



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, August 26, 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, August 26, 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, August 26, 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:** Council Member Mathis

**Pledge of Allegiance:** Council Member Mathis

### **Roll Call of City Council Members**

#### **1. Presentations and Proclamations**

##### **1.1 Appointment of Laguna Hills High School Student Liaison Ethan Keschner and Alternate Student Liaison Dylan Wu**

**Recommendation:** That Mayor Sweeney present Certificates of Appointment to Laguna Hills High School Student Liaison Ethan Keschner and Alternate Student Liaison Dylan Wu.

##### **1.2 Laguna Hills High School Student Liaison Report**

**Recommendation:** That the City Council receive a report from Laguna Hills High School Student Liaison Ethan Keschner.

##### **1.3 Certificate of Recognition- Congressional Gold Medalist Sawyer Ashland**

**Recommendation:** That the City Council congratulate Sawyer Ashland for earning the Congressional Gold Medal Award at the U.S. Capitol, and that Mayor Joshua Sweeney present him with a Certificate of Recognition in honor of this outstanding achievement.

##### **1.4 Proclamation for Hunger Action Month**

**Recommendation:** That the City Council issue a Proclamation declaring September 2025 as "Hunger Action Month" and that Mayor Sweeney present the Proclamation to Second Harvest Director of Government Affairs and Community Relations Malia Carry and Policy & Advocacy Fellow Alejandro Aular.

##### **1.5 Laguna Hills Team Darkhorse 3/5 Marine Support Committee**

**Recommendation:** That the City Council receive an update on recent activities of the Laguna Hills Team Darkhorse Support Committee and the 3rd Battalion, 5th Marines Regiment, 1st Marine Division.



### **1.6 Laguna Terrace Beautification Team's 2025 Plein Air Painting Contest**

**Recommendation:** That the City Council receive a presentation from Commissioner Huggins on the Laguna Terrace Beautification Team's 2025 Plein Air Painting Contest and that Mayor Sweeney present Certificates of Recognition to the winners of the contest.

## **2. Schedule of Future Events**

### **2.1 Schedule of Future Events**

**Recommendation:** That the Community Services Director 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 July 8, 2025, Regular Meeting**

**Recommendation:** That the City Council approve the City Council Minutes for the July 8, 2025, Regular Meeting.

### **4.3 Ratification of August 26, 2025 Warrant Register**

**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from June 27, 2025, to August 14, 2025, in the amount of \$5,126,438.11.

### **4.4 Treasurer's Investment Report for June 2025**

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

#### **4.5 Treasurer's Investment Report for July 2025**

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

#### **4.6 Excused Absence Request from Council Member Pezold for the June 24, 2025, and July 8, 2025, City Council Regular Meetings**

**Recommendation:** That the City Council approve an excused absence request from Council Member Pezold for the June 24, 2025, City Council regular meeting due to an illness and the July 8, 2025, City Council regular meeting due to a family emergency.

#### **4.7 Designation of Voting Delegate for League of California Cities Annual Conference**

**Recommendation:** That the City Council appoint the Mayor as the Voting Delegate and appoint the Mayor Pro Tempore as the Voting Delegate Alternate for the League of California Cities Annual Conference.

#### **4.8 Assignment and Assumption of Lease and Third Amendment to Lease Agreement with Banc of California, a California State-Chartered Bank, for 24033 El Toro Road, Suite 130, Laguna Hills, California**

**Recommendation:** That the City Council: 1. Approve the proposed assignment and assumption agreement for 24033 El Toro Road, Suite 130, Laguna Hills, California; 2. Approve the third amendment to the lease agreement with Banc of California, a California state-chartered bank, for 24033 El Toro Road, Suite 130, Laguna Hills, California; and 3. Authorize the Interim City Manager to make minor modifications, as necessary, to the assignment and assumption agreement and to the third amendment to the lease agreement and to execute both agreements.

#### **4.9 Proposed License Agreement with SOCAL Counseling Services, a Licensed Marriage and Family Therapy Corporation, for 24031 El Toro Road, Suite 250D, Laguna Hills, California**

**Recommendation:** That the City Council: 1. Approve the proposed license agreement for 24031 El Toro Road, Suite 250D, Laguna Hills, California; and 2. Authorize the Interim City Manager to make minor modifications, as necessary, to the license agreement and to execute the agreement.

#### **4.10 Proposed Lease Agreement with the County of Orange, a political subdivision of the State of California, for the use of Room No. 102 as a Library within the Laguna Hills Community Center, 25555 Alicia Parkway, Laguna Hills, California**

**Recommendation:** That the City Council: 1. Approve the proposed lease agreement with the County of Orange, a political subdivision of the State of California, for the use of Room No. 102 as a Library within the Laguna Hills Community Center, 25555 Alicia Parkway, Laguna Hills, California; and 2. Authorize the City Manager to make minor modifications, as necessary, to the lease agreement and to execute the lease agreement.

**4.11 Notice of Completion and Final Payment for the Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, CIP 104/109, and Curb Ramp Replacement Project – Alicia Parkway**

**Recommendation:** That the City Council: 1. Certify the completion of and accept the improvements for the subject project; 2. Authorize the Public Works Director to sign the Notice of Completion; 3. Authorize the recording of the Notice of Completion with the County of Orange and to release the faithful performance and payment bonds one year and 35 days, respectively, after the date of recordation of the Notice of Completion contingent upon no claims or liens being filed with the City; and 4. Authorize payment of the final retention 35 days after the date of recordation of the Notice of Completion in the net amount of \$270,222.12, if no liens have been filed.

**4.12 Informal Bidding Ordinance Use Quarterly Report for Public Works Projects**

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

**4.13 2025 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee**

**Recommendation:** That the City Council: 1. Receive and file the report; and 2. Adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, Authorizing Community Assistance Funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California Nonprofit Corporation.”

**4.14 2025 4th of July Post-Event Report**

**Recommendation:** That the City Council receive and file the 2025 4th of July Celebration post-event report.

**4.15 Development Application Status Report**

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

**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 Resolution Approving a Correction in Property Tax Allocation for Certain Parcels Between the Cities of Laguna Hills and Laguna Niguel and Approval of a Proposed Property Tax Transfer Agreement**

**Recommendation:** That the City Council:

1. Conduct a public hearing to consider the effect of the proposed correction and transfer of property tax revenue on fees, charges, assessments, taxes, or other revenues;
2. Approve a proposed Property Tax Transfer Agreement and authorize the Interim City Manager to sign the Agreement; and
3. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Approving a Correction in Property Tax Allocation for Certain Parcels Between the Cities of Laguna Hills and Laguna Niguel."

## **7. Administrative Reports**

### **7.1 Interim City Manager**

### **7.2 Community Development Director**

#### **7.2.1 First Reading of Proposed Ordinances Amending Title 10 (Buildings and Construction) and Chapter 5-16 (Fire Code) of the Laguna Hills Municipal Code and Adopting by Reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24) Consisting of the California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Energy Code, Historical Building Code, Fire Code, Existing Building Code, Green Building Standards Code, and Referenced Standards Code, and the Wildland-Urban Interface Code, Together with Certain Amendments, Additions, and Deletions Thereto, and Adopting By Reference the 2025 International Property Maintenance Code**

**Recommendation:** That the City Council:

1. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and Adopting by Reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24), Consisting of the 2025 California Building Code, the 2025 California Residential Code Including Appendices BF and CI, the 2025 California

Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, the 2025 California Green Building Standards Code, the 2025 California Referenced Standards Code, and the 2025 California Wildland-Urban Interface Code Including Appendices F and G, Together with Certain Amendments, Additions, and Deletions Thereto; and Adopting by Reference the 2024 International Property Maintenance Code.”

2. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: “An Ordinance of the City of Laguna Hills, California, amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2025 Edition of the California Fire Code including Appendices B, BB, C, CC, and H together with certain amendments, additions, and deletions thereto.”
3. Direct staff to place the Ordinances on the September 9, 2026, meeting agenda for a public hearing and second reading, and prepare and publish the appropriate hearing notices.

## **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.

### **9.2 Village at Laguna Hills Ad Hoc Committee Update**

**Recommendation:** That the City Council:

1. Receive a status report and recommendations from the Village at Laguna Hills Ad Hoc Committee;
2. Direct City staff to begin reviewing and working on Merlone Geier Fund X Laguna Hills, LLC’s (MGP) recently filed application requesting Major Project Modifications to the previously approved entitlements and requesting changes to the Development Agreement for the Village at Laguna Hills Mixed-Use Development Project; and
3. Approve a Retainer Agreement with Stradling Yocca Carson & Rauth to re-engage the City’s special land use, entitlement, and development agreement counsel for the purpose of representing the City in connection

with processing MGP's application requesting Major Project Modifications to the previously approved land use entitlements, negotiating modifications to the Development Agreement, and providing the City with other related special counsel services.

## 10. City Council Member Comments

### Adjournment

The next Regular Meeting of the City Council/Planning Agency will be September 9, 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 August 22, 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

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Jennifer Lee, City Clerk  
**Issue:** Appointment of Laguna Hills High School Student Liaison Ethan Keschner and Alternate Student Liaison Dylan Wu

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**Recommendation:** That Mayor Sweeney present Certificates of Appointment to Laguna Hills High School Student Liaison Ethan Keschner and Alternate Student Liaison Dylan Wu.

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### **Background:**

By action of the City Council on July 27, 1993, the City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between Laguna Hills High School and the City Council. The Laguna Hills High School Parent, Teacher and Student Association (PTSA) chooses two students each year to serve as a Student Liaisons and one student to serve as the Alternate Student Liaison. Ethan Keschner and Dylan Wu both met with the Deputy City Clerk prior to this meeting to administer the Oath of Office. Sophia Kim will receive her certificate of appointment to serve as a Student Liaison at the September 9, 2025, regular meeting.

### **Fiscal Impact:**

There is no fiscal impact associated with the student liaison program.

### **Attachments:**

1. Certificates of Appointment - Student Liaison and Alternate Student Liaison



# CITY OF LAGUNA HILLS

## CERTIFICATE OF APPOINTMENT

*be it known that*

**ETHAN KESCHNER**

*on August 26, 2025, took the  
Oath of Office  
and on this date began serving as the*

**STUDENT LIAISON**

*for the City of Laguna Hills*

**Dated this 26<sup>th</sup> day of August 2025.**

**JOSHUA SWEENEY, MAYOR**





# CITY OF LAGUNA HILLS

## CERTIFICATE OF APPOINTMENT

*be it known that*

**DYLAN WU**

*on August 26, 2025, took the  
Oath of Office  
and on this date began serving as the*

**ALTERNATE STUDENT LIAISON**

*for the City of Laguna Hills*

**Dated this 26<sup>th</sup> day of August 2025.**

**JOSHUA SWEENEY, MAYOR**



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Kayle McDonald, Deputy City Clerk  
**Issue:** Certificate of Recognition- Congressional Gold Medalist Sawyer Ashland

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**Recommendation:** That the City Council congratulate Sawyer Ashland for earning the Congressional Gold Medal Award at the U.S. Capitol, and that Mayor Joshua Sweeney present him with a Certificate of Recognition in honor of this outstanding achievement.

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### **Background:**

In June 2025, the United States Congress recently honored Sawyer Ashland with a gold medal at the U.S. Capitol. He received special recognition from U.S. Senator Adam Schiff for his earning of the award and his outstanding service to the community. U.S. Representative Young Kim honored his achievement with a meeting at her Capitol office to discuss his work in robotics and rocketry. He was honored as a STEM star for these accomplishments in science, technology, engineering and mathematics.

### **Fiscal Impact:**

There is no fiscal impact associated with this item.

### **Attachments:**

1. Certificate of Recognition- Congressional Gold Medalist Sawyer Ashland





# CITY OF LAGUNA HILLS

## CERTIFICATE OF RECOGNITION

### SAWYER ASHLAND

### Congressional Gold Medalist

*WHEREAS, the City of Laguna Hills is proud to recognize outstanding young individuals whose dedication, perseverance, and service exemplify the highest ideals of leadership and citizenship; and*

*WHEREAS, the Congressional Award Gold Medal, first signed into law by President Jimmy Carter and continued under presidents including Barack Obama and Donald J. Trump, represents the highest level of national recognition for young Americans who demonstrate initiative, service, and achievement; and*

*WHEREAS, at just 15 years old, Sawyer Ashland has earned the Congressional Award Gold Medal, the highest honor bestowed by the United States Congress for youth, recognizing initiative, service, and achievement. His accomplishment was officially entered into the Congressional Record and honored on the House floor; and*

*WHEREAS, Sawyer Ashland completed this prestigious award by achieving over 430 hours of public service, 420 hours of personal development, 620 hours of physical fitness, and completing a qualifying expedition—fulfilling the requirements at the youngest possible age, demonstrating exceptional grit, determination, and leadership; and*

*WHEREAS, in addition to over 1,000 lifetime hours of service, Asland Sawyer has made impressive contributions across numerous fields. He founded a robotics club when no opportunity existed, teaching himself and leading a team that placed 13th out of 922 teams nationwide in a rocketry competition; and*

*WHEREAS, Sawyer Ashland dedication to STEM has earned him recognition as a STEM Star, and he was personally honored by U.S. Representative Young Kim during a Capitol meeting and by U.S. Senator Adam Schiff for his service and achievements in robotics and rocketry; and*

*WHEREAS, Sawyer Ashland has also excelled in the arts and athletics, becoming an accomplished jazz baritone saxophonist and bassoonist, while also earning awards in cross country, golf, music, academics, and character. He notably took first place in a region-wide cross-country race, showcasing his commitment to personal growth and excellence; and*

*WHEREAS, Sawyer Asland has said, "The Congressional Award has taught me how to truly become dedicated to myself, and my community and it has helped me develop perseverance and the ability to try my best at everything," reflecting the spirit of civic responsibility and ambition that inspires his peers and community.*

*NOW, THEREFORE, I, Joshua Sweeney, Mayor of the City of Laguna Hills on behalf of the City Council and the residents of our community, do hereby recognize and commend Sawyer Ashland for his remarkable achievements, leadership and contributions to his community and country.*

Dated this 26<sup>th</sup> day of August 2025.

JOSHUA SWEENEY, MAYOR



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Kayle McDonald, Deputy City Clerk  
**Issue:** Proclamation for Hunger Action Month

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**Recommendation:** That the City Council issue a Proclamation declaring September 2025 as "Hunger Action Month" and that Mayor Sweeney present the Proclamation to Second Harvest Director of Government Affairs and Community Relations Malia Carry and Policy & Advocacy Fellow Alejandro Aular.

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### **Background:**

Each September, the Feeding America nationwide network of food banks joins together for Hunger Action Month, an annual national campaign designed to inspire people to take action and raise awareness of hunger in the United States. The City Council is issuing a Proclamation to be presented to Second Harvest Director of Government Affairs and Community Relations Malia Carry and Policy & Advocacy Fellow Alejandro Aular.

### **Fiscal Impact:**

There is no fiscal impact.

### **Attachments:**

1. Proclamation-September 2025 Hunger Action Month





# CITY OF LAGUNA HILLS

## PROCLAMATION

### HUNGER ACTION MONTH

### SEPTEMBER 2025

*WHEREAS, hunger and poverty are issues of vital concern in California, where more than one in five Californians face food insecurity on a daily basis and do not know where their next meal will come from; and*

*WHEREAS, everyone needs nutritious food to thrive, and people are working hard to provide for themselves and their families—yet over 359,000 individuals, including over 86,000 children, here in Orange County are food insecure; and*

*WHEREAS, the City of Laguna Hills is committed to taking steps to combat hunger in every part of our community and to provide additional resources that those in Orange County need; and*

*WHEREAS, in the first half of 2025, Orange County Food Bank and Second Harvest Food Bank collectively recorded an average of 810,996 individual food distribution visits per month from our community members facing food insecurity; and*

*WHEREAS, in the first half of 2025, Orange County Food Bank and Second Harvest Food Bank have collectively distributed 36,709,298 pounds of food through its partner network of food pantries, soup kitchens, shelters, senior centers, schools, colleges, universities, houses of worship, and other community organizations; and*

*WHEREAS, the month of September has been designated "Hunger Action Month" in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action - including volunteering, donating, and advocating - to ensure every community, and everybody in it, has the food they need to thrive; and*

*WHEREAS, food banks and other organizations across the country, including the members of the Orange County Hunger Alliance, will host events throughout the month of September to bring awareness and help end food insecurity in our local community;*

*NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize September 2025 as HUNGER ACTION MONTH in the City of Laguna Hills, and I call this observance to the attention of our citizens.*

*Dated this 26<sup>th</sup> day of August 2025.*

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**JOSHUA SWEENEY, MAYOR**



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Jennifer Lee, City Clerk  
**Issue:** Laguna Terrace Beautification Team's 2025 Plein Air Painting Contest

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**Recommendation:** That the City Council receive a presentation from Commissioner Huggins on the Laguna Terrace Beautification Team's 2025 Plein Air Painting Contest and that Mayor Sweeney present Certificates of Recognition to the winners of the contest.

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### Background:

The Laguna Terrace Beautification Team 2025 Plein Air Painting Contest was held on Saturday, July 19, 2025, with paint-out locations at Laguna Hills Civic Center, Laguna Hills Sports Complex, Nellie Gail Ranch, and San Remo Park. The event was a success and the three winning and six honorable mention paintings were displayed at the Moulton Museum from August 2, 2025, through August 21, 2025. Below is a list of the top three winners:

|                          |                                                                    |
|--------------------------|--------------------------------------------------------------------|
| 1st Place (\$500 prize): | Erich Neubert for his oil painting, Trails End from Laguna Terrace |
| 2nd Place (\$400 prize): | Hyun Kim for her oil painting, Open Hour from Laguna Terrace       |
| 3rd Place (\$300 prize): | Meisha Grichuhin for her oil painting, Morning Lessons             |

### Fiscal Impact:

There is no fiscal impact associated with this item.

**Attachments:**

1. Certificates of Recognition-LTBT 2025 Plein Air Painting Contest Winners





# CITY OF LAGUNA HILLS

## CERTIFICATE OF RECOGNITION

**ERICH NEUBERT**  
**FIRST PLACE**  
**LAGUNA TERRACE BEAUTIFICATION TEAM**  
**PLEIN AIR PAINTING CONTEST**

**July 19, 2025**

*WHEREAS, the City of Laguna Hills recognizes the profound impact of art on the cultural, social, and economic fabric of a community; and*

*WHEREAS, art serves as a powerful vehicle for self-expression, storytelling, and community engagement, fostering empathy, understanding, and unity among residents; and*

*WHEREAS, promoting and supporting the arts in the community contributes to the vitality and well-being of residents, attracts visitors, stimulates economic growth, and fosters a sense of pride and belonging; and*

*WHEREAS, Erich Neubert remarkable talent inspired the community, impressed the judges, and achieved First Place in the Laguna Terrace Beautification Team 2025 Plein Air Painting Contest with his oil painting, Trails End from Laguna Terrace.*

*NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize and extend sincere congratulations to Erich Neubert on this well-deserved honor. May your passion for painting continue to flourish, and may your artwork continue to inspire others for years to come.*

**Dated this 26<sup>th</sup> day of August 2025.**

**JOSHUA SWEENEY, MAYOR**





# CITY OF LAGUNA HILLS

## CERTIFICATE OF RECOGNITION

**HYUN KIM**  
**SECOND PLACE**  
**LAGUNA TERRACE BEAUTIFICATION TEAM**  
**PLEIN AIR PAINTING CONTEST**

**July 19, 2025**

*WHEREAS, the City of Laguna Hills recognizes the profound impact of art on the cultural, social, and economic fabric of a community; and*

*WHEREAS, art serves as a powerful vehicle for self-expression, storytelling, and community engagement, fostering empathy, understanding, and unity among residents; and*

*WHEREAS, promoting and supporting the arts in the community contributes to the vitality and well-being of residents, attracts visitors, stimulates economic growth, and fosters a sense of pride and belonging; and*

*WHEREAS, Hyun Kim remarkable talent inspired the community, impressed the judges, and achieved Second Place in the Laguna Terrace Beautification Team 2025 Plein Air Painting Contest with her oil painting, Open Hour from Laguna Terrace.*

*NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize and extend sincere congratulations to Hyun Kim on this well-deserved honor. May your passion for painting continue to flourish, and may your artwork continue to inspire others for years to come.*

**Dated this 26<sup>th</sup> day of August 2025.**

**JOSHUA SWEENEY, MAYOR**





# CITY OF LAGUNA HILLS

## CERTIFICATE OF RECOGNITION

**MEISHA GRICHUHN**  
**THIRD PLACE**  
**LAGUNA TERRACE BEAUTIFICATION TEAM**  
**PLEIN AIR PAINTING CONTEST**

**July 19, 2025**

*WHEREAS, the City of Laguna Hills recognizes the profound impact of art on the cultural, social, and economic fabric of a community; and*

*WHEREAS, art serves as a powerful vehicle for self-expression, storytelling, and community engagement, fostering empathy, understanding, and unity among residents; and*

*WHEREAS, promoting and supporting the arts in the community contributes to the vitality and well-being of residents, attracts visitors, stimulates economic growth, and fosters a sense of pride and belonging; and*

*WHEREAS, Meisha Grichuhin remarkable talent inspired the community, impressed the judges, and achieved third Place in the Laguna Terrace Beautification Team 2025 Plein Air Painting Contest with her oil painting, Morning Lessons from Laguna Terrace.*

*NOW, THEREFORE, I, Joshua Sweeney, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize and extend sincere congratulations to Meisha Grichuhin on this well-deserved honor. May your passion for painting continue to flourish, and may your artwork continue to inspire others for years to come.*

**Dated this 26<sup>th</sup> day of August 2025.**

**JOSHUA SWEENEY, MAYOR**



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Holland Gannon, Director of Community Services  
**Issue:** Schedule of Future Events

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**Recommendation:** That the Director of Community Services announce the upcoming meetings and events.

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### **Meetings:**

#### **City Council/Planning Agency Regular Meetings**

Tuesday, September 9<sup>th</sup>, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Tuesday, September 23<sup>rd</sup>, 6:00 p.m., Laguna Hills Civic Center Council Chamber

#### **Events, Communication, & Beautification Committee Meeting**

Wednesday, September 10<sup>th</sup>, 11:00 a.m., Laguna Hills Civic Center Admin Conference Room

#### **Traffic Commission Regular Meeting**

Wednesday, September 17<sup>th</sup>, 6:00 p.m., Laguna Hills Civic Center Council Chamber

### **Events:**

#### ***Symphony on the Go!***

Friday, August 29<sup>th</sup>, 6:00 p.m., Cabot Park

#### **Excursion to Getty Villa**

Sunday, September 7<sup>th</sup>, 8:30 a.m. – 6:30 p.m., meet at Laguna Hills Community Center

#### **Excursion to California Science Center & Griffith Observatory**

Friday, September 19<sup>th</sup>, 2:00 p.m. – 10:00 p.m., meet at Laguna Hills Community Center

#### **California Coastal Cleanup Day**

Saturday, September 20<sup>th</sup>, 9:00 a.m. – 12:00 p.m., meet at the Laguna Hills Community Center

### **Attachments:**

1. Event Flyer(s)



CITY OF LAGUNA HILLS

# SUMMER

## Concert Series

July 18 - Radio Royalty

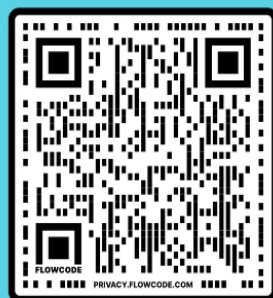
August 1 - Family Style

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





# Excursion to Getty Villa



Partake in an Orientation Tour of the historic Roman villa and gardens J. Paul Getty built on the property and discover the Museum's antiquities collection. The Getty Villa in Malibu houses approximately 44,000 works of art from the Museum's extensive collection of Greek, Roman, and Etruscan antiquities, of which over 1,200 are on view. Bring a sack lunch or purchase from onsite concessions. 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 August 12, 2025**

**Class# 1764**

**9/7 8:30AM-6:30PM Sunday**

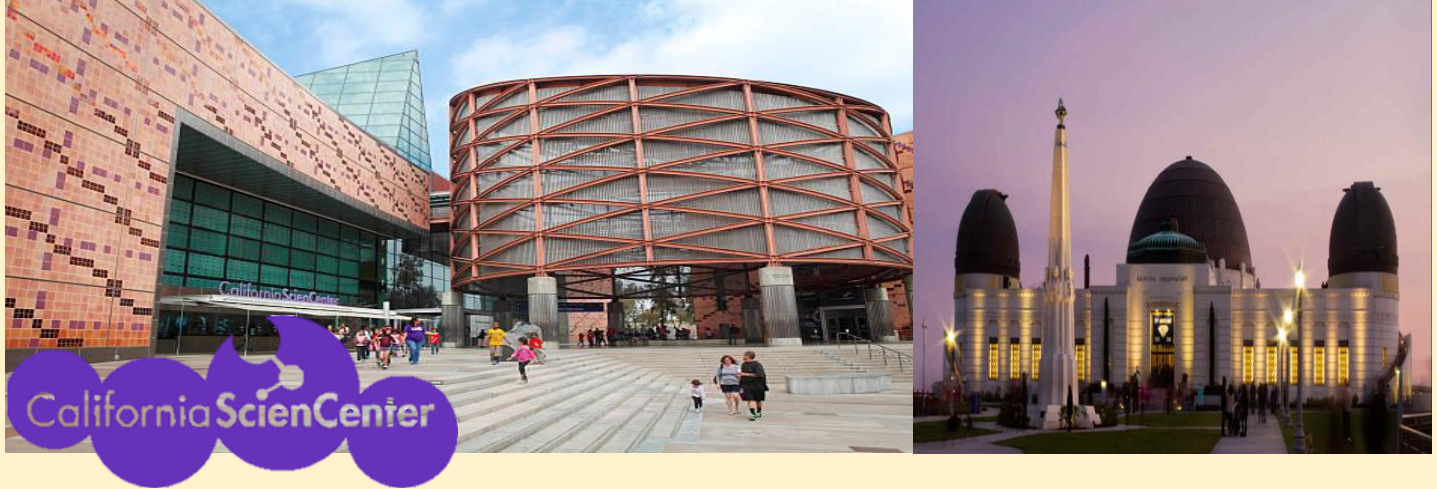
**Fee: Resident \$25, Non-Resident \$30**

Like us on  at [www.facebook.com/lagunahillscscc](https://www.facebook.com/lagunahillscscc)

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

[www.lagunahillsca.gov](http://www.lagunahillsca.gov)

# Excursion to California Science Center & Griffith Observatory



The California Science Center offers fun and informative permanent exhibits, such as NASA's Space Shuttle Endeavour. You'll learn about human inventions and innovations, the life processes of living things and more. **Note:** *If patrons want to see Special Exhibit or movie additional out of pocket fee is required.* Next, visit one of Los Angeles' most iconic and scenic landmarks. Tour the Observatory exhibits on your own and enjoy the sunset. Bring a sack lunch or purchase from onsite concessions. 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 August 12, 2025**

**Class# 1765**

**9/19 2:00PM-10:00PM Friday**

**Fee: Resident \$30, Non-Resident \$35**

Like us on  at [www.facebook.com/lagunahillscscc](https://www.facebook.com/lagunahillscscc)

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

# SAVE THE DATE

**SEPTEMBER 20<sup>TH</sup> 2025**

 **9AM - 12PM** 

California Coastal Cleanup Day is the country's largest annual volunteer event. Each September volunteers remove hundreds of thousands of pounds of trash from the state's beaches, lakes, and waterways.

**CALIFORNIA COASTAL  
CLEANUP DAY**

JOIN THE HUNT FOR CLEANER COASTS  
- AND CAN'T MISS, COVETED PRIZES

**DÍA DE LIMPIEZA  
COSTERA  
DE CALIFORNIA**

ÚNETE A LA CAZA DE BASURA POR UNA COSTA  
MÁS LIMPIA Y NO SE PIERDA DE LOS CODICIADOS

**COASTALCLEANUPDAY.ORG**



**City of Laguna Hills  
City Council / Planning Agency  
Regular Meeting  
Minutes  
Tuesday, July 8, 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 Pro Tempore Caskey

**Pledge of Allegiance:** Mayor Pro Tempore Caskey

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

The City Council congratulated the Laguna Hills Little League Major Division Dodgers for their victory in the 2025 Tournament of Champions for District 55 and Mayor Sweeney presented Certificates of Recognition to the team.

**1.2 Certificate of Recognition-Eagle Scout Luke Friedl**

The City Council congratulated Luke Friedl for earning the rank of Eagle Scout as a member of Troop 700, and Mayor Sweeney presented him with a Certificate of Recognition in honor of this outstanding achievement.

**2. Schedule of Future Events**

**2.1 Schedule of Future Events**

City Clerk Lee announced the upcoming meetings and events.

### 3. Public Comments

There were no public comments on non-agendized items.

### 4. Consent Calendar

A motion to approve the Consent Calendar 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 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**

There were no items removed from the Consent Calendar.

#### **5. Planning Agency**

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

#### **6. City Council Public Hearings**

##### **6.1 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 Resolution No. 2025-07-08-1: "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."

Mayor Sweeney opened the public hearing, and upon seeing no one rise, closed the public hearing.

A motion to approve staff's recommendation was moved by Mayor Sweeney, 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



## **6.2 Proposed Update to City's False Alarm Fee**

**Recommendation:** That the City Council:

1. Conduct a public hearing; and
2. Adopt Resolution No. 2025-07-08-2: "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)"

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

Mayor Sweeney opened the public hearing and, upon seeing no one rise, closed the public hearing.

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. Administrative Reports**

### **7.1 City Manager**

The City Manager provided no administrative reports.

### **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 Resolution No. 2025-07-08-3: “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 Resolution No. 2025-07-08-4: “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”.

City Attorney Simonian City Attorney Simonian provided an oral report summary of the recommendation for final action on the compensation of the Interim City Manager and Assistant City Manager as required per Government Code section 54953.

A motion to approve staff's recommendation was moved by Mayor Pro Tempore Caskey, 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                                                                                   |

### **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.

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

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

A motion to authorize staff to proceed with the work as set forth in the staff report, direct the City Attorney to prepare the necessary contract document with Specialty Mowing Services, Inc., in the amount proposed in the staff report, and authorize the City Manager and/or Interim City Manager to execute the contract document with Specialty Mowing Services, Inc., in a form that is approved as to form by the City Attorney, 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

## **7.4 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.

Community Services Manager Gannon introduced Administrative Assistant Cardenas who reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

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

City Manager Hildenbrand responded to Council Member requests for additional information.

## **7.5 Chief of Police Services**

### **7.5.1 Public Safety Update**

Chief of Police Services, Captain Burk, provided a public safety update report, including a visual presentation, 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**

### **Mayor Pro Tempore Caskey**

Mayor Pro Tempore Caskey requested more diligence on the maintenance of the freeway on/off ramps, specifically at Alicia Parkway.

City Manager Hildenbrand indicated that the on/off ramps are maintained by CalTrans and that staff will provide notification of the Council's concerns to CalTrans.

Mayor Pro Tempore Caskey expressed concerns regarding ongoing maintenance of City-owned buildings and inquired about the possibility of upgrading the buildings through Capital Improvement projects using Bonds.

Assistant City Manager Ames indicated that a new line item was included in the current biennial budget for ongoing facility maintenance in both the Public Works and Community Services departments for the Civic Center and the Community Center buildings.

Council Member Wheeler indicated that he would like to see an amortization report of City-owned buildings and their maintenance needs.

Mayor Pro Tempore Caskey provided special thanks to the City's solid waste contractor, CR&R, for donating a 40-yard roll off bin of mulch to the City for the Oso Parkway landscape project and also donated a similar roll off bin of mulch to the Nellie Gail Ranch Owners Association (NGROA).

Mayor Pro Tempore Caskey addressed outgoing City Manager Hildenbrand, thanking him for the 3 years he served the City of Laguna Hills and wishing him the best in his future endeavors at the City of Orange.

### **Council Member Mathis**

Council Member Mathis addressed outgoing City Manager Hildenbrand, echoing the sentiments of Mayor Pro Tempore Caskey and thanked Assistant City Manager Ames for stepping in as Interim City Manager.

**Mayor Sweeney**

Mayor Sweeney thanked everyone for making the City's 4th of July celebration a success, thanked the military and first responders, as their service is the reason we can celebrate with peace and pride, and gave special thanks to Community Services Director Gannon and Administrative Assistant Cardenas for their work on the event.

Mayor Sweeney addressed outgoing City Manager Hildenbrand, expressing appreciation for his service to the City, and wished him the best in his endeavors moving forward.

**Adjournment**

There being no further business before the City Council at this session, Mayor Sweeney declared the meeting adjourned at 7:46 p.m.

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Jennifer Lee, City Clerk

ATTEST:

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Joshua Sweeney, Mayor

Approved at meeting of August 26, 2025.



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Eric Hendrickson, Finance Director  
**Issue:** Ratification of August 26, 2025 Warrant Register

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**Recommendation:** That the City Council ratify the accompanying Warrant Register for the period from June 27, 2025, to August 14, 2025, in the amount of \$5,126,438.11.

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### **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 27, 2025, to August 14, 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 \$5,126,438.11.

### **Attachments:**

1. Warrant Register - August 26, 2025
2. Payables Detail Report - August 26, 2025



City of Laguna Hills, CA

## Warrant Register - August 26, 2025

By Check Number

Date Range: 06/27/2025 - 08/14/2025

| Check Number          | Vendor Number | Vendor Name                                  | Payment Date | Payment Amount |
|-----------------------|---------------|----------------------------------------------|--------------|----------------|
| Payment Type: Regular |               |                                              |              |                |
| 5338                  | A-0388        | ABTECH TECHNOLOGIES, INC.                    | 07/02/2025   | 9,500.00       |
| 5339                  | A-0310        | ARBOR DAY FOUNDATION                         | 07/02/2025   | 25.00          |
| 5340                  | A-0360        | ARC DOCUMENT SOLUTIONS, LLC                  | 07/02/2025   | 728.98         |
| 5341                  | B-0438        | BC TRAFFIC SPECIALIST                        | 07/02/2025   | 1,147.84       |
| 5342                  | C-1219        | CALIFORNIA JPIA                              | 07/02/2025   | 481,381.00     |
| 5343                  | C-1122        | CROSTOWN ELECTRICAL AND DATA, INC.           | 07/02/2025   | 3,644.70       |
| 5344                  | Z-CS-0382     | CYNTHIA JENKINS                              | 07/02/2025   | 500.00         |
| 5345                  | D-0541        | DIAMOND ENVIRONMENTAL SERVICES, LP           | 07/02/2025   | 2,028.90       |
| 5346                  | D-0583        | DMS FACILITY SERVICES, LLC                   | 07/02/2025   | 2,926.83       |
| 5347                  | D-0561        | DOCU-TRUST                                   | 07/02/2025   | 115.00         |
| 5348                  | E-0504        | EL TORO WATER DISTRICT                       | 07/02/2025   | 17,167.04      |
| 5349                  | H-0934        | HOME DEPOT                                   | 07/02/2025   | 235.97         |
| 5350                  | J-1057        | JAMEY CLARK, INC.                            | 07/02/2025   | 744.00         |
| 5351                  | K-1198        | KNOWBE4, INC.                                | 07/02/2025   | 1,228.50       |
| 5352                  | L-1395        | LIVING INTERIORS                             | 07/02/2025   | 159.00         |
| 5353                  | L-1397        | LYONS SECURITY SERVICE, INC.                 | 07/02/2025   | 525.00         |
| 5354                  | M-1302        | MOULTON NIGUEL WATER DISTRICT                | 07/02/2025   | 19,918.69      |
| 5355                  | M-1495        | MUSCO SPORTS LIGHTING, LLC                   | 07/02/2025   | 1,900.00       |
| 5356                  | Z-CS-0484     | NANCY PIROZZI                                | 07/02/2025   | 500.00         |
| 5357                  | O-1528        | OCTA                                         | 07/02/2025   | 40,791.98      |
| 5358                  | P-1824        | PACKET FUSION, INC.                          | 07/02/2025   | 2,500.00       |
| 5359                  | P-1857        | PAPERFOLDER CO.                              | 07/02/2025   | 13,274.09      |
| 5360                  | Q-1720        | QUICKEL PAVING, INC.                         | 07/02/2025   | 3,295.00       |
| 5361                  | R-1855        | RICHARD FISHER ASSOCIATES                    | 07/02/2025   | 495.00         |
| 5362                  | B-0447        | ROBERT FRANK BROSKI                          | 07/02/2025   | 300.00         |
| 5363                  | S-1902        | SAN DIEGO GAS AND ELECTRIC                   | 07/02/2025   | 37,777.67      |
| 5364                  | S-1904        | SOUTHERN CALIFORNIA EDISON                   | 07/02/2025   | 114.03         |
| 5365                  | S-2299        | SPECIALTY MOWING SERVICES, INC.              | 07/02/2025   | 18,664.80      |
| 5366                  | B-0304        | THE BEE MAN                                  | 07/02/2025   | 390.00         |
| 5367                  | R-1888        | THE RITZ COMPANIES                           | 07/02/2025   | 12,875.48      |
| 5368                  | T-2698        | TPX COMMUNICATIONS                           | 07/02/2025   | 773.22         |
| 5369                  | U-2165        | UNDERGROUND SERVICE ALERT OF SO CALIFORNIA   | 07/02/2025   | 146.20         |
| 5370                  | A-0388        | ABTECH TECHNOLOGIES, INC.                    | 07/11/2025   | 2,604.50       |
| 5371                  | R-1996        | ALFREDO ULYSSES RODRIGUEZ                    | 07/11/2025   | 160.00         |
| 5372                  | A-0311        | ALLIANT INSURANCE SERVICES                   | 07/11/2025   | 4,950.00       |
| 5373                  | Z-CD-0516     | BEN MEDINA                                   | 07/11/2025   | 250.78         |
| 5374                  | B-0461        | BIO-ONE OF ORANGE                            | 07/11/2025   | 1,794.50       |
| 5375                  | B-0460        | BLUETRITON BRANDS INC                        | 07/11/2025   | 107.60         |
| 5376                  | Z-CD-0519     | BRUCE YANG                                   | 07/11/2025   | 4,369.50       |
| 5377                  | C-1068        | CITY OF ALISO VIEJO                          | 07/11/2025   | 1,563.09       |
| 5378                  | C-1191        | COUNTY OF ORANGE                             | 07/11/2025   | 421.42         |
| 5379                  | C-0311        | COUNTY OF ORANGE                             | 07/11/2025   | 6,147.63       |
| 5380                  | Z-CD-0515     | DAVION MAYS                                  | 07/11/2025   | 62.50          |
| 5381                  | D-0578        | DE NOVO PLANNING GROUP                       | 07/11/2025   | 2,765.00       |
| 5382                  | D-0541        | DIAMOND ENVIRONMENTAL SERVICES, LP           | 07/11/2025   | 13,344.70      |
| 5383                  | D-0575        | DOG WASTE DEPOT                              | 07/11/2025   | 708.67         |
| 5384                  | G-0868        | GLASER WEIL FINK HOWARD JORDAN & SHAPIRO LLP | 07/11/2025   | 27,585.00      |
| 5385                  | H-0965        | HARDY & HARPER, INC.                         | 07/11/2025   | 186,396.07     |
| 5386                  | Z-CD-0517     | HECTOR NAJERA                                | 07/11/2025   | 690.00         |
| 5387                  | I-0986        | IRVINE FENCE INC                             | 07/11/2025   | 17,500.00      |
| 5388                  | J-1096        | JABELLE MICU PARAGAS                         | 07/11/2025   | 1,200.00       |
| 5389                  | J-1057        | JAMEY CLARK, INC.                            | 07/11/2025   | 1,329.00       |
| 5390                  | L-1395        | LIVING INTERIORS                             | 07/11/2025   | 159.00         |



## Warrant Register - August 26, 2025

Date Range: 06/27/2025 - 08/14/2025

| Check Number | Vendor Number | Vendor Name                                         | Payment Date | Payment Amount |
|--------------|---------------|-----------------------------------------------------|--------------|----------------|
| 5391         | M-1388        | MOBILE MINI, INC.                                   | 07/11/2025   | 341.83         |
| 5392         | O-1546        | OFFICE SOLUTIONS                                    | 07/11/2025   | 332.18         |
| 5393         | O-1613        | ONTARIO REFRIGERATION SERVICE, INC.                 | 07/11/2025   | 2,556.00       |
| 5394         | O-1610        | ORACLE AMERICA, INC.                                | 07/11/2025   | 127.51         |
| 5395         | O-1599        | ORANGE COUNTY JUMPERS LLC                           | 07/11/2025   | 2,127.00       |
| 5396         | C-1003        | ORANGE COUNTY TREASURER-TAX COLLECTOR               | 07/11/2025   | 4,029.50       |
| 5397         | Q-1717        | QUADIENT FINANCE USA, INC.                          | 07/11/2025   | 3,547.04       |
| 5398         | R-1977        | RJ ELECTRIC                                         | 07/11/2025   | 460.00         |
| 5399         | S-1902        | SAN DIEGO GAS AND ELECTRIC                          | 07/11/2025   | 12,559.22      |
| 5400         | S-2319        | SCA OF CA, LLC                                      | 07/11/2025   | 18,528.37      |
| 5401         | B-0304        | THE BEE MAN                                         | 07/11/2025   | 195.00         |
| 5402         | Z-CD-0285     | THE LOFTCRAFTERS, INC.                              | 07/11/2025   | 100.00         |
| 5403         | Z-CD-0518     | THE ROOF MASTERS                                    | 07/11/2025   | 1,200.00       |
| 5404         | T-2712        | TOTAL SOURCE OFFICEWORKS                            | 07/11/2025   | 142.89         |
| 5405         | V-2224        | VERIZON WIRELESS                                    | 07/11/2025   | 993.13         |
| 5406         | V-2251        | VIZUAL SYMPHONY, INC.                               | 07/11/2025   | 12,780.00      |
| 5407         | A-0392        | AQUATICO                                            | 07/17/2025   | 795.00         |
| 5408         | B-0377        | BIG TOP RENTALS                                     | 07/17/2025   | 4,706.41       |
| 5409         | B-0222        | BILL'S SOUND AND SECURITY                           | 07/17/2025   | 485.00         |
| 5410         | C-1102        | CALIFORNIA BUILDING STANDARDS COMMISSION            | 07/17/2025   | 833.40         |
| 5411         | C-0060        | COUNTY OF ORANGE PF RD FINANCIAL SERVICES           | 07/17/2025   | 889.39         |
| 5412         | D-0578        | DE NOVO PLANNING GROUP                              | 07/17/2025   | 38,449.25      |
| 5413         | D-0453        | DEPARTMENT OF CONSERVATION                          | 07/17/2025   | 1,766.75       |
| 5414         | D-0423        | DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA | 07/17/2025   | 49.20          |
| 5415         | D-0587        | DJE SOUND & LIGHTING, INC                           | 07/17/2025   | 18,723.92      |
| 5416         | D-0583        | DMS FACILITY SERVICES, LLC                          | 07/17/2025   | 832.13         |
| 5417         | D-0523        | DUDEK                                               | 07/17/2025   | 4,136.25       |
| 5418         | F-0729        | FULL TRAFFIC MAINTENANCE, INC.                      | 07/17/2025   | 4,513.65       |
| 5419         | Z-CD-0251     | HOYT ROOFS INC                                      | 07/17/2025   | 540.00         |
| 5420         | I-0942        | IRVINE RANCH WATER DISTRICT                         | 07/17/2025   | 242.22         |
| 5421         | J-1057        | JAMEY CLARK, INC.                                   | 07/17/2025   | 52,766.34      |
| 5422         | Z-CD-0520     | MICHAEL ARMANIOS                                    | 07/17/2025   | 1,027.80       |
| 5423         | M-1302        | MOULTON NIGUEL WATER DISTRICT                       | 07/17/2025   | 9,939.65       |
| 5424         | N-1487        | NUVIS LANDSCAPE ARCHITECTURE                        | 07/17/2025   | 11,627.50      |
| 5425         | O-1568        | OC COUNCIL OF GOVERNMENTS                           | 07/17/2025   | 6,744.60       |
| 5426         | R-1984        | RAYMOND RODRIGUEZ                                   | 07/17/2025   | 3,500.00       |
| 5427         | S-2322        | SAGECREST PLANNING AND ENVIRONMENTAL                | 07/17/2025   | 12,140.00      |
| 5428         | S-1935        | SAN JOAQUIN HILLS TRANSPORT CORRIDOR AGENCY         | 07/17/2025   | 1,123.67       |
| 5429         | S-1911        | SOUTHERN CAL ASSOC OF GOVTS                         | 07/17/2025   | 4,608.00       |
| 5430         | S-1904        | SOUTHERN CALIFORNIA EDISON                          | 07/17/2025   | 19,723.91      |
| 5431         | Z-CD-0285     | THE LOFTCRAFTERS, INC.                              | 07/17/2025   | 100.00         |
| 5432         | T-2714        | TOP ROCK ENTERTAINMENT                              | 07/17/2025   | 4,500.00       |
| 5433         | Z-CD-0521     | TOP ROOFING                                         | 07/17/2025   | 960.00         |
| 5434         | A-0389        | AAMES LOCK                                          | 07/25/2025   | 747.75         |
| 5435         | A-0388        | ABTECH TECHNOLOGIES, INC.                           | 07/25/2025   | 1,898.75       |
| 5436         | A-0392        | AQUATICO                                            | 07/25/2025   | 2,575.00       |
| 5437         | A-0359        | ARDURRA GROUP, INC.                                 | 07/25/2025   | 3,037.50       |
| 5438         | A-0365        | AT&T                                                | 07/25/2025   | 366.00         |
| 5439         | B-0462        | BARNUM STAGE RENTAL, LLC                            | 07/25/2025   | 7,000.00       |
| 5440         | B-0463        | BRAVO PLAYERS GUILD LLC                             | 07/25/2025   | 619.50         |
| 5441         | Z-CS-0508     | CAMERON HUTZLER                                     | 07/25/2025   | 220.00         |
| 5442         | C-1144        | CHARLES ABBOTT ASSOCIATES, INC                      | 07/25/2025   | 25,772.29      |
| 5443         | C-0324        | CITY OF MISSION VIEJO                               | 07/25/2025   | 4,970.63       |
| 5444         | C-1122        | CROSTOWN ELECTRICAL AND DATA, INC.                  | 07/25/2025   | 47,691.75      |
| 5445         | D-0583        | DMS FACILITY SERVICES, LLC                          | 07/25/2025   | 119,340.72     |
| 5446         | E-0504        | EL TORO WATER DISTRICT                              | 07/25/2025   | 21,407.76      |
| 5447         | G-0875        | GARDEN STATE FIREWORKS, INC                         | 07/25/2025   | 47,000.00      |
| 5448         | G-0876        | GET AROUND SOUND                                    | 07/25/2025   | 3,000.00       |
| 5449         | H-0829        | HARTZOG AND CRABILL, INC.                           | 07/25/2025   | 17,044.99      |
| 5450         | H-0960        | HR GREEN PACIFIC, INC.                              | 07/25/2025   | 44,726.75      |
| 5451         | J-1097        | JACOB GREEN & ASSOCIATES, INC                       | 07/25/2025   | 4,950.00       |

## Warrant Register - August 26, 2025

Date Range: 06/27/2025 - 08/14/2025

| Check Number | Vendor Number | Vendor Name                                     | Payment Date | Payment Amount |
|--------------|---------------|-------------------------------------------------|--------------|----------------|
| 5452         | J-1057        | JAMEY CLARK, INC.                               | 07/25/2025   | 2,376.00       |
| 5453         | M-1585        | KAYLE MCDONALD                                  | 07/25/2025   | 214.78         |
| 5454         | M-1486        | MAIN GRAPHICS                                   | 07/25/2025   | 660.78         |
| 5455         | M-1611        | MARK THOMAS & COMPANY, INC.                     | 07/25/2025   | 5,810.75       |
| 5456         | M-1388        | MOBILE MINI, INC.                               | 07/25/2025   | 225.71         |
| 5457         | Z-CS-0509     | MOJGAN EHTESHAMI                                | 07/25/2025   | 500.00         |
| 5458         | O-1617        | OCY MANAGEMENT, LLC                             | 07/25/2025   | 9,458.00       |
| 5459         | P-1856        | PARADISE DRINKING WATER                         | 07/25/2025   | 711.55         |
| 5460         | R-1997        | RADIO ROYALTY                                   | 07/25/2025   | 2,500.00       |
| 5461         | S-1902        | SAN DIEGO GAS AND ELECTRIC                      | 07/25/2025   | 40,168.97      |
| 5462         | S-2331        | SKYLINE PEST CONTROL                            | 07/25/2025   | 360.00         |
| 5463         | S-2330        | SOCALGAS                                        | 07/25/2025   | 99.56          |
| 5464         | S-2323        | SOUTH COAST FAMILY MEDICAL CENTER, INC.         | 07/25/2025   | 170.00         |
| 5465         | S-1944        | SOUTHERN CALIF MUN ATHLETIC FEDERATION          | 07/25/2025   | 1,375.00       |
| 5466         | O-1575        | SOUTHERN CALIFORNIA NEWS GROUP                  | 07/25/2025   | 2,078.94       |
| 5467         | S-1980        | STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE   | 07/25/2025   | 32.00          |
| 5468         | T-2717        | TAIT & ASSOCIATES, INC                          | 07/25/2025   | 577.50         |
| 5469         | B-0304        | THE BEE MAN                                     | 07/25/2025   | 195.00         |
| 5470         | T-2712        | TOTAL SOURCE OFFICEWORKS                        | 07/25/2025   | 1,976.77       |
| 5471         | T-2042        | TRAUMA INTERVENTION PROGRAMS, INC               | 07/25/2025   | 937.50         |
| 5472         | W-2451        | W.G. ZIMMERMAN ENGINEERING, INC.                | 07/25/2025   | 4,082.25       |
| 5473         | R-1801        | WOODRUFF & SMART, A PROFESSIONAL CORPORATION    | 07/25/2025   | 117,733.11     |
| 5474         | W-2452        | WSP USA ENVIRONMENT AND INFRASTRUCTURE INC      | 07/25/2025   | 20,908.80      |
| 5475         | B-0222        | BILL'S SOUND AND SECURITY                       | 07/31/2025   | 65.00          |
| 5476         | C-1219        | CALIFORNIA JPIA                                 | 07/31/2025   | 1,779.00       |
| 5477         | C-1177        | CANON FINANCIAL SERVICES, INC.                  | 07/31/2025   | 1,607.63       |
| 5478         | C-1158        | CREATIVE KIDS PLAYHOUSE CHILDRENS THEATRE OF OC | 07/31/2025   | 10,500.00      |
| 5479         | D-0523        | DUDEK                                           | 07/31/2025   | 15,838.75      |
| 5480         | Z-CS-0511     | EMILY ZEIF                                      | 07/31/2025   | 220.00         |
| 5481         | Z-CS-0510     | ERIKA PARADA                                    | 07/31/2025   | 762.50         |
| 5482         | F-0730        | FLOOR XPERTS CO                                 | 07/31/2025   | 9,511.00       |
| 5483         | J-1057        | JAMEY CLARK, INC.                               | 07/31/2025   | 3,785.25       |
| 5484         | J-1071        | JCTEES.COM CORPORATION                          | 07/31/2025   | 1,929.72       |
| 5485         | W-2454        | JEFF WESSON INC                                 | 07/31/2025   | 35.00          |
| 5486         | L-1390        | LAGUNA TERRACE BEAUTIFICATION TEAM              | 07/31/2025   | 349.52         |
| 5487         | L-1397        | LYONS SECURITY SERVICE, INC.                    | 07/31/2025   | 262.50         |
| 5488         | M-1486        | MAIN GRAPHICS                                   | 07/31/2025   | 120.75         |
| 5489         | M-1609        | MITSUBISHI ELECTRIC US, INC.                    | 07/31/2025   | 618.26         |
| 5490         | M-1388        | MOBILE MINI, INC.                               | 07/31/2025   | 341.83         |
| 5491         | M-1302        | MOULTON NIGUEL WATER DISTRICT                   | 07/31/2025   | 92.69          |
| 5492         | R-1977        | RJ ELECTRIC                                     | 07/31/2025   | 359.00         |
| 5493         | R-1806        | RJM DESIGN GROUP, INC.                          | 07/31/2025   | 7,149.35       |
| 5494         | S-2334        | SEAN TRACY SIMON                                | 07/31/2025   | 35.00          |
| 5495         | S-1904        | SOUTHERN CALIFORNIA EDISON                      | 07/31/2025   | 104.08         |
| 5496         | T-2698        | TPX COMMUNICATIONS                              | 07/31/2025   | 766.26         |
| 5497         | A-0388        | ABTECH TECHNOLOGIES, INC.                       | 08/08/2025   | 8,400.00       |
| 5498         | A-0360        | ARC DOCUMENT SOLUTIONS, LLC                     | 08/08/2025   | 88.29          |
| 5499         | B-0460        | BLUETRITON BRANDS INC                           | 08/08/2025   | 51.62          |
| 5500         | B-0458        | BRIGHTVIEW LANDSCAPE SERVICES, INC              | 08/08/2025   | 6,048.00       |
| 5501         | C-1230        | CITY OF BREA                                    | 08/08/2025   | 1,000.00       |
| 5502         | C-0324        | CITY OF MISSION VIEJO                           | 08/08/2025   | 92,801.83      |
| 5503         | C-1021        | CIVIC SOLUTIONS, INC.                           | 08/08/2025   | 12,560.50      |
| 5504         | C-1096        | CODE PUBLISHING COMPANY, INC.                   | 08/08/2025   | 122.50         |
| 5505         | W-2362        | CRAIG WATKINS                                   | 08/08/2025   | 120.00         |
| 5506         | C-1122        | CROSTOWN ELECTRICAL AND DATA, INC.              | 08/08/2025   | 3,644.70       |
| 5507         | D-0583        | DMS FACILITY SERVICES, LLC                      | 08/08/2025   | 101,390.00     |
| 5508         | D-0561        | DOCU-TRUST                                      | 08/08/2025   | 162.22         |
| 5509         | J-1057        | JAMEY CLARK, INC.                               | 08/08/2025   | 5,739.00       |
| 5510         | L-1395        | LIVING INTERIORS                                | 08/08/2025   | 159.00         |
| 5511         | L-1397        | LYONS SECURITY SERVICE, INC.                    | 08/08/2025   | 4,050.00       |
| 5512         | M-1388        | MOBILE MINI, INC.                               | 08/08/2025   | 300.77         |

**Warrant Register - August 26, 2025**

| Check Number | Vendor Number | Vendor Name                                      |
|--------------|---------------|--------------------------------------------------|
| 5513         | M-1302        | MOULTON NIGUEL WATER DISTRICT                    |
| 5514         | N-1487        | NUVIS LANDSCAPE ARCHITECTURE                     |
| 5515         | Z-CD-0522     | OC POOLS AND SPAS                                |
| 5516         | P-1779        | PUBLIC STORAGE                                   |
| 5517         | Q-1717        | QUADIENT FINANCE USA, INC.                       |
| 5518         | Q-1716        | QUADIENT LEASING USA, INC.                       |
| 5519         | R-1977        | RJ ELECTRIC                                      |
| 5520         | Z-CD-0523     | ROBERT MARTINEZ                                  |
| 5521         | S-2322        | SAGECREST PLANNING AND ENVIRONMENTAL             |
| 5522         | S-1902        | SAN DIEGO GAS AND ELECTRIC                       |
| 5523         | O-1575        | SOUTHERN CALIFORNIA NEWS GROUP                   |
| 5524         | S-2198        | STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS |
| 5525         | B-0304        | THE BEE MAN                                      |
| 5526         | T-2712        | TOTAL SOURCE OFFICEWORKS                         |
| 5527         | U-2172        | ULINE, INC.                                      |
| 5528         | V-2224        | VERIZON WIRELESS                                 |
| 5529         | W-2337        | WEST COAST ARBORISTS, INC.                       |

**Date Range: 06/27/2025 - 08/14/2025**

| Payment Date          | Payment Amount      |
|-----------------------|---------------------|
| 08/08/2025            | 24,099.65           |
| 08/08/2025            | 4,537.50            |
| 08/08/2025            | 500.00              |
| 08/08/2025            | 11,136.00           |
| 08/08/2025            | 1,005.47            |
| 08/08/2025            | 530.22              |
| 08/08/2025            | 2,590.00            |
| 08/08/2025            | 780.00              |
| 08/08/2025            | 9,490.00            |
| 08/08/2025            | 12,556.41           |
| 08/08/2025            | 2,095.47            |
| 08/08/2025            | 350.00              |
| 08/08/2025            | 175.00              |
| 08/08/2025            | 675.11              |
| 08/08/2025            | 1,866.54            |
| 08/08/2025            | 958.24              |
| 08/08/2025            | 28,463.62           |
| <b>Total Regular:</b> | <b>2,175,829.70</b> |

Warrant Register - August 26, 2025

Date Range: 06/27/2025 - 08/14/2025

| Check Number                    | Vendor Number | Vendor Name                                               | Payment Date | Payment Amount      |
|---------------------------------|---------------|-----------------------------------------------------------|--------------|---------------------|
| <b>Payment Type: Bank Draft</b> |               |                                                           |              |                     |
| DFT0003155                      | H-0966        | HIGH LEVEL SECURITY SOLUTIONS, INC.                       | 07/03/2025   | 7,224.00            |
| DFT0003163                      | C-1007        | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR | 07/18/2025   | 867,213.00          |
| DFT0003164                      | C-1007        | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR | 07/24/2025   | 1,009,219.12        |
| DFT0003169                      | H-0966        | HIGH LEVEL SECURITY SOLUTIONS, INC.                       | 07/17/2025   | 7,987.13            |
| DFT0003173                      | H-0966        | HIGH LEVEL SECURITY SOLUTIONS, INC.                       | 07/31/2025   | 7,308.00            |
| DFT0003180                      | C-1007        | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR | 07/31/2025   | 10,828.12           |
| DFT0003184                      | C-1007        | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR | 08/07/2025   | 1,009,219.12        |
| DFT0003186                      | U-2170        | US BANK CORPORATE PAYMENT SYSTEMS                         | 07/16/2025   | 31,609.92           |
| <b>Total Bank Draft:</b>        |               |                                                           |              | <b>2,950,608.41</b> |

Bank Code 1 - General Summary

|                | Payable    | Payment    |             |                     |
|----------------|------------|------------|-------------|---------------------|
| Payment Type   | Count      | Count      | Discount    | Payment             |
| Regular Checks | 308        | 192        | 0.00        | 2,175,829.70        |
| Manual Checks  | 0          | 0          | 0.00        | 0.00                |
| Voided Checks  | 0          | 0          | 0.00        | 0.00                |
| Bank Drafts    | 34         | 8          | 0.00        | 2,950,608.41        |
| EFT's          | 0          | 0          | 0.00        | 0.00                |
|                | <b>342</b> | <b>200</b> | <b>0.00</b> | <b>5,126,438.11</b> |



All Bank Codes Check Summary

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount | Payment      |
|----------------|------------------|------------------|----------|--------------|
| Regular Checks | 308              | 192              | 0.00     | 2,175,829.70 |
| Manual Checks  | 0                | 0                | 0.00     | 0.00         |
| Voided Checks  | 0                | 0                | 0.00     | 0.00         |
| Bank Drafts    | 34               | 8                | 0.00     | 2,950,608.41 |
| EFT's          | 0                | 0                | 0.00     | 0.00         |
|                | 342              | 200              | 0.00     | 5,126,438.11 |

Fund Summary

| Fund | Name                      | Period | Amount       |
|------|---------------------------|--------|--------------|
| 998  | Pooled Cash & Investments | 7/2025 | 3,778,771.33 |
| 998  | Pooled Cash & Investments | 8/2025 | 1,347,666.78 |
|      |                           |        | 5,126,438.11 |



City of Laguna Hills, CA

# Payables Detail Report

By Fund

Payment Dates 06/27/2025 - 08/14/2025

| Payment Date                    | Vendor Name                         | Payable Number          | Description (Item)                                | Account Number | Amount      |
|---------------------------------|-------------------------------------|-------------------------|---------------------------------------------------|----------------|-------------|
| <b>Fund: 100 - General Fund</b> |                                     |                         |                                                   |                |             |
| 07/02/2025                      | DIAMOND ENVIRONMENTAL SERVICES, LP  | 0006290465              | July 4th Restrooms, Jul '25                       | 100-310-695508 | 2,028.90    |
| 07/02/2025                      | DOCU-TRUST                          | 0056241                 | Offsite Data Storage, Jul '25                     | 100-155-700030 | 115.00      |
| 07/02/2025                      | ARBOR DAY FOUNDATION                | 060525                  | Membership, Public Works, FY 25/26                | 100-355-610000 | 25.00       |
| 07/02/2025                      | MOULTON NIGUEL WATER DISTRICT       | 061225                  | Utilities - Water, 5/13/25 - 6/9/25               | 100-310-635100 | 706.60      |
| 07/02/2025                      | MOULTON NIGUEL WATER DISTRICT       | 061225                  | Utilities - Water, 5/13/25 - 6/9/25               | 100-355-635000 | 19,212.09   |
| 07/02/2025                      | SAN DIEGO GAS AND ELECTRIC          | 061625                  | Utilities - Electric, 4/9/25 - 5/31/25            | 100-310-631100 | 10,686.54   |
| 07/02/2025                      | SAN DIEGO GAS AND ELECTRIC          | 061625                  | Utilities - Electric, 4/9/25 - 5/31/25            | 100-355-631000 | 10,523.52   |
| 07/02/2025                      | SAN DIEGO GAS AND ELECTRIC          | 061625                  | Utilities - Electric, 4/9/25 - 5/31/25            | 100-356-631400 | 15,829.38   |
| 07/02/2025                      | SAN DIEGO GAS AND ELECTRIC          | 061625                  | Utilities - Electric, 5/1/25 - 5/31/25            | 100-356-631900 | 738.23      |
| 07/02/2025                      | SOUTHERN CALIFORNIA EDISON          | 062025 - Acct #70007600 | Utilities - Electric, 5/1/25 - 6/19/25            | 100-356-631400 | 114.03      |
| 07/02/2025                      | EL TORO WATER DISTRICT              | 063025                  | Water Usage, Public Works, May '25                | 100-355-635000 | 17,167.04   |
| 07/02/2025                      | ROBERT FRANK BROSKI                 | 070125                  | Program Expense, 4th of July Event                | 100-310-695508 | 300.00      |
| 07/02/2025                      | BC TRAFFIC SPECIALIST               | 085241                  | Custom Signage, CIP #104, Jun '25                 | 100-000-790600 | 1,147.84    |
| 07/02/2025                      | ARC DOCUMENT SOLUTIONS, LLC         | 12846134                | Printing Services, Public Works, Jun              | 100-355-623000 | 728.98      |
| 07/02/2025                      | QUICKEL PAVING, INC.                | 128907                  | Park Repairs, Public Works, Jun '25               | 100-355-720701 | 3,295.00    |
| 07/02/2025                      | THE BEE MAN                         | 134152                  | Bee Removal, Apr '25                              | 100-355-720701 | 195.00      |
| 07/02/2025                      | THE BEE MAN                         | 134209                  | Bee Removal, May '25                              | 100-355-720701 | 195.00      |
| 07/02/2025                      | TPX COMMUNICATIONS                  | 186077227-0             | Communications Expense, 6/23/25 - 7/22/25         | 100-195-630000 | 773.22      |
| 07/02/2025                      | SPECIALTY MOWING SERVICES, INC.     | 2027                    | Weed Abatement, La Paz Rd, Jun '25                | 100-355-720730 | 18,664.80   |
| 07/02/2025                      | THE RITZ COMPANIES                  | 225773                  | Janitorial Services, Jun '25                      | 100-310-721505 | 12,875.48   |
| 07/02/2025                      | LYONS SECURITY SERVICE, INC.        | 39179                   | Event Security, Permit #3639,                     | 100-310-690501 | 525.00      |
| 07/02/2025                      | CROSSTOWN ELECTRICAL AND DATA, INC. | 4296-25-006             | Traffic Signal Maintenance, Jun '25               | 100-356-720420 | 3,644.70    |
| 07/02/2025                      | MUSCO SPORTS LIGHTING, LLC          | 439980                  | Lighting - Control Link Service Fees, FY 25/26    | 100-195-700090 | 1,900.00    |
| 07/02/2025                      | PAPERFOLDER CO.                     | 49225                   | Intimus TSI-45 Folder/Envelope Inserter           | 100-355-910000 | 13,274.09   |
| 07/02/2025                      | JAMEY CLARK, INC.                   | 76531                   | Graffiti Removal, Public Works, Jun               | 100-355-720500 | 744.00      |
| 07/02/2025                      | NANCY PIROZZI                       | 89708487                | Refund, Facility Deposit, R #71305491             | 100-000-222000 | 500.00      |
| 07/02/2025                      | CYNTHIA JENKINS                     | 89760363                | Refund, Facility Deposit, R #80875554             | 100-000-222000 | 500.00      |
| 07/02/2025                      | OCTA                                | AR146959                | Annual License AGR-OC-258, FY                     | 100-355-700250 | 3,444.00    |
| 07/02/2025                      | KNOWBE4, INC.                       | INV383563               | Security Awareness Training, 5/13/25 - 6/30/25    | 100-195-720050 | 153.56      |
| 07/02/2025                      | KNOWBE4, INC.                       | INV383563 (2)           | Security Awareness Training, 7/1/25 - 5/12/26     | 100-195-700090 | 1,074.94    |
| 07/02/2025                      | PACKET FUSION, INC.                 | PB17216                 | Shoretel Partner Support, FY 25/26                | 100-195-646000 | 2,500.00    |
| 07/02/2025                      | CALIFORNIA JPIA                     | PRIM-00053              | Excess Pool Distribution, Liability/Workers' Comp | 100-000-459000 | (25,930.00) |
| 07/02/2025                      | CALIFORNIA JPIA                     | PRIM-00053              | Liability & Workers' Comp Programs, FY 25/26      | 100-195-690300 | 278,545.00  |
| 07/02/2025                      | CALIFORNIA JPIA                     | PROP00113               | All Risk Property Insurance Program, FY 25/26     | 100-195-690300 | 228,766.00  |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003161              | Landscape Services, Jun '25                       | 100-355-720700 | 292.49      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003162              | Landscape Services, Jun '25                       | 100-355-720700 | 184.80      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003163              | Landscape Services, Jun '25                       | 100-355-720700 | 349.15      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003164              | Landscape Services, Jun '25                       | 100-355-720700 | 349.15      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003165              | Landscape Services, Jun '25                       | 100-355-720700 | 312.13      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003166              | Landscape Services, Jun '25                       | 100-355-720700 | 126.77      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003167              | Landscape Services, Jun '25                       | 100-355-720700 | 158.80      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003168              | Landscape Services, Jun '25                       | 100-355-720700 | 292.49      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003169              | Landscape Services, Jun '25                       | 100-355-720700 | 45.10       |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003170              | Landscape Services, Jun '25                       | 100-355-720700 | 682.91      |
| 07/02/2025                      | DMS FACILITY SERVICES, LLC          | STL-003171              | Landscape Services, Jun '25                       | 100-355-720700 | 133.04      |

**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date | Vendor Name                                  | Payable Number | Description (Item)                                | Account Number | Amount    |
|--------------|----------------------------------------------|----------------|---------------------------------------------------|----------------|-----------|
| 07/02/2025   | LIVING INTERIORS                             | T88649         | Interior Plantscape Services, Jul '25             | 100-310-645500 | 159.00    |
| 07/02/2025   | ABTECH TECHNOLOGIES, INC.                    | W206126-IN     | Managed IT Services, Jul '25                      | 100-195-700090 | 9,500.00  |
| 07/02/2025   | HOME DEPOT                                   | WN17586461     | Storage Shelf, May '25                            | 100-310-910500 | 235.97    |
| 07/03/2025   | HIGH LEVEL SECURITY SOLUTIONS, INC.          | 5949           | Private Security Patrol, 6/16/25 - 6/29/25        | 100-420-720850 | 7,224.00  |
| 07/11/2025   | JABELLE MICU PARAGAS                         | 0002           | Community Center Map, Jun '25                     | 100-310-624500 | 1,200.00  |
| 07/11/2025   | DIAMOND ENVIRONMENTAL SERVICES, LP           | 0006153870     | Memorial Day Race Restrooms, May '25              | 100-310-695507 | 13,344.70 |
| 07/11/2025   | BLUETRITON BRANDS INC                        | 05F8710008221  | Operating Supplies, Comm Ctr, 5/30/25 - 6/13/25   | 100-310-622005 | 107.60    |
| 07/11/2025   | QUADIENT FINANCE USA, INC.                   | 062625         | Postage Replenishment, Jun '25                    | 100-195-625000 | 3,547.04  |
| 07/11/2025   | SAN DIEGO GAS AND ELECTRIC                   | 063025         | Utilities - Electric, 6/1/25 - 6/30/25            | 100-356-631400 | 12,559.22 |
| 07/11/2025   | ALFREDO ULYSSES RODRIGUEZ                    | 071025         | Auto Detailing, 2023 Ford F-150 Hybrid, Jul '25   | 100-225-646100 | 160.00    |
| 07/11/2025   | ORACLE AMERICA, INC.                         | 102014162      | Offsite Storage, Jun '25                          | 100-195-720050 | 127.51    |
| 07/11/2025   | THE BEE MAN                                  | 134961         | Bee Removal, Jun '25                              | 100-355-720701 | 195.00    |
| 07/11/2025   | VIZUAL SYMPHONY, INC.                        | 14344          | Audio Visual Maint Agreement, 7/1/25 - 6/30/26    | 100-195-700090 | 12,780.00 |
| 07/11/2025   | CITY OF ALISO VIEJO                          | 2025-1446      | Cost Share, Dairy Fork, FY 24/25                  | 100-355-696000 | 1,563.09  |
| 07/11/2025   | ABTECH TECHNOLOGIES, INC.                    | 2507005-IN     | Datto SaaS Protection, 6/1/25 - 6/30/25           | 100-195-700090 | 139.75    |
| 07/11/2025   | ABTECH TECHNOLOGIES, INC.                    | 2507005-IN (2) | Datto SaaS Protection, 7/1/25 - 5/31/26           | 100-195-700090 | 1,537.25  |
| 07/11/2025   | GLASER WEIL FINK HOWARD JORDAN & SHAPIRO LLP | 307989         | Professional Services Legal, Jun '25              | 100-155-700011 | 27,585.00 |
| 07/11/2025   | ALLIANT INSURANCE SERVICES                   | 3145633        | Crime Insurance Premium, FY 25/26                 | 100-195-690300 | 4,950.00  |
| 07/11/2025   | TOTAL SOURCE OFFICEWORKS                     | 39427          | Operating Supplies, Jul '25                       | 100-195-622000 | 142.89    |
| 07/11/2025   | DE NOVO PLANNING GROUP                       | 4771           | Hazard Mitigation Plan, Jun '25                   | 100-355-700300 | 2,765.00  |
| 07/11/2025   | VERIZON WIRELESS                             | 6116953948     | Communications Expense, 5/26/25 - 6/25/25         | 100-195-630000 | 993.13    |
| 07/11/2025   | RJ ELECTRIC                                  | 63985          | Park Repairs, Public Works, Jun '25               | 100-355-720701 | 460.00    |
| 07/11/2025   | JAMEY CLARK, INC.                            | 76542          | Graffiti Removal, Public Works, Jun '25           | 100-355-720500 | 744.00    |
| 07/11/2025   | JAMEY CLARK, INC.                            | 76552          | Graffiti Removal, Public Works, Jun '25           | 100-355-720500 | 585.00    |
| 07/11/2025   | DOG WASTE DEPOT                              | 772136         | Operating Supplies, Jul '25                       | 100-355-622000 | 708.67    |
| 07/11/2025   | MOBILE MINI, INC.                            | 9023983484     | Storage Rental, Community Center, 6/19/25-6/30/25 | 100-310-641000 | 146.50    |
| 07/11/2025   | MOBILE MINI, INC.                            | 9023983484 (2) | Storage Rental, Community Center, 7/1/25-7/16/25  | 100-310-641000 | 195.33    |
| 07/11/2025   | ORANGE COUNTY JUMPERS LLC                    | 90742          | July 4th Bounce Houses, FY 25/26                  | 100-310-695508 | 2,127.00  |
| 07/11/2025   | BRUCE YANG                                   | BLDC-0017-2025 | BLDC-0017-2025, C&D Refund, REC-014715-2025       | 100-000-227001 | 4,369.50  |
| 07/11/2025   | HECTOR NAJERA                                | BLDR-0039-2025 | BLDR-0039-2025, C&D Refund, REC-014348-2025       | 100-000-227001 | 690.00    |
| 07/11/2025   | THE LOFTCRAFTERS, INC.                       | BLDR-0041-2025 | BLDR-0041-2025, C&D Refund, REC-014380-2025       | 100-000-227001 | 100.00    |
| 07/11/2025   | THE ROOF MASTERS                             | BLDR-0117-2025 | BLDR-0117-2025, C&D Refund, REC-014692-2025       | 100-000-227001 | 1,200.00  |
| 07/11/2025   | DAVION MAYS                                  | BLDR-0186-2025 | BLDR-0186-2025, Permit Cancel, REC-015011-2025    | 100-000-442005 | 62.50     |
| 07/11/2025   | ONTARIO REFRIGERATION SERVICE, INC.          | CM48433M       | HVAC Maintenance, 3/1/25 - 5/31/25                | 100-310-645500 | 2,556.00  |
| 07/11/2025   | COUNTY OF ORANGE                             | GA25260014     | LH Share, LAFCO, FY 25/26                         | 100-155-610004 | 6,147.63  |
| 07/11/2025   | OFFICE SOLUTIONS                             | I-02324285     | Operating Supplies, Jul '25                       | 100-195-622000 | 332.18    |
| 07/11/2025   | BIO-ONE OF ORANGE                            | I3021387       | Biohazard Cleanup, 5/11/25                        | 100-420-622400 | 970.00    |
| 07/11/2025   | BIO-ONE OF ORANGE                            | I3021402       | Biohazard Cleanup, 5/25/25                        | 100-420-622400 | 824.50    |
| 07/11/2025   | ORANGE COUNTY TREASURER-TAX COLLECTOR        | JUN 25         | Parking Fee Surcharge, Jun '25                    | 100-420-720823 | 4,029.50  |
| 07/11/2025   | BEN MEDINA                                   | MECR-0018-2025 | MECR-0018-2025, Permit Cancel, REC-014372-2025    | 100-000-221011 | 1.00      |
| 07/11/2025   | BEN MEDINA                                   | MECR-0018-2025 | MECR-0018-2025, Permit Cancel, REC-014372-2025    | 100-000-442000 | 249.78    |
| 07/11/2025   | ABTECH TECHNOLOGIES, INC.                    | SS20020-IN     | Overage Charge, Jun '25                           | 100-195-700090 | 927.50    |

## Payables Detail Report

Payment Dates: 06/27/2025 - 08/14/2025

| Payment Date | Vendor Name                       | Payable Number          | Description (Item)                       | Account Number | Amount   |
|--------------|-----------------------------------|-------------------------|------------------------------------------|----------------|----------|
| 07/11/2025   | COUNTY OF ORANGE                  | STTM003094              | Communications Charges, 5/1/25 - 5/31/25 | 100-420-646000 | 421.42   |
| 07/11/2025   | LIVING INTERIORS                  | T88538                  | Interior Plantscape Services, May '25    | 100-310-645500 | 159.00   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Juuno.co Subscription, 6/14/25 - 7/14/25 | 100-310-610000 | 5.00     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Dutch Bros                               | 100-310-624500 | 15.64    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Smart & Final                            | 100-310-695500 | 35.17    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Paper Depot                              | 100-310-695500 | 745.20   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Orange County Fire Authority             | 100-310-695507 | 868.20   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Chaupain Bakery                          | 100-310-622000 | 32.83    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Target, Supplies for Various Events      | 100-310-695500 | 64.59    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | OC Fun Events                            | 100-310-695508 | 2,000.00 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Costco                                   | 100-310-695508 | 260.34   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Pizza Hut                                | 100-310-695508 | 304.89   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (0629) 07.07.25 | Elevate Balloon Bar                      | 100-310-695508 | 322.17   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2811) 07.07.25 | Rocket 676                               | 100-225-613100 | 144.00   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2811) 07.07.25 | Intelius                                 | 100-225-626000 | 24.86    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2811) 07.07.25 | Intelius                                 | 100-225-610000 | 4.99     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2811) 07.07.25 | Intelius                                 | 100-225-610000 | 4.99     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2811) 07.07.25 | 76 - Apro LLC                            | 100-225-646100 | 139.30   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695503 | 332.59   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Ralphs                                   | 100-310-695503 | 5.27     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695503 | 13.96    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Stater Bros                              | 100-310-695503 | 43.11    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695503 | (92.88)  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695503 | 69.05    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695503 | 185.76   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Panda Express                            | 100-310-695503 | 59.69    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695503 | 1,491.95 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | ChatGPT, 7/3/25 - 8/3/25                 | 100-155-610000 | 20.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695500 | 86.68    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (2829) 07.07.25 | Home Depot                               | 100-310-695500 | 145.76   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25 | Devil Mountain Wholesale                 | 100-310-695511 | 4,251.38 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25 | Home Depot                               | 100-310-695511 | 72.51    |

**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date | Vendor Name                       | Payable Number            | Description (Item)                  | Account Number | Amount   |
|--------------|-----------------------------------|---------------------------|-------------------------------------|----------------|----------|
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25   | 76 Apro LLC                         | 100-355-613100 | 132.39   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25   | Smartlink                           | 100-355-720700 | 480.00   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25   | Imperial Sprinkler                  | 100-355-720700 | 72.48    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25   | Big 5 Sporting Goods                | 100-355-720701 | 11.84    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25 - | Amato Tire                          | 100-355-646100 | 340.15   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3165) 07.07.25 - | Smartlink                           | 100-355-720700 | 60.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3405) 07.07.25   | ChatGPT, 6/18/25 - 6/30/25          | 100-155-626000 | 10.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (3405) 07.07.25 - | ChatGPT, 7/1/25 - 7/18/25           | 100-155-610000 | 10.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | Villa Roma                          | 100-155-622000 | 439.51   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | Amazon                              | 100-155-622000 | 127.64   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | Amazon                              | 100-155-622000 | 94.54    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | BJ's Restaurants                    | 100-155-622000 | 72.15    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | Amazon                              | 100-155-622000 | 66.44    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | Amazon                              | 100-155-622000 | 61.69    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | Amazon                              | 100-155-622000 | 50.63    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25   | Amazon                              | 100-155-622000 | 21.52    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25 - | ChatGPT, 6/23/25 - 7/23/25          | 100-155-610000 | 20.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25 - | Amazon                              | 100-155-622000 | 94.69    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25 - | Constant Contact, FY 25/26          | 100-155-695000 | 1,257.15 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25 - | GovernmentJobs.com                  | 100-195-617000 | 199.00   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (4849) 07.07.25 - | Amazon                              | 100-195-622000 | 8.61     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5166) 07.07.25   | ChatGPT, Jun '25                    | 100-155-626000 | 20.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5166) 07.07.25   | Microsoft 365, 6/6/25 - 7/5/25      | 100-195-940000 | 6.00     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5166) 07.07.25   | ChargePoint                         | 100-355-622000 | 8.00     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5166) 07.07.25   | Ephonamation.com, 5/29/25 - 6/30/25 | 100-355-630000 | 393.98   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5166) 07.07.25 - | ChatGPT, Jul '25                    | 100-155-610000 | 20.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5166) 07.07.25 - | Microsoft 365, 7/6/25 - 8/5/25      | 100-195-700090 | 6.00     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5166) 07.07.25 - | Ephonamation.com, 6/26/25 - 7/23/25 | 100-355-630000 | 148.84   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Arco                                | 100-310-613100 | 37.52    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Subway                              | 100-310-622005 | 143.76   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | In-N-Out                            | 100-310-622005 | 130.32   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Best Buy                            | 100-310-622005 | 86.19    |



**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date | Vendor Name                       | Payable Number            | Description (Item)         | Account Number | Amount   |
|--------------|-----------------------------------|---------------------------|----------------------------|----------------|----------|
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Pizza Hut                  | 100-310-622005 | 51.68    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Ralphs                     | 100-310-622005 | 18.30    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Surfin Donuts Coffee House | 100-310-622005 | 28.70    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Smart & Final              | 100-310-695500 | 69.45    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Smart & Final              | 100-310-695500 | (55.97)  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Walmart                    | 100-310-695500 | 45.27    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Dunkin                     | 100-310-695511 | 62.09    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Ralphs                     | 100-310-695511 | 11.07    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (5958) 07.07.25   | Best Buy, TV for Lobby     | 100-310-910500 | 484.86   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6171) 07.07.25   | Fairfield Inn & Suites     | 100-155-612000 | 0.01     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25   | Ralphs                     | 100-310-622005 | 17.98    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25   | Costco                     | 100-310-622005 | 42.88    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25   | Kinney's Keys              | 100-310-622005 | 190.44   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25   | Dick's Sporting Goods      | 100-310-622502 | 1,163.44 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25   | Laguna Hills Launderland   | 100-310-622502 | 10.30    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25   | GillPorter.com             | 100-310-622502 | 73.45    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25   | Dick's Sporting Goods      | 100-310-622502 | 125.45   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (6615) 07.07.25 - | Hobby Lobby                | 100-310-695508 | 12.81    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (7241) 07.07.25   | Best Buy                   | 100-195-621000 | 159.45   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (7241) 07.07.25   | Harbor Freight Tools       | 100-355-720401 | 8.61     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (7241) 07.07.25   | Home Depot                 | 100-355-720401 | 43.50    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (7241) 07.07.25   | Autozone                   | 100-355-720401 | 125.90   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (7241) 07.07.25   | Home Depot                 | 100-355-720401 | 21.52    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (7241) 07.07.25 - | Shell Oil                  | 100-355-646100 | 8.00     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (7241) 07.07.25 - | Shell Oil                  | 100-355-646100 | 138.00   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Exxon Circle K             | 100-310-613100 | 49.99    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Exxon Circle K             | 100-310-613100 | 95.73    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Exxon Circle K             | 100-310-613100 | 100.34   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Exxon Circle K             | 100-310-613100 | 47.16    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                     | 100-310-620500 | 8.57     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                     | 100-310-620500 | 22.62    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                     | 100-310-620500 | 64.49    |

**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date | Vendor Name                       | Payable Number            | Description (Item)               | Account Number | Amount |
|--------------|-----------------------------------|---------------------------|----------------------------------|----------------|--------|
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695500 | 15.21  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Bass Pro Store                   | 100-310-695500 | 117.36 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Smart & Final                    | 100-310-695500 | 256.01 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Ralphs                           | 100-310-695500 | 5.06   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Smart & Final                    | 100-310-695500 | 78.05  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695500 | 57.08  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695500 | 53.82  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695500 | 191.62 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Custompatch                      | 100-310-695500 | 203.60 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695503 | 37.13  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695503 | 458.41 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695503 | 50.07  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | 22nd DAA SD Fair Tickets         | 100-310-695505 | 22.00  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | St. Spyridon Church              | 100-310-695505 | 35.00  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Newport Dunes                    | 100-310-695505 | 20.00  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | 22nd DAA SD Fair Tickets         | 100-310-695505 | 118.00 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | SD Museum of Art                 | 100-310-695505 | 105.00 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695508 | 122.30 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695508 | 683.37 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695508 | 22.62  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25   | Amazon                           | 100-310-695508 | 32.30  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Zoom.com Subscription, 6/16/25 - | 100-195-700090 | 299.80 |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | 6/16/26 Amazon                   | 100-310-622000 | 13.98  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Amazon                           | 100-310-622000 | 19.20  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Exxon Circle K                   | 100-310-646100 | 56.86  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Parking Concepts                 | 100-310-695500 | 22.00  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Catalina Express                 | 100-310-695500 | 92.00  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Amazon                           | 100-310-695508 | 6.45   |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Amazon                           | 100-310-695508 | 30.12  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8097) 07.07.25 - | Amazon                           | 100-310-695508 | 49.94  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8151) 07.07.25   | Terra Mia Pizzeria               | 100-420-622000 | 77.88  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS | CalCard (8151) 07.07.25   | Panini Kabob Grill               | 100-420-622000 | 71.07  |

**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date | Vendor Name                              | Payable Number            | Description (Item)                                | Account Number | Amount    |
|--------------|------------------------------------------|---------------------------|---------------------------------------------------|----------------|-----------|
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25   | Starbucks                                         | 100-420-622000 | 44.00     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25   | Krazy Eddy's Donuts                               | 100-420-622000 | 34.65     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25   | Board & Brew                                      | 100-420-622000 | 118.53    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25   | Amazon Prime                                      | 100-420-626000 | 16.15     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25   | The Toll Roads of OC                              | 100-420-646100 | 3.16      |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25   | The Toll Roads of OC                              | 100-420-646100 | 3.46      |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25   | The Toll Roads of OC                              | 100-420-646100 | 10.92     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25 - | Dollartree                                        | 100-420-622000 | 24.34     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8151) 07.07.25 - | Sabrosada                                         | 100-420-622000 | 414.84    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25   | Cox, T-1 Line Comm Ctr, 5/17/25 - 6/16/25         | 100-195-630000 | 584.27    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25   | Cox, WiFi City Hall, 5/19/25 - 6/18/25            | 100-195-630000 | 182.62    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25   | Cox, Traffic Signal, 6/7/25 - 7/6/25              | 100-195-630000 | 84.00     |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25   | Cox, WiFi Comm Ctr, 5/28/25 - 6/27/25             | 100-195-630000 | 654.77    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25   | Cox, T-1 Line City Hall, 6/5/25 -                 | 100-195-630000 | 845.31    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25   | Bluebeam Inc., 4/28/25 - 6/30/25                  | 100-195-720050 | 195.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25   | CDW Govt                                          | 100-195-940000 | 4,041.46  |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25 - | GoToMyPC, FY 25/26                                | 100-195-700090 | 420.00    |
| 07/16/2025   | US BANK CORPORATE PAYMENT SYSTEMS        | CalCard (8740) 07.07.25 - | Bluebeam Inc., 7/1/25 - 4/26/26                   | 100-195-700090 | 975.00    |
| 07/17/2025   | MOULTON NIGUEL WATER DISTRICT            | 062625                    | Utilities - Water, 5/27/25 - 6/23/25              | 100-355-635000 | 9,939.65  |
| 07/17/2025   | DEPARTMENT OF CONSERVATION               | 063025                    | Remittance, SMIP Fees, Apr-Jun '25                | 100-000-221001 | 722.35    |
| 07/17/2025   | DEPARTMENT OF CONSERVATION               | 063025                    | Remittance, SMIP Fees, Apr-Jun '25                | 100-000-221002 | 1,044.40  |
| 07/17/2025   | SAN JOAQUIN HILLS TRANSPORT              | 063025                    | Remit, Transportation Corridor Fees, Apr-Jun '25  | 100-000-221005 | 1,123.67  |
| 07/17/2025   | CORRIDOR AGENCY                          |                           |                                                   |                |           |
| 07/17/2025   | CALIFORNIA BUILDING STANDARDS COMMISSION | 063025                    | Building Standard Fund, Apr-Jun '25               | 100-000-221011 | 926.00    |
| 07/17/2025   | DIVISION OF THE STATE ARCHITECT          | 063025                    | Disability Access Fees, Apr-Jun '25               | 100-000-221012 | 492.00    |
| 07/17/2025   | STATE OF CALIFORNIA                      |                           |                                                   |                |           |
| 07/17/2025   | CALIFORNIA BUILDING STANDARDS COMMISSION | 063025                    | Building Standard Fund, Apr-Jun '25               | 100-000-442000 | (92.60)   |
| 07/17/2025   | IRVINE RANCH WATER DISTRICT              | 063025                    | Utilities - Water, 6/2/25 - 7/1/25                | 100-355-635000 | 242.22    |
| 07/17/2025   | COUNTY OF ORANGE PF RD                   | 063025 - #RFR25-00038     | Remittance, CARITS, Moulton Fees, Apr-Jun '25     | 100-000-221003 | 116.40    |
| 07/17/2025   | COUNTY OF ORANGE PF RD                   | 063025 - #RFR25-00038     | Remittance, CARITS, Moulton Fees, Apr-Jun '25     | 100-000-221004 | 772.99    |
| 07/17/2025   | FINANCIAL SERVICES                       |                           |                                                   |                |           |
| 07/17/2025   | SOUTHERN CALIFORNIA EDISON               | 070225 - Acct #70069730   | Utilities - Electric, 6/3/25 - 7/1/25             | 100-355-631000 | 2.11      |
| 07/17/2025   | SOUTHERN CALIFORNIA EDISON               | 070325 - Acct #70016247   | Utilities - Electric, 5/21/25 - 6/30/25           | 100-355-631000 | 94.43     |
| 07/17/2025   | SOUTHERN CALIFORNIA EDISON               | 070325 - Acct #70016247   | Utilities - Electric, 5/21/25 - 6/30/25           | 100-356-631400 | 1,300.35  |
| 07/17/2025   | SOUTHERN CALIFORNIA EDISON               | 070325 - Acct #70016247   | Utilities - Electric, 5/1/25 - 5/31/25            | 100-356-631900 | 4,167.27  |
| 07/17/2025   | SOUTHERN CALIFORNIA EDISON               | 070725 - Acct #7002345C   | Utilities - Electric, 5/1/25 - 6/30/25            | 100-355-631000 | 751.86    |
| 07/17/2025   | SOUTHERN CALIFORNIA EDISON               | 070725 - Acct #7002345C   | Utilities - Electric, 5/1/25 - 6/30/25            | 100-356-631400 | 13,407.89 |
| 07/17/2025   | RAYMOND RODRIGUEZ                        | 158857                    | Summer Concert Series, Aug '25                    | 100-310-695513 | 3,500.00  |
| 07/17/2025   | DUDEK                                    | 202502317                 | Professional Svcs, USE-0166-2023, 2/22/25-3/28/25 | 100-000-223000 | 4,136.25  |
| 07/17/2025   | OC COUNCIL OF GOVERNMENTS                | 2025-614                  | OCCOG Membership Dues, FY 25/26                   | 100-155-610003 | 6,744.60  |
| 07/17/2025   | TOP ROCK ENTERTAINMENT                   | 2025-JULY4TH2025          | 4th of July Band, 7/4/25                          | 100-310-695508 | 4,500.00  |

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**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date | Vendor Name                                     | Payable Number | Description (Item)                              | Account Number | Amount       |
|--------------|-------------------------------------------------|----------------|-------------------------------------------------|----------------|--------------|
| 07/17/2025   | NUVIS LANDSCAPE ARCHITECTURE                    | 27354          | Professional Services, USE-0147-2023, May '24   | 100-000-223000 | 2,250.00     |
| 07/17/2025   | NUVIS LANDSCAPE ARCHITECTURE                    | 27362          | Professional Services, USE-0166-2023, May '24   | 100-000-223000 | 3,300.00     |
| 07/17/2025   | NUVIS LANDSCAPE ARCHITECTURE                    | 27364          | Professional Services, LEG-0015-2024, May '24   | 100-000-223000 | 2,762.50     |
| 07/17/2025   | NUVIS LANDSCAPE ARCHITECTURE                    | 28061          | Professional Services, LEG-0017-2025, Apr '25   | 100-000-223000 | 1,965.00     |
| 07/17/2025   | NUVIS LANDSCAPE ARCHITECTURE                    | 28155          | Professional Services, LEG-0017-2025, May '25   | 100-000-223000 | 825.00       |
| 07/17/2025   | NUVIS LANDSCAPE ARCHITECTURE                    | 28157          | Professional Services, USE-0166-2023, May '25   | 100-000-223000 | 525.00       |
| 07/17/2025   | AQUATICO                                        | 372-285        | Fountains/Water Features Maintenance, Jul '25   | 100-310-645500 | 795.00       |
| 07/17/2025   | FULL TRAFFIC MAINTENANCE, INC.                  | 44864          | Traffic Maintenance, Jul '25                    | 100-355-720401 | 4,314.31     |
| 07/17/2025   | FULL TRAFFIC MAINTENANCE, INC.                  | 44914          | Traffic Maintenance, Jul '25                    | 100-355-720401 | 199.34       |
| 07/17/2025   | BILL'S SOUND AND SECURITY                       | 46266          | Fire Alarm Monitoring, Jul - Sep '25            | 100-310-630000 | 420.00       |
| 07/17/2025   | BILL'S SOUND AND SECURITY                       | 46506          | Passcode Change, Jul '25                        | 100-310-630000 | 65.00        |
| 07/17/2025   | DE NOVO PLANNING GROUP                          | 4769           | 23161 Mill Creek CEQA, USE-0211-2025, Jun '25   | 100-000-223000 | 18,035.25    |
| 07/17/2025   | DE NOVO PLANNING GROUP                          | 4770           | Terravita CEQA, USE-0209-2025, Jun '25          | 100-000-223000 | 20,414.00    |
| 07/17/2025   | SAGECREST PLANNING AND ENVIRONMENTAL            | 5280           | Contract Staffing Services, May '25             | 100-225-720512 | 3,480.00     |
| 07/17/2025   | SAGECREST PLANNING AND ENVIRONMENTAL            | 5295           | Contract Staffing Services, Jun '25             | 100-225-720512 | 6,780.00     |
| 07/17/2025   | SAGECREST PLANNING AND ENVIRONMENTAL            | 5296           | Plan Check Fee, USE-0211-2025, Jun '25          | 100-000-223000 | 1,880.00     |
| 07/17/2025   | HIGH LEVEL SECURITY SOLUTIONS, INC.             | 5954           | Private Security Patrol, 6/30/25                | 100-420-720850 | 516.00       |
| 07/17/2025   | HIGH LEVEL SECURITY SOLUTIONS, INC.             | 5954 (2)       | Private Security Patrol, 7/1/25 - 7/13/25       | 100-420-720850 | 7,471.13     |
| 07/17/2025   | JAMEY CLARK, INC.                               | 76555          | Park Repairs, Public Works, Jul '25             | 100-355-720701 | 191.00       |
| 07/17/2025   | JAMEY CLARK, INC.                               | 76556          | Park Repairs, Public Works, Jul '25             | 100-355-720701 | 573.00       |
| 07/17/2025   | JAMEY CLARK, INC.                               | 76557 (2)      | Graffiti Removal, Public Works, Jul '25         | 100-355-720500 | 1,292.34     |
| 07/17/2025   | JAMEY CLARK, INC.                               | 76561          | Park Repairs, Public Works, Jul '25             | 100-355-720701 | 1,860.00     |
| 07/17/2025   | JAMEY CLARK, INC.                               | 76575          | Stucco Wall Repair, CIP #505, Jul '25           | 100-000-790600 | 48,850.00    |
| 07/17/2025   | BIG TOP RENTALS                                 | 94907          | Program Expense, 4th of July                    | 100-310-695508 | 4,706.41     |
| 07/17/2025   | HOYT ROOFS INC                                  | BLDR-0145-2025 | BLDR-0145-2025, C&D Refund, REC-014835-2025     | 100-000-227001 | 540.00       |
| 07/17/2025   | TOP ROOFING                                     | BLDR-0170-2025 | BLDR-0170-2025, C&D Refund, REC-014923-2025     | 100-000-227001 | 960.00       |
| 07/17/2025   | MICHAEL ARMANIOS                                | BLDR-0408-2024 | BLDR-0408-2024, C&D Refund, REC-014159-2025     | 100-000-227001 | 1,027.80     |
| 07/17/2025   | THE LOFTCRAFTERS, INC.                          | BLDR-0411-2024 | BLDR-0411-2024, C&D Refund, REC-014116-2025     | 100-000-227001 | 100.00       |
| 07/17/2025   | DJE SOUND & LIGHTING, INC                       | INV-01062      | Program Expense, 4th of July                    | 100-310-695508 | 18,723.92    |
| 07/17/2025   | SOUTHERN CAL ASSOC OF GOVTS                     | SCAG FY26 0092 | Membership Dues, FY 25/26                       | 100-155-610005 | 4,608.00     |
| 07/17/2025   | DMS FACILITY SERVICES, LLC                      | STL-003305     | Landscape Services, Jul '25                     | 100-355-720700 | 520.00       |
| 07/17/2025   | DMS FACILITY SERVICES, LLC                      | STL-003306     | Landscape Services, Jul '25                     | 100-355-720700 | 312.13       |
| 07/18/2025   | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX | SH 71892       | Law Enforcement Services, Jun '25               | 100-420-720800 | 867,213.00   |
| 07/24/2025   | OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX | SH 71906       | Law Enforcement Services, Jul '25               | 100-420-720800 | 1,009,219.12 |
| 07/25/2025   | AT&T                                            | 000023737135   | Alarm, Com Ctr & City Hall Lines, 6/7/25-7/6/25 | 100-195-630000 | 211.73       |
| 07/25/2025   | AT&T                                            | 000023737135   | Alarm, Com Ctr & City Hall Lines, 6/7/25-7/6/25 | 100-310-630000 | 154.27       |
| 07/25/2025   | SOUTHERN CALIFORNIA NEWS                        | 0011738181     | Legal Advertising, Jun '25                      | 100-155-624001 | 191.91       |
| 07/25/2025   | SOUTHERN CALIFORNIA NEWS                        | 0011738669     | Legal Advertising, Jun '25                      | 100-155-624001 | 302.12       |
| 07/25/2025   | SOUTHERN CALIFORNIA NEWS                        | 0011739332     | Legal Advertising, Jun '25                      | 100-155-624001 | 383.31       |
| 07/25/2025   | SOUTHERN CALIFORNIA NEWS                        | 0011739368     | Legal Advertising, Jun '25                      | 100-155-624001 | 361.67       |
| 07/25/2025   | SOUTHERN CALIFORNIA NEWS                        | 0011739375     | Legal Advertising, Jun '25                      | 100-155-624001 | 199.30       |

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|--------------|------------------------------------|---------------------------|-----------------------------------------------|----------------|-----------|
| 07/25/2025   | SOUTHERN CALIFORNIA NEWS           | 0011739949                | Legal Advertising, Jun '25                    | 100-155-624001 | 331.39    |
| 07/25/2025   | SOUTHERN CALIFORNIA NEWS           | 0011741430                | Legal Advertising, Jun '25                    | 100-155-624001 | 309.24    |
| 07/25/2025   | KAYLE MCDONALD                     | 063025                    | Travel Reimbursement, MMC                     | 100-155-612000 | 214.78    |
|              |                                    |                           | Training, Jun '25                             |                |           |
| 07/25/2025   | EL TORO WATER DISTRICT             | 063025 (2)                | Water Usage, Public Works, Jun '25            | 100-355-635000 | 21,407.76 |
| 07/25/2025   | SOUTHERN CALIF MUN ATHLETIC        | 070825LAGUNA              | Program Class Insurance, Community            | 100-310-690500 | 1,375.00  |
|              | FEDERATION                         |                           | Services                                      |                |           |
| 07/25/2025   | SAN DIEGO GAS AND ELECTRIC         | 071625                    | Utilities - Electric, 5/9/25 - 6/30/25        | 100-310-631100 | 11,627.02 |
| 07/25/2025   | SAN DIEGO GAS AND ELECTRIC         | 071625                    | Utilities - Electric, 5/9/25 - 6/30/25        | 100-355-631000 | 11,694.48 |
| 07/25/2025   | SAN DIEGO GAS AND ELECTRIC         | 071625                    | Utilities - Electric, 5/9/25 - 6/30/25        | 100-356-631400 | 16,109.24 |
| 07/25/2025   | SAN DIEGO GAS AND ELECTRIC         | 071625                    | Utilities - Electric, 6/1/25 - 6/30/25        | 100-356-631900 | 738.23    |
| 07/25/2025   | GARDEN STATE FIREWORKS, INC        | 07182025.2                | July 4th Celebration Fireworks Show           | 100-310-695508 | 47,000.00 |
| 07/25/2025   | SOCALGAS                           | 071825                    | Utilities - Gas, Comm Ctr, 6/16/25 - 7/16/25  | 100-310-632500 | 99.56     |
| 07/25/2025   | BRAVO PLAYERS GUILD LLC            | 072125                    | Theatre Class, Summer '25                     | 100-310-721500 | 619.50    |
| 07/25/2025   | THE BEE MAN                        | 135150                    | Bee Removal, Jul '25                          | 100-355-720701 | 195.00    |
| 07/25/2025   | MAIN GRAPHICS                      | 164331                    | Envelopes, May '25                            | 100-195-623000 | 540.03    |
| 07/25/2025   | MAIN GRAPHICS                      | 164484                    | Business Cards, Jun '25                       | 100-195-623000 | 120.75    |
| 07/25/2025   | TAIT & ASSOCIATES, INC             | 165870                    | Professional Services, Jun '25                | 100-355-700250 | 577.50    |
| 07/25/2025   | ARDURRA GROUP, INC.                | 168433                    | Engineering Services, Jun '25                 | 100-355-700250 | 3,037.50  |
| 07/25/2025   | HR GREEN PACIFIC, INC.             | 189882                    | Public Works Permit Inspections, Jun '25      | 100-355-700255 | 10,380.00 |
| 07/25/2025   | HR GREEN PACIFIC, INC.             | 189883                    | Proj Mgmt & Inspect Svcs, CIP #104, Jun '25   | 100-000-790600 | 34,346.75 |
| 07/25/2025   | CITY OF MISSION VIEJO              | 21478                     | Homelessness Outreach, Jun '25                | 100-310-720302 | 4,970.63  |
| 07/25/2025   | PARADISE DRINKING WATER            | 217536                    | Operating Supplies, 5/23/25                   | 100-195-622000 | 104.65    |
| 07/25/2025   | PARADISE DRINKING WATER            | 218227                    | Operating Supplies, 5/24/25 -                 | 100-195-622000 | 97.65     |
| 07/25/2025   | PARADISE DRINKING WATER            | 226884                    | Operating Supplies, 5/28/25 -                 | 100-195-622000 | 202.30    |
| 07/25/2025   | PARADISE DRINKING WATER            | 236113                    | Operating Supplies, 6/11/25 -                 | 100-195-622000 | 149.50    |
| 07/25/2025   | PARADISE DRINKING WATER            | 245707                    | Operating Supplies, 6/25/25 - 7/9/25          | 100-195-622000 | 157.45    |
| 07/25/2025   | HARTZOG AND CRABILL, INC.          | 25-0261(HCI#3502)         | Traffic Signal Mgmt Services, Jun '25         | 100-356-700101 | 3,994.99  |
| 07/25/2025   | HARTZOG AND CRABILL, INC.          | 25-0262(HCI#3839)         | Traffic Signal Mgmt Services, Jun '25         | 100-356-700101 | 13,050.00 |
| 07/25/2025   | W.G. ZIMMERMAN ENGINEERING,        | 25-06-783                 | On-Call Engineer Services, Jun '25            | 100-355-700100 | 2,195.25  |
| 07/25/2025   | BARNUM STAGE RENTAL, LLC           | 25106                     | Summer Concerts Stage & Lighting              | 100-310-695513 | 7,000.00  |
| 07/25/2025   | SOUTH COAST FAMILY MEDICAL         | 2760                      | Recruitment, Jun '25                          | 100-195-617000 | 170.00    |
|              | CENTER, INC.                       |                           |                                               |                |           |
| 07/25/2025   | JACOB GREEN & ASSOCIATES, INC      | 3030                      | Facilitation Services, 20% Due, Jun '25       | 100-155-700000 | 4,950.00  |
| 07/25/2025   | SKYLINE PEST CONTROL               | 352936                    | Pest and Rodent Control, Jul '25              | 100-310-645500 | 360.00    |
| 07/25/2025   | AQUATICO                           | 372-281                   | Fountains/Water Features                      | 100-310-645500 | 795.00    |
|              |                                    |                           | Maintenance, Apr '25                          |                |           |
| 07/25/2025   | AQUATICO                           | 372-282                   | Wall Water Fountain Repairs, Apr '25          | 100-310-645500 | 985.00    |
| 07/25/2025   | AQUATICO                           | 372-283                   | Fountains/Water Features                      | 100-310-645500 | 795.00    |
|              |                                    |                           | Maintenance, May '25                          |                |           |
| 07/25/2025   | TOTAL SOURCE OFFICEWORKS           | 39447                     | Office Supplies, Jul '25                      | 100-155-622000 | 192.84    |
| 07/25/2025   | TOTAL SOURCE OFFICEWORKS           | 39447                     | Operating Supplies, Jul '25                   | 100-195-622000 | 84.91     |
| 07/25/2025   | TOTAL SOURCE OFFICEWORKS           | 39449                     | Office Supplies, Jul '25                      | 100-155-622000 | 255.33    |
| 07/25/2025   | TOTAL SOURCE OFFICEWORKS           | 39449                     | Computer Supplies, Jul '25                    | 100-195-622000 | 808.04    |
| 07/25/2025   | TOTAL SOURCE OFFICEWORKS           | 39450                     | Computer Supplies, Jul '25                    | 100-195-622000 | 635.65    |
| 07/25/2025   | RADIO ROYALTY                      | 396-B                     | Summer Concert Band, 7/18/25                  | 100-310-695513 | 2,500.00  |
| 07/25/2025   | WSP USA ENVIRONMENT AND            | 40219373                  | Professional Services, NPDES Support, Jun '25 | 100-355-700000 | 20,908.80 |
|              | INFRASTRUCTURE INC                 |                           |                                               |                |           |
| 07/25/2025   | MARK THOMAS & COMPANY, INC.        | 56152                     | Concept Development, Jun '25                  | 100-355-700100 | 5,810.75  |
| 07/25/2025   | TRAUMA INTERVENTION                | 5707                      | Community Program, TIP, 7/1/25 - 9/30/25      | 100-420-720821 | 937.50    |
|              | PROGRAMS, INC                      |                           |                                               |                |           |
| 07/25/2025   | CROSTOWN ELECTRICAL AND DATA, INC. | 5716 - 5784               | Traffic Signal Maintenance, Jun '25           | 100-356-720420 | 47,691.75 |
| 07/25/2025   | CHARLES ABBOTT ASSOCIATES, INC     | 69144                     | Road Maintenance, Jun '25                     | 100-356-720400 | 18,399.55 |
| 07/25/2025   | CHARLES ABBOTT ASSOCIATES, INC     | 69144 - A (Parks & ROW)   | Rooted Campaign, Jun '25                      | 100-310-695511 | 1,168.88  |
| 07/25/2025   | CHARLES ABBOTT ASSOCIATES, INC     | 69144 - A (Parks & ROW)   | Road Maintenance, Jun '25                     | 100-355-720701 | 311.72    |
| 07/25/2025   | CHARLES ABBOTT ASSOCIATES, INC     | 69144 - B (CIP 104 Projec | Road Signs, CIP #104, Jun '25                 | 100-000-790600 | 5,892.14  |
| 07/25/2025   | JAMEY CLARK, INC.                  | 76557                     | Graffiti Removal, Public Works, Jun           | 100-355-720500 | 744.00    |
| 07/25/2025   | JAMEY CLARK, INC.                  | 76588                     | Graffiti Removal, Public Works, Jul '25       | 100-355-720500 | 768.00    |



**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date | Vