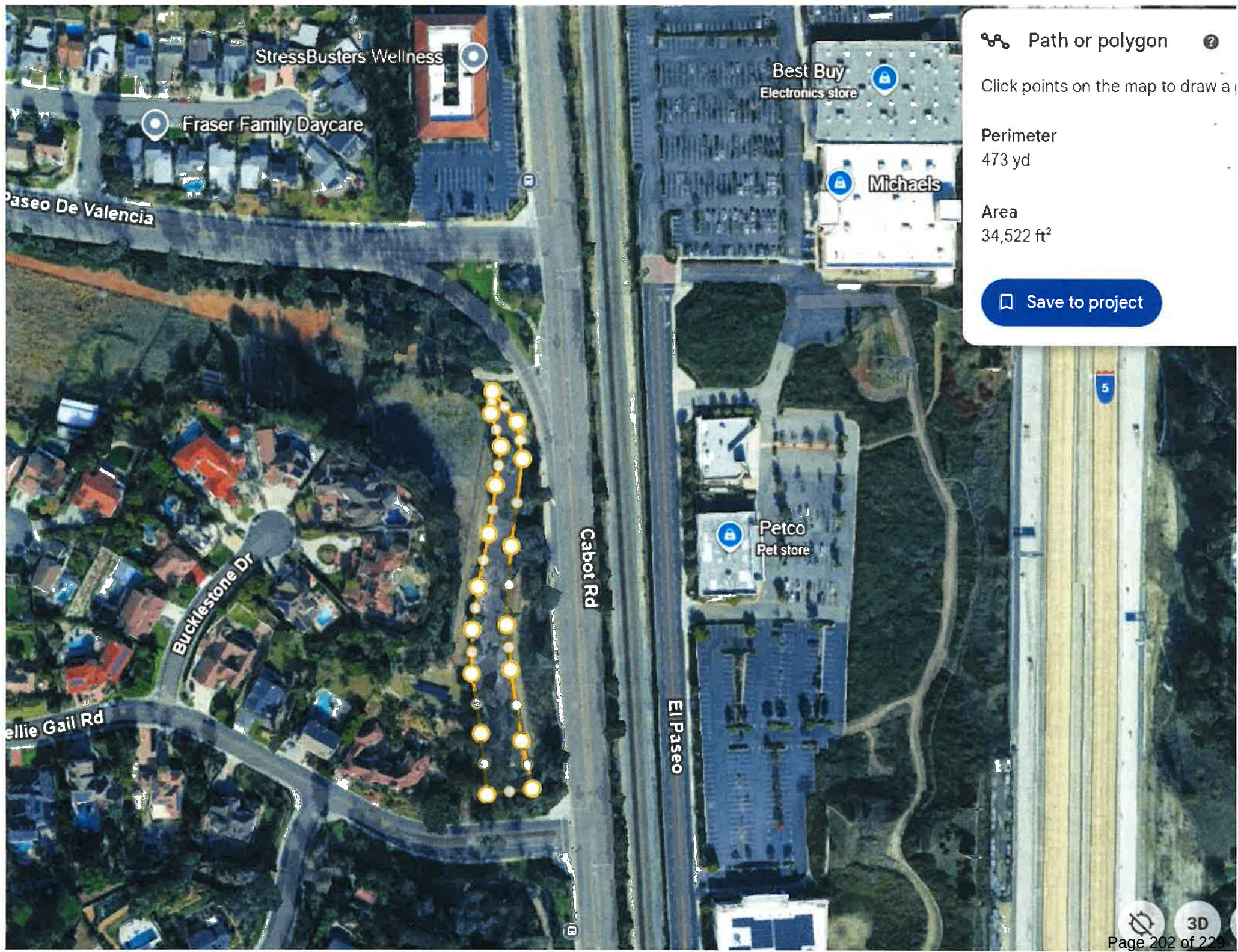
Ship To

P.O. No.	Terms	Project
	Net 30	Cabot 1

Item	Description	Qty	Rate	Total
Misc.	Cabot 1 PDV to Nelle Gail Vegetation reduction services Tree removal up to 6" DBH Tree removal dead and dying Tree removal hazard tree Tree trimming up to 6' or 3x brush if required Brush removal under defined canopy Brush trim up of 1/3 height Brush trim dead and dying Brush trim 20% of cover for severed lateral continuity Weeds and grasses reduce to 3' or less Collect and chip/shred all leaf litter Chip all material and use for mulch as needed Remove Mexican fan palms, pampas grass and dispose of in city greenwaste containers Traffic control may include lane shift closures for worker and public safety. No flagging is anticipated.	34,522	0.43	14,844.46
Total				\$14,844.46

CSLB Lic. A, B, C27, C-61/D-49 -1045401
 DIR# 1000059700
 DUNS# 117439643

Signature _____



Path or polygon

Click points on the map to draw a

Perimeter
473 yd

Area
34,522 ft²

Save to project



SMS - Specialty Mowing Services, Inc.
 2910 Rainbow Glen Rd
 Fallbrook, CA 92028
 (760) 728-1591

Proposal

Date	Proposal #
5/15/2025	21022

Name / Address
City of Laguna Hills Attn: Sal Quinones 24035 El Toro Rd. Laguna Hills, CA 92653

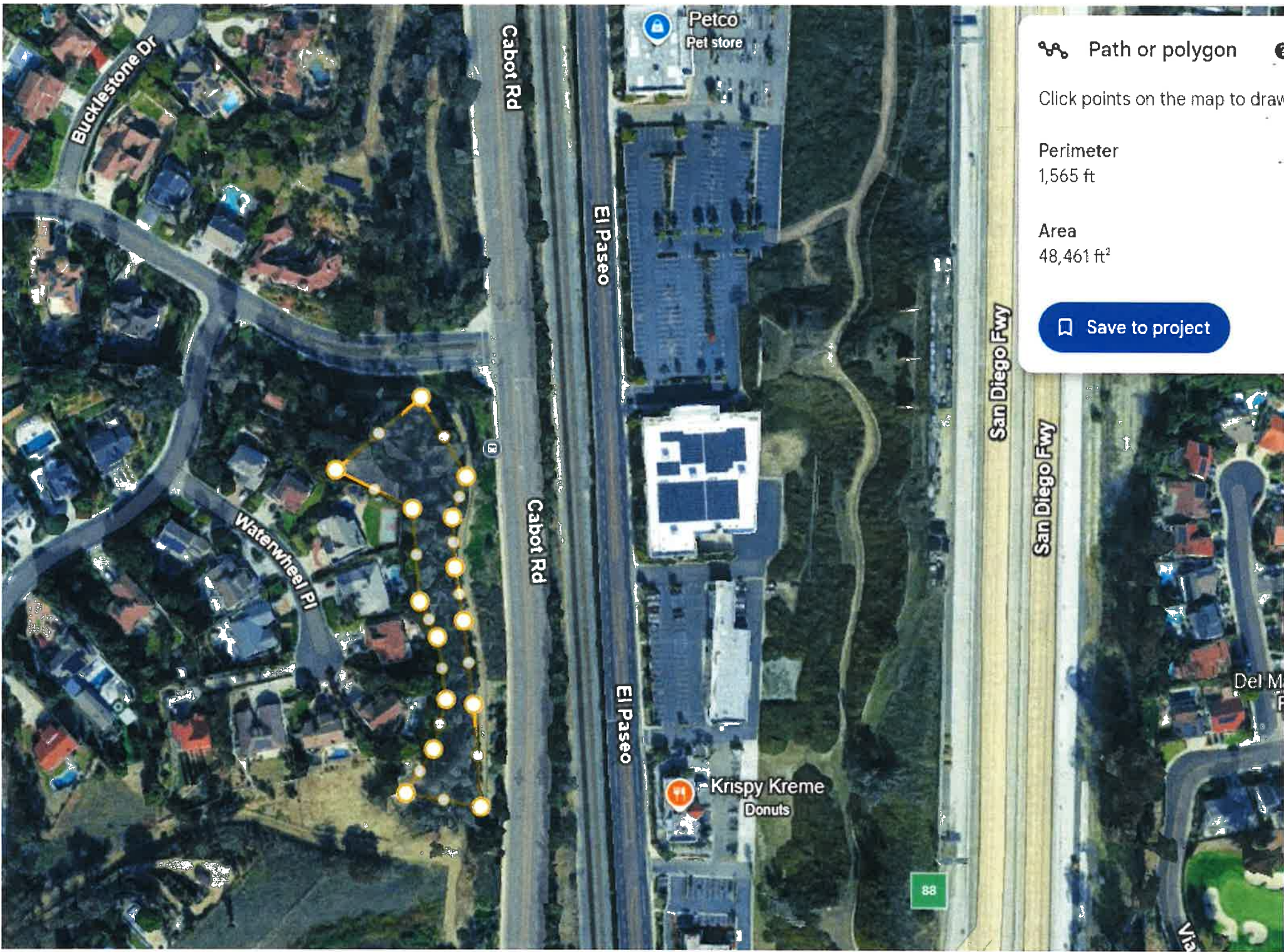
Ship To

P.O. No.	Terms	Project
	Net 30	Cabot 2

Item	Description	Qty	Rate	Total
Misc.	Cabot 2 South of Nelle Gail (Below Waterwheel) Vegetation reduction services Tree removal up to 6" DBH Tree removal dead and dying Tree removal hazard tree Tree trimming up to 6' or 3x brush if required Brush removal under defined canopy Brush trim up of 1/3 height Brush trim dead and dying Brush trim 20% of cover for severed lateral continuity Weeds and grasses reduce to 3' or less Collect and chip/shred all leaf litter Chip all material and use for mulch as needed Remove Mexican fan palms, pampas grass and dispose of in city greenwaste containers Traffic control may include lane shift closures for worker and public safety. No flagging is anticipated.	48.461	0.41	19,869.01
Total				\$19,869.01

CSLB Lic. A, B, C27, C-61/D-49 -1045401
 DIR# 1000059700
 DUNS# 117439643

Signature _____



Path or polygon

Click points on the map to draw

Perimeter
1,565 ft

Area
48,461 ft²

Save to project



SMS - Specialty Mowing Services, Inc.
 2910 Rainbow Glen Rd
 Fallbrook, CA 92028
 (760) 728-1591

Proposal

Date	Proposal #
5/15/2025	21024

Name / Address
City of Laguna Hills Attn: Sal Quinones 24035 El Toro Rd. Laguna Hills, CA 92653

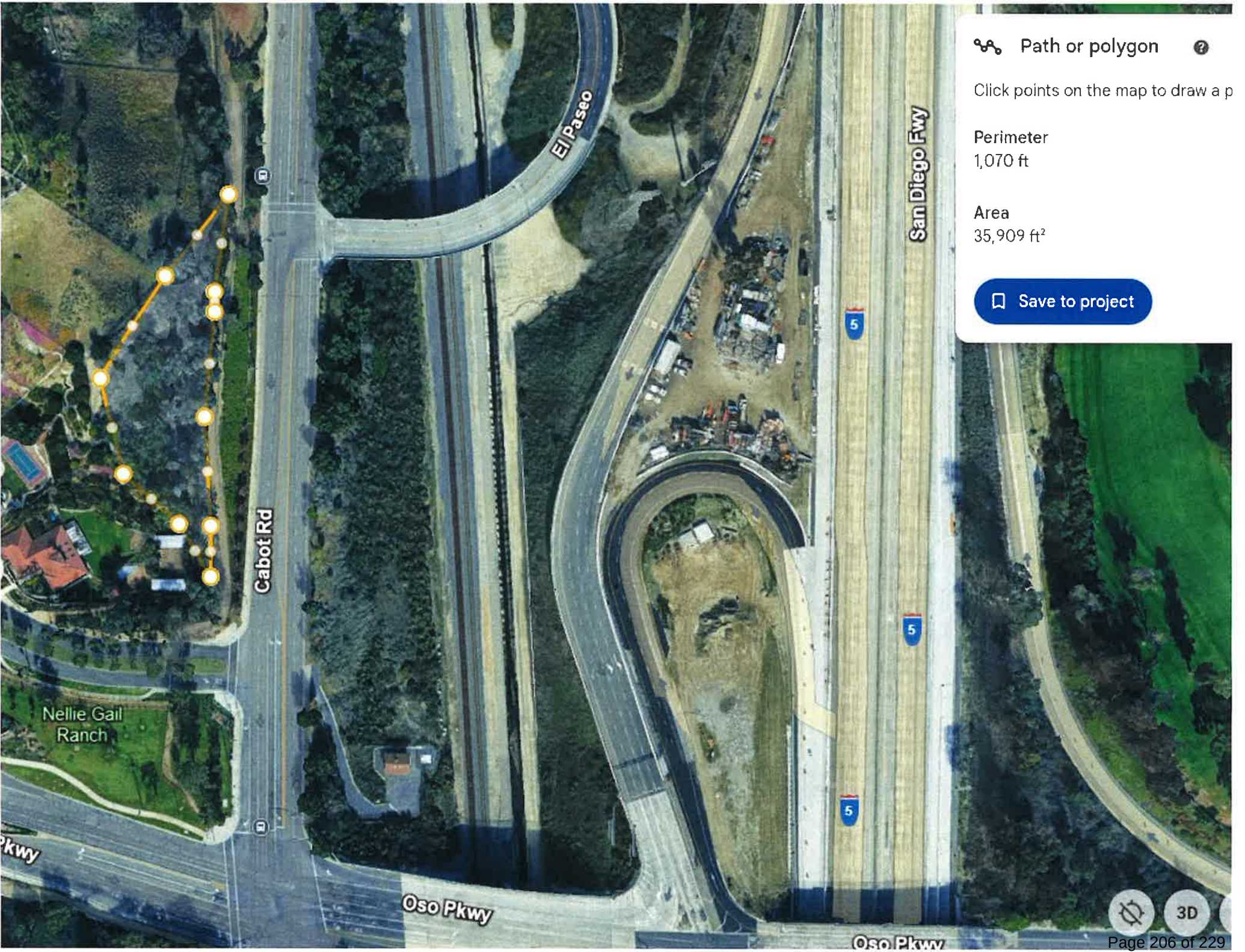
Ship To

P.O. No.	Terms	Project
	Net 30	Cabot 3

Item	Description	Qty	Rate	Total
Misc.	Cabot 3 North of Hitching Rail Vegetation reduction services Tree removal up to 6" DBH Tree removal dead and dying Tree removal hazard tree Tree trimming up to 6' or 3x brush if required Brush removal under defined canopy Brush trim up of 1/3 height Brush trim dead and dying Brush trim 20% of cover for severed lateral continuity Weeds and grasses reduce to 3' or less Collect and chip/shred all leaf litter Chip all material and use for mulch as needed Remove Mexican fan palms, pampas grass and dispose of in city greenwaste containers Traffic control may include lane shift closures for worker and public safety. No flagging is anticipated.	35.909	0.49	17.595.41
Total				\$17.595.41

CSLB Lic. A. B. C27, C-61/D-49 -1045401
 DIR# 1000059700
 DUNS# 117439643

Signature _____



 Path or polygon 

Click points on the map to draw a p

Perimeter
1,070 ft

Area
35,909 ft²

 Save to project



SMS - Specialty Mowing Services, Inc.
 2910 Rainbow Glen Rd
 Fallbrook, CA 92028
 (760) 728-1591

Proposal

Date	Proposal #
5/15/2025	21020

Name / Address
City of Laguna Hills Attn: Sal Quinones 24035 El Toro Rd. Laguna Hills, CA 92653

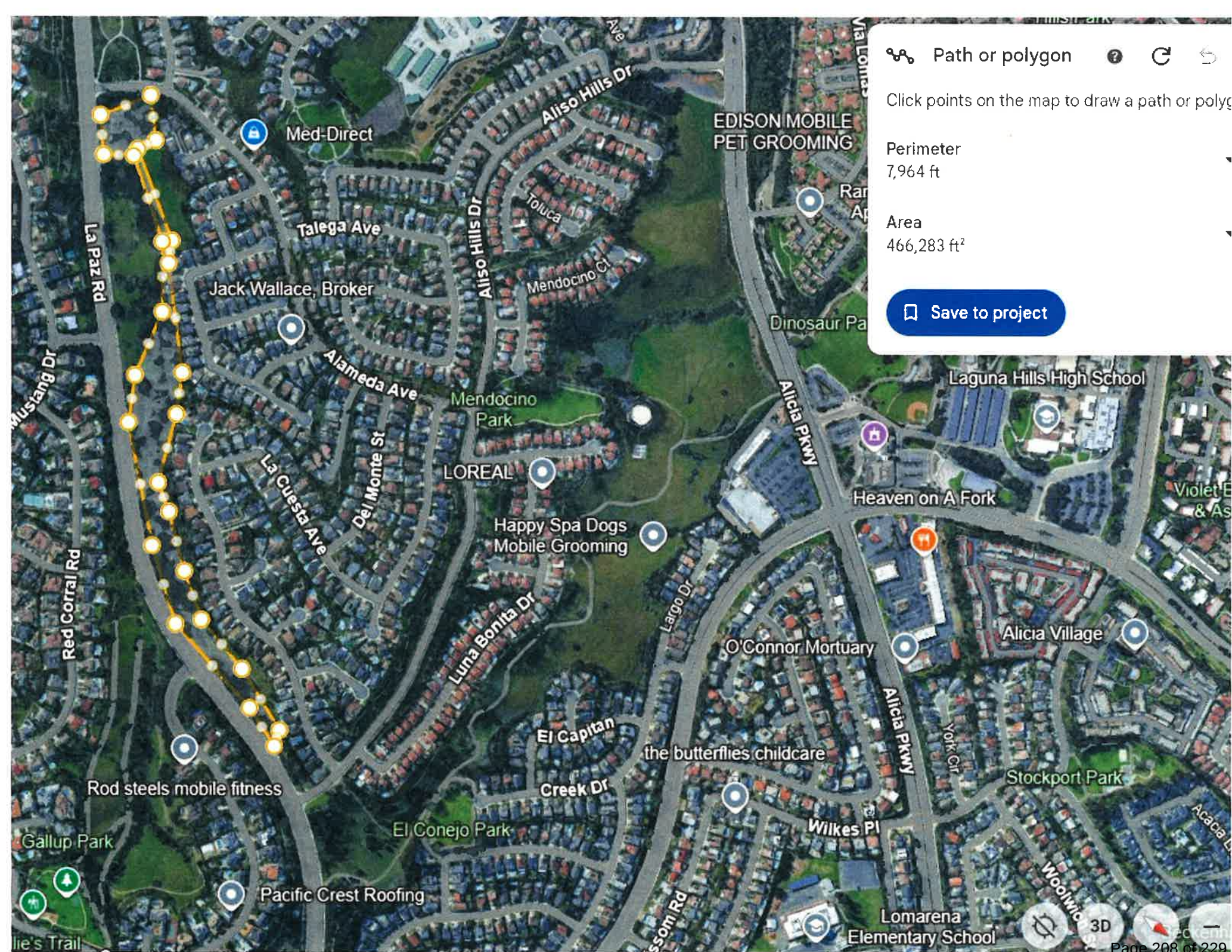
Ship To

P.O. No.	Terms	Project
	Net 30	La Paz 2

Item	Description	Qty	Rate	Total
Misc.	La Paz Rd. 2 PDV to Aliso Hills Vegetation reduction services Tree removal up to 6" DBH Tree removal dead and dying Tree removal hazard tree Tree trimming up to 6' or 3x brush if required Brush removal under defined canopy Brush trim up of 1/3 height Brush trim dead and dying Brush trim 20% of cover for severed lateral continuity Weeds and grasses reduce to 3' or less Collect and chip/shred all leaf litter Chip all material and use for mulch as needed Remove Mexican fan palms, pampas grass and dispose of in city greenwaste containers Traffic control may include lane shift closures for worker and public safety. No flagging is anticipated.	212,250	0.45	95,512.50
Total				\$95,512.50

CSLB Lic. A, B, C27, C-61/D-49 -1045401
 DIR# 1000059700
 DUNS# 117439643

Signature _____



Path or polygon

Click points on the map to draw a path or polygon

Perimeter
7,964 ft

Area
466,283 ft²

Save to project



SMS - Specialty Mowing Services, Inc.
 2910 Rainbow Glen Rd
 Fallbrook, CA 92028
 (760) 728-1591

Proposal

Date	Proposal #
5/15/2025	21021

Name / Address
City of Laguna Hills Attn: Sal Quinones 24035 El Toro Rd. Laguna Hills, CA 92653

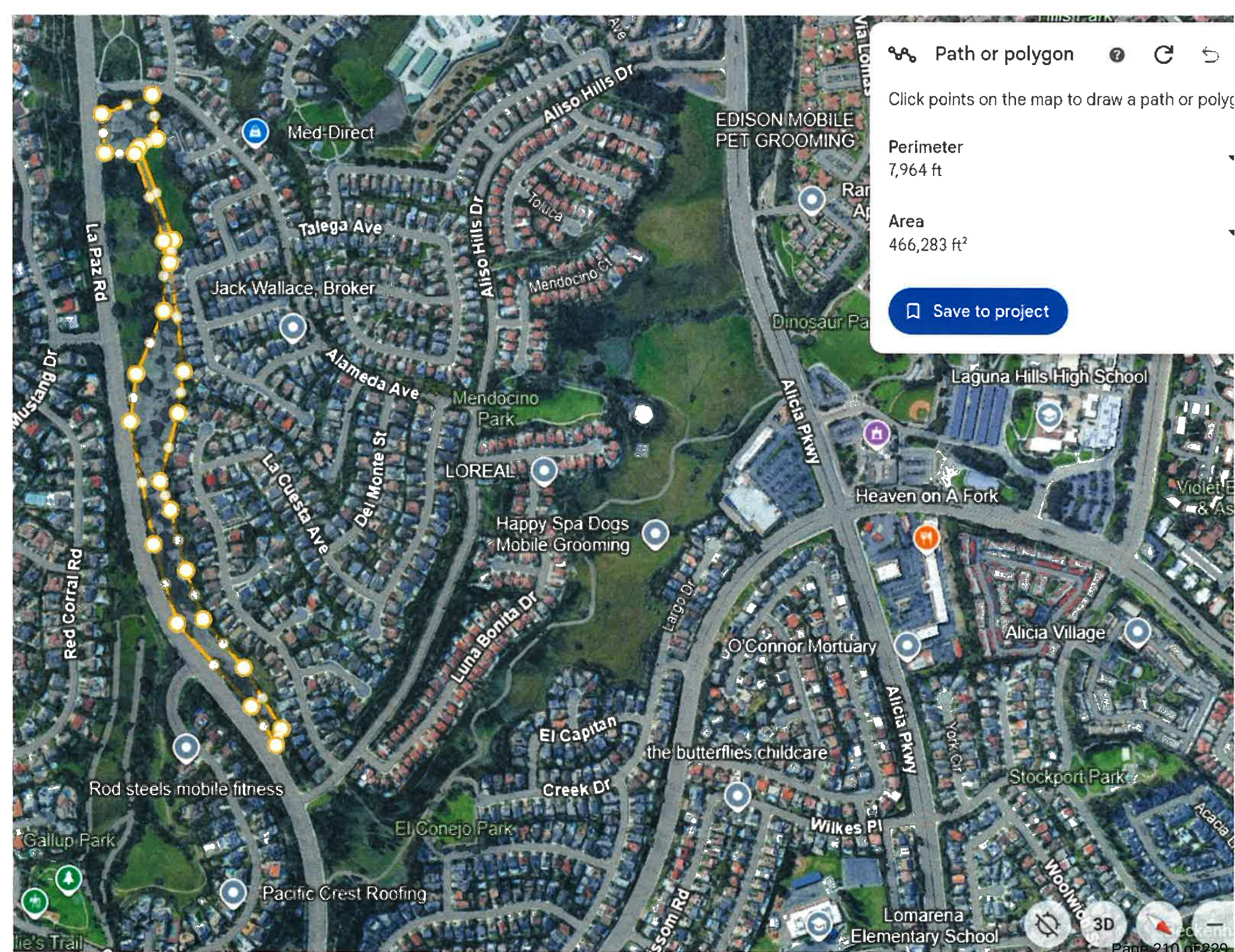
Ship To

P.O. No.	Terms	Project
	Net 30	La Paz 3

Item	Description	Qty	Rate	Total
Misc.	La Paz Rd. 3 Aliso Hills to Alameda Vegetation reduction services Tree removal up to 6" DBH Tree removal dead and dying Tree removal hazard tree Tree trimming up to 6' or 3x brush if required Brush removal under defined canopy Brush trim up of 1/3 height Brush trim dead and dying Brush trim 20% of cover for severed lateral continuity Weeds and grasses reduce to 3' or less Collect and chip/shred all leaf litter Chip all material and use for mulch as needed Remove Mexican fan palms, pampas grass and dispose of in city greenwaste containers Traffic control may include lane shift closures for worker and public safety. No flagging is anticipated.	466,283	0.21	97,919.43
Total				\$97,919.43

CSLB Lic. A, B, C27, C-61/D-49 -1045401
 DIR# 1000059700
 DUNS# 117439643

Signature _____



Path or polygon

Click points on the map to draw a path or polyc

Perimeter
7,964 ft

Area
466,283 ft²

Save to project



SMS - Specialty Mowing Services, Inc.
 2910 Rainbow Glen Rd
 Fallbrook, CA 92028
 (760) 728-1591

Proposal

Date	Proposal #
5/15/2025	21025

Name / Address
City of Laguna Hills Attn: Sal Quinones 24035 El Toro Rd. Laguna Hills, CA 92653

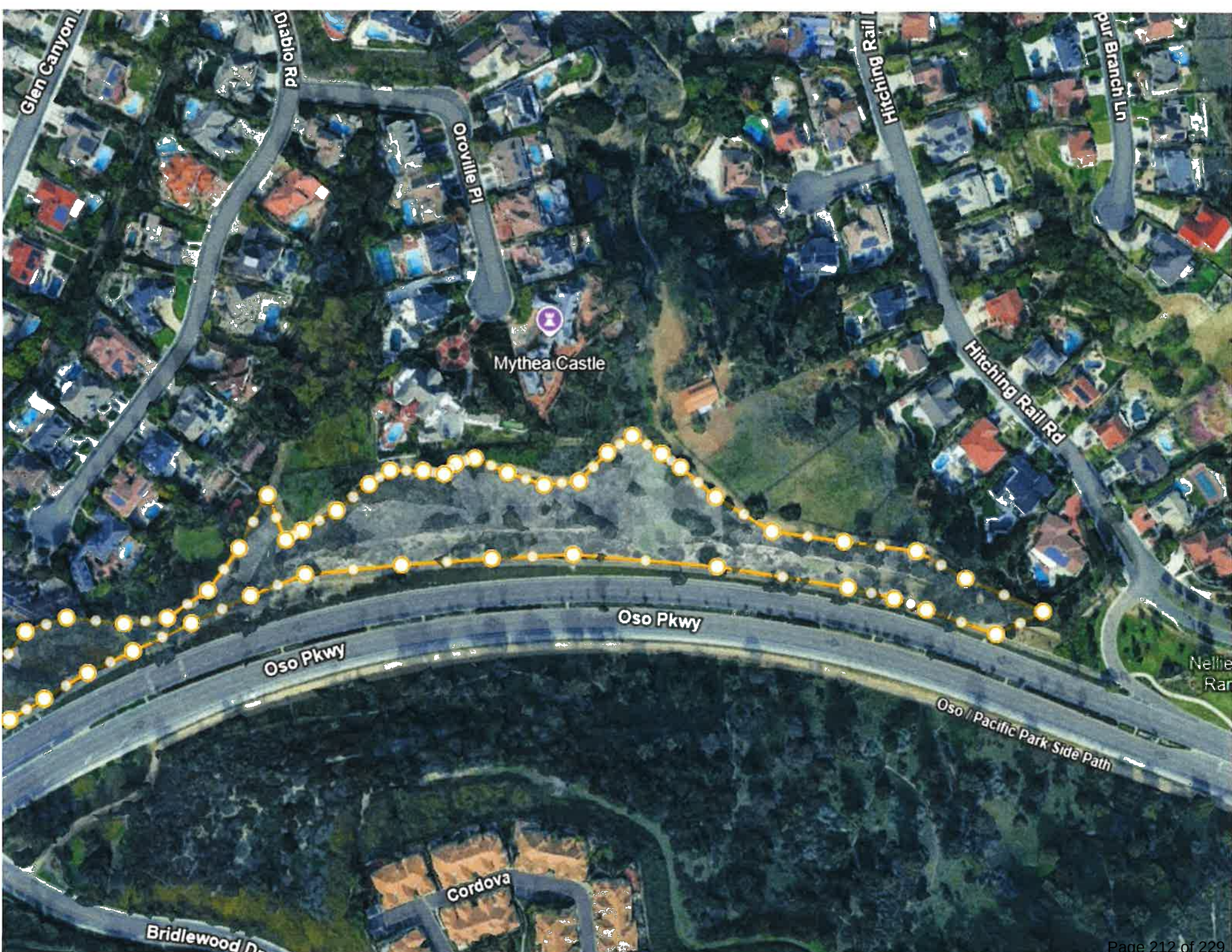
Ship To

P.O. No.	Terms	Project
	Net 30	Oso Pkwy

Item	Description	Qty	Rate	Total
Misc.	Oso Pkwy Vegetation reduction services Tree removal up to 6" DBH Tree removal dead and dying Tree removal hazard tree Tree trimming up to 6' or 3x brush if required Brush removal under defined canopy Brush trim up of 1/3 height Brush trim dead and dying Brush trim 20% of cover for severed lateral continuity Weeds and grasses reduce to 3' or less Collect and chip/shred all leaf litter Chip all material and use for mulch as needed Remove Mexican fan palms, pampas grass and dispose of in city greenwaste containers Traffic control may include lane shift closures for worker and public safety. No flagging is anticipated.	208.483	0.42	87,562.86
Total				\$87,562.86

CSLB Lic. A, B, C27, C-61/D-49 -1045401
 DIR# 1000059700
 DUNS# 117439643

Signature _____





City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: 2025 Senior Mobility Program Update

Recommendation: That the City Council receive an update on the Senior Dial-A-Taxi program.

Background:

The City of Laguna Hills offers a Senior Mobility Program (SMP) known as Dial-A-Taxi. The program is exclusive to Laguna Hills residents sixty years and older. There are currently 593 active members of the program. Memberships are only deactivated if the member is no longer living in Laguna Hills.

This program provides sedans and wheelchair-accessible vans twenty-four hours a day, seven days a week within the designated service area and specific satellite locations. The service area covers all of Laguna Hills, Laguna Woods, and Mission Viejo. Satellite services are in Irvine, Laguna Niguel, and Lake Forest. There is a \$5 copay per one-way trip, except for John Wayne Airport. For trips to John Wayne Airport, there is a \$20 copay each way.

The senior transportation program is in coordination with Orange County Transportation Authority (OCTA) and Orange County Yellow Cooperative, Inc (OCYC), formerly known as California Yellow Cab. Both the services agreement with OCYC and the cooperative agreement with OCTA are set to expire in June 2026. The City will go out to bid for the next services agreement and extend the term of the cooperative agreement until June 2031.

All agencies, cities, and contracted vendors must follow SMP guidelines established by OCTA. These guidelines cover insurance requirements, driver training standards, Drug & Alcohol Testing, vehicle maintenance standards, and availability of wheelchair-accessible vehicles at the same level as sedans. Currently, Transportation Network Companies (TCN) like Uber and Lyft do not meet these necessary guidelines. OCTA is in communication with TCNs, but their service model would have to adapt to the SMP guidelines. OCTA is reviewing other transportation companies in order to provide more competitive service for the City's SMP request for proposals (RFP).

Recent Initiatives:

To better utilize funds and enhance the program for residents, several initiatives were implemented in 2025, including creating new marketing strategies, offering a special promotion to members, and conducting program research.

A new program flyer (Attachment 1) was created and displayed at the Community Center, posted on social media, shared at community events, and dispersed to senior living communities in Laguna Hills. An additional flyer (Attachment 2) was created and marketed similarly leading up to our special promotion initiative. City staff worked with OCYC, with approval from OCTA, to eliminate the copay and offer free rides to members for the months of May and June.

In April 2025, a letter (Attachment 3) was sent out to every member of the program in order to alert them of the upcoming free rides in May and June. Along with that letter, a survey was sent out to gain program feedback. The survey asked seven questions to discover how members originally heard about the program, how satisfied they are with OCYC's service, what locations or areas they would like to see included in the program, and overall program feedback. Eighty-six completed surveys were submitted back to the Community Services Department.

Survey Findings:

The survey asked the following questions:

1. How did you hear about this program?
2. How many times a month do you use this service?
3. How would you rate your satisfaction with CYC?
4. What locations or cities that are not in our program service area would you like to go?
5. For what reason do you most need to use a taxi?

6. Would you recommend this program to a friend?
7. Any comments you would like to share regarding this program?

The survey found that word of mouth is the best method of communication with seniors. Most seniors learned about the program through a friend or neighbor.

There is a wide range of monthly usage. However, for those who responded, most listed that they use the program consistently 1–2 times a month.

Overall, members are very satisfied with OCYC's performance, with most saying their service is "excellent" or "good." The most common complaint being occasional tardiness.

There were many locations that members would like to see included in the program. The top three requested locations in order are: Aliso Viejo, Irvine, and Laguna Niguel.

Overwhelmingly, members wrote that they use the program for medical appointments and to go to John Wayne Airport. 10% of responding members said that they use the program because they do not have a car or are no longer able to drive. Almost every survey listed "yes" to recommending this program to a friend.

There were many different responses to the last survey question, which asked for additional comments. Many members used that question as an opportunity to give thanks and compliment the program, but some also gave feedback regarding expanding the program and working with OCYC to improve driver reliability.

Next Steps:

Using the valuable feedback from our members, City staff will be better prepared to implement program goals when the current contract with OCYC expires in June 2026. Staff plans to expand the service area to include more of the surrounding cities and evaluate the current fee schedule. Additionally, all feedback from the survey will be shared and discussed with OCYC in order to coordinate and improve driver reliability and to better dispatch communication. City staff will also work more closely with the local senior living communities and the Florence Sylvester Senior Center to market the Dial-A-Taxi program.

Fiscal Impact:

The Senior Mobility Program (SMP) is funded by Measure M2 (M2) through the Orange

County Transportation Authority (OCTA). Measure M2 Project U – Senior Mobility Program provides funding to support local, community-based transportation services for seniors. Funding for the program is identified as one percent of M2 net sales tax revenue and is allocated to eligible participating cities and eligible agencies based upon the participating cities and eligible agencies’ percentage of the senior population of the county.

Funding allocations are based on sales tax receipts and is distributed every other month. SMP funds must be expended within three years of receipt and OCTA can grant a two-year extension. If the time limits for use of SMP funds are not satisfied, any remaining funds will be returned to OCTA. Per our cooperative agreement with OCTA, the City matches 20% of the total annual program expenditure.

These funds are used on the following: contract services, marketing and outreach, mailing costs, staff time, and program materials. All spending is tracked and monthly reports are submitted to OCTA. OCTA also conducts annual audits and inspections to ensure cities and eligible agencies are following the accounting requirements and applicable laws regarding the use of public funds.

In fiscal year 2024/2025, it is estimated that the City of Laguna Hills will receive approximately \$50,000 in M2 SMP funding. The City is projected to spend approximately \$40,000 in the fiscal year with approximately \$32,000 being spent using M2 SMP funds. The remaining funds will be added to the M2 SMP funds being received in fiscal year 2025/2026. A forecast of future funds through 2029 is attached to this report (Attachment 4).

Attachments:

1. Attachment 1: Dial A Taxi Flyer 2025
2. Attachment 2: LH DAT Free Rides May and June 2025
3. Attachment 3: Signed Letter 2025 Survey
4. Attachment 4: SMP-Cities-5-Year-Forecast Jan 2024

Dial-A-Taxi Program

City of Laguna Hills residents 60 years and older are eligible for this program funded by Orange County Transportation Authority (OCTA) with SMP and M2 Funds. The program provides sedan and wheelchair-accessible vans 24 hours a day, seven days a week within the designated service area and specific satellite locations. The service area covers all of Laguna Hills, Laguna Woods, and Mission Viejo. Satellite locations are found in Irvine, Laguna Niguel, and Lake Forest.

- \$5 per one-way trip.
- Trips to John Wayne Airport available for \$20 each way.



Who is eligible?

Participants must be:

- Resident of Laguna Hills
- 60 years or older
- Self-sufficient or provide a personal care attendant

How to apply?

1. Obtain the Application & Waiver (available on the city website or at the Laguna Hills Community Center)
2. Show proof of residency and age along with a photo for your ID card
3. Allow 2 weeks for processing

For more information, visit the Laguna Hills Community Center, call (949) 707-2680, or visit <https://www.ci.laguna-hills.ca.us/190/Dial-A-Taxi-Program-For-Seniors>



Laguna Hills Senior Dial-a-Taxi Program

FREE Rides for the Month of May & June!

*Only applies to members and
within the program service area.

Enroll today! Free to apply!

Must be:

- ☒ Laguna Hills resident
- ☒ Over the age of 60

Application found online
and at the Laguna Hills
Community Center.

Contact Us

 lagunahillsca.gov

 949.707.2680





CITY OF LAGUNA HILLS

March 31st, 2025

Subject: Laguna Hills Senior Dial-A-Taxi Program

Dear Resident and Dial-A-Taxi Member:

The City of Laguna Hills has worked with California Yellow Cab and Orange County Transportation Authority (OCTA) to give our Laguna Hills Dial-A-Taxi members free rides for the months of May and June within our service area. This would mean there is no co-pay for the months of May and June to all locations in our service area which include: Laguna Hills, Mission Viejo, and Laguna Woods City limits. Approved satellite locations will also be free during these months. Please refer to page two of our program guidelines for our approved list of satellite locations. This special promotion will only apply from May 1st, 2025 through June 30th, 2025.

This letter serves as notification for our upcoming promotion, but also to verify if you are still an active member and to gain feedback regarding our program. Please complete the attached survey and send it back to us via mail at 25555 Alicia Pkwy, Laguna Hills, CA 92653 or email a photo of the completed survey to our program administrator, Jessica Cardenas at jcardenas@lagunahillsca.gov.

For further program or survey questions, please feel free to reach out to us by email or phone at (949) 707-2681. Program details can be found on our website at lagunahillsca.gov.

Thank you in advance for your participation.

Sincerely,

Holland Gannon
Interim Director of Community Services



Projected Measure M2 Senior Mobility Program Funding Allocation (5 Years)

Allocation Based Upon Senior Population (60+) and Available Revenues

Allocation Summary						
Local Jurisdictions	M2 Funding					
	2025	2026	2027	2028	2029	Total
Aliso Viejo	\$ 56,097	\$ 58,172	\$ 59,792	\$ 61,598	\$ 63,271	\$ 298,930
Anaheim	416,745	432,157	444,189	457,605	470,035	2,220,731
Brea	71,604	74,252	76,320	78,625	80,760	381,561
Buena Park	114,888	119,137	122,454	126,152	129,579	612,208
Costa Mesa	132,663	137,569	141,399	145,670	149,627	706,927
Cypress	77,335	80,195	82,427	84,917	87,224	412,097
Dana Point	72,672	75,360	77,458	79,797	81,965	387,251
Fountain Valley	108,540	112,555	115,688	119,182	122,420	578,385
Fullerton	190,518	197,564	203,064	209,197	214,880	1,015,223
Garden Grove	241,820	250,763	257,745	265,529	272,742	1,288,600
Huntington Beach	344,829	357,582	367,537	378,638	388,923	1,837,509
Irvine	314,154	325,772	334,842	344,955	354,326	1,674,048
La Habra	84,431	87,554	89,992	92,709	95,228	449,914
La Palma	-	-	-	-	-	-
Laguna Beach	54,128	56,129	57,692	59,435	61,049	288,433
Laguna Hills	55,706	57,766	59,375	61,168	62,829	296,844
Laguna Niguel	126,594	131,276	134,931	139,006	142,782	674,589
Laguna Woods	106,478	110,416	113,490	116,917	120,093	567,394
Lake Forest	119,995	124,432	127,897	131,760	135,339	639,422
Los Alamitos	-	-	-	-	-	-
Mission Viejo	180,887	187,577	192,800	198,623	204,018	963,905
Newport Beach	178,016	184,599	189,739	195,469	200,779	948,602
Orange	189,735	196,752	202,230	208,338	213,997	1,011,052
Placentia	76,200	79,019	81,219	83,672	85,944	406,054
Rancho Santa Margarita	58,691	60,861	62,556	64,445	66,196	312,749
San Clemente	113,117	117,300	120,566	124,207	127,581	602,772
San Juan Capistrano	66,816	69,287	71,216	73,366	75,359	356,044
Santa Ana	308,874	320,297	329,215	339,158	348,371	1,645,916
Seal Beach	85,837	89,012	91,490	94,253	96,814	457,407
Stanton	49,949	51,796	53,239	54,846	56,336	266,167
Tustin	89,598	92,912	95,498	98,383	101,055	477,446
Villa Park	14,293	14,822	15,234	15,694	16,121	76,164
Westminster	152,421	158,058	162,458	167,365	171,911	812,214
Yorba Linda	124,213	128,807	132,393	136,391	140,096	661,900
Total	\$ 4,377,842	\$ 4,539,749	\$ 4,666,143	\$ 4,807,070	\$ 4,937,653	\$ 23,328,458

Notes:

- SMP Forecast is using 2020 Census Data for 60+ Senior Population to calculate the allocation for eligible cities.
- The funding allocation amounts are using the finalized sales tax forecast received in August 2023.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Bill Burk, Chief of Police Services
Issue: Public Safety Update

Recommendation: That the City Council receive an update on public safety activities, including updates on crime trends.

Background:

Chief of Police Services, Captain Burk, will provide a report to the City Council on recent public safety activities in Laguna Hills.

Fiscal Impact:

There is no fiscal impact associated with receiving this report.

Attachments:

1. Public Safety Update: Crime Statistics Overview
2. State of California Department of Justice Crime Stats
3. Laguna Hills Public Safety Index Crimes Chart

Public Safety Update

2024 Review

Index Crimes

Agencies: **Laguna Hills**

Years: **2023 - 2024**

	2023	2024	Difference	% Change
INDEX CRIMES				
Violent Crimes	82	72	-10	-12.20%
Homicide	0	0	0	0.00%
Rape	5	0	-5	-100.00%
Robbery	16	29	13	81.25%
Aggravated Assault	61	43	-18	-29.51%
Property Crimes	388	338	-50	-12.89%
Burglary	103	42	-61	-59.22%
Motor Vehicle Theft	44	44	0	0.00%
Larceny-Theft	241	252	11	4.56%
Arson	4	0	-4	-100.00%
Index Crimes Total	474	410	-64	-13.50%

The data indicates a marked decrease in both arson and overall index crimes between 2023 and 2024. Reported arson cases declined from 4 to 0, reflecting a complete elimination of such incidents. Additionally, total index crimes decreased from 474 to 410, representing a reduction of 64 cases or 13.5%. These figures suggest notable advancements in crime prevention efforts across both specific and general categories within this time frame.

Public Safety Update: Crime Statistics Overview

Comparing 2023 and 2024 Data

Summary of Key Crime Statistics

In reviewing the index crime statistics for 2024, several notable shifts were observed compared to 2023:

- Homicides remained at zero for both years, indicating continued success in preventing these most serious offenses.
- Rape incidents dropped from 5 in 2023 to 0 in 2024, representing a significant 100% decrease.
- Robberies increased sharply by 81.25%, rising from 16 cases in 2023 to 29 in 2024.
- Aggravated assaults declined by 29.51%, decreasing from 61 cases to 43.
- Burglaries saw a substantial 59.22% reduction, dropping from 103 cases to 42.
- Motor vehicle thefts remained unchanged at 44 cases in both years.
- Larceny-theft cases showed a slight increase of 4.56%, moving from 241 to 252 incidents.
- Arson fell from 4 cases to zero, marking another 100% decrease.
- The total number of index crimes dropped from 474 to 410, a 13.50% overall reduction.

Key Takeaways

- Violent crimes such as rape and aggravated assault experienced significant declines, contributing to greater community safety.
- The rise in robberies and slight increase in larceny-theft highlight areas where additional focus and resources may be needed.
- Stability in categories such as homicide and motor vehicle theft is encouraging, while the significant drop in burglaries and arson suggests that recent prevention strategies have been effective.
- Overall, the data reflects a continued positive trend in public safety, with most serious crimes on the decline in 2024.

State of California Department of Justice - OpenJustice

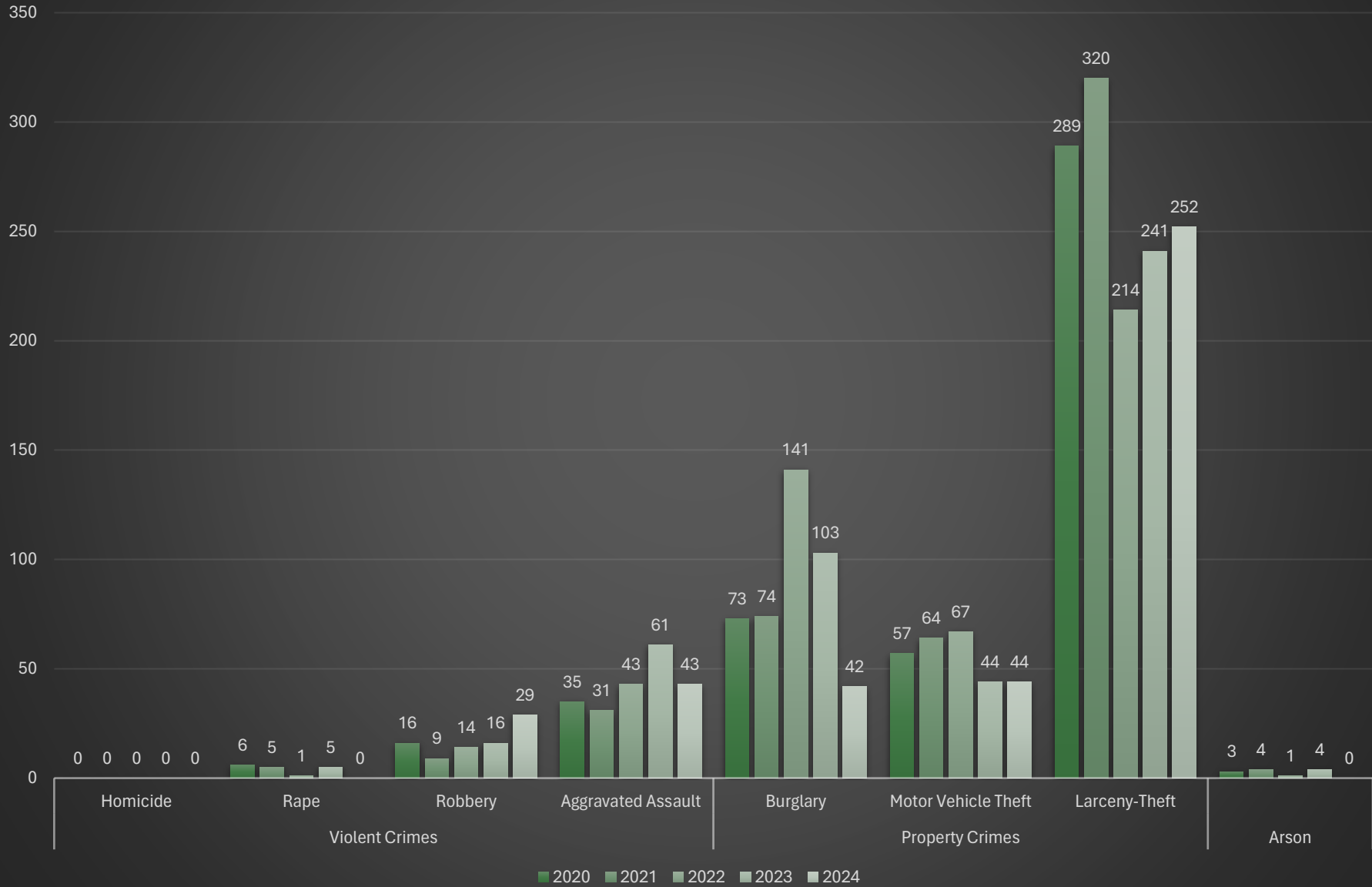
Crimes & Clearances Agencies: Laguna Hills. Years: 2015 - 2024.

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Crimes										
Violent Crimes	43	34	44	55	32	57	45	58	82	72
Homicide	0	0	1	0	0	0	0	0	0	0
Rape (Forcible Rape prior to 2014)	8	5	5	5	3	6	5	1	5	0
Rape	7	3	5	5	2	5	5	1	5	0
Attempted Rape	1	2	0	0	1	1	0	0	0	0
Robbery	13	9	18	15	15	16	9	14	16	29
Weapon										
Firearm	2	2	5	0	7	3	0	1	4	4
Knife or Cutting Instrument	1	2	2	3	3	5	1	1	4	2
Other Weapon	2	0	5	1	2	2	2	4	2	7
Strong-Arm	8	5	6	11	3	6	6	8	6	16
Location										
Highway	4	2	4	3	2	5	4	1	3	9
Commercial	5	4	6	2	4	1	0	3	6	6
Gas Station	2	0	0	1	2	0	0	2	0	3
Convenience Store	0	0	2	3	3	4	2	1	0	1
Residence	1	1	4	4	0	2	2	3	3	2
Bank	0	0	0	0	0	0	0	0	0	2
Miscellaneous	1	2	2	2	4	4	1	4	4	6
Aggravated Assault	22	20	20	35	14	35	31	43	61	43
Weapon										
Firearm	0	1	2	0	0	5	6	7	9	8
Knife or Cutting Instrument	3	5	1	3	3	12	10	13	9	12
Other Weapon	9	7	7	7	9	14	12	13	30	15
Hands Fists Feet	10	7	10	25	2	4	3	10	13	8
Property Crimes	522	536	467	402	405	419	458	422	388	338
Burglary	80	107	117	97	82	73	74	141	103	42
Means of Entry										
Forcible Entry	56	80	92	74	67	61	59	103	61	29

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
No Force	24	27	25	23	15	12	15	38	42	13
Location / Time										
Residence	55	48	69	58	32	29	40	34	30	19
Night	10	7	19	21	10	9	15	12	14	11
Day	21	12	14	18	18	4	11	22	16	8
Unknown	24	29	36	19	4	16	14	0	0	0
Non-Residence	25	59	48	39	50	44	34	107	73	23
Night	7	32	24	19	21	15	12	28	26	18
Day	3	1	3	7	6	6	9	79	47	5
Unknown	15	26	21	13	23	23	13	0	0	0
Motor Vehicle Theft	46	48	49	28	35	57	64	67	44	44
Automotive	31	35	39	17	23	37	44	27	26	24
Trucks and Buses	10	8	8	8	7	14	12	17	3	5
Other	5	5	2	3	5	6	8	23	15	15
Larceny-Theft	396	381	301	277	288	289	320	214	241	252
Type										
Pocket-Picking	1	0	0	0	3	0	0	3	5	1
Purse-Snatching	0	0	0	2	2	0	0	1	3	0
Shoplifting	96	106	66	46	50	22	51	36	56	100
From Motor Vehicle	154	155	140	119	130	122	114	69	65	66
Motor Vehicle Accessories	26	12	25	18	27	81	100	53	60	25
Bicycles	19	16	11	12	5	6	6	3	2	0
From Building	16	12	15	20	34	15	16	24	32	27
Coin Operated Machine	0	0	0	0	0	0	0	1	0	0
Other	84	80	44	60	37	43	33	24	18	33
Value										
Over \$400	168	161	121	134	136	157	null	null	null	null
Over \$200	0	0	0	0	0	0	217	151	163	149
\$200 through \$400	69	64	48	39	35	34	null	null	null	null
\$50 through \$199	86	89	60	51	44	34	34	27	33	45
Under \$50	73	67	72	53	73	64	69	36	45	58
Arson	1	0	4	4	2	3	4	1	4	0
Structural Property	0	0	1	2	1	0	2	0	2	0
Mobile Property	0	0	0	0	0	3	0	1	0	0

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Other Property	1	0	3	2	1	0	2	0	2	0

INDEX CRIMES Laguna Hills





City of Laguna Hills City Council / Planning Agency Staff Report

Date: July 8, 2025
To: Mayor and Council Members
From: Kayle McDonald, Deputy City Clerk
Issue: Committee Assignment Report

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

Background:

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments.

[Orange County Fire Authority \(OCFA\)](#)

Board of Directors
Mayor Sweeney
June 26, Regular Meeting

[Association of California Cities-Orange County \(ACC-OC\)](#)

Legislative and Regulatory Committee
Council Member Wheeler
June 26, Regular Meeting

[Orange County Older Adults Advisory Commission \(OAAC\)](#)

Executive Committee
Council Member Wheeler
June 27, Regular Meeting

Fiscal Impact:

The City does not provide any additional compensation to City Council members for serving on outside agency boards or committees.

Attachments:

None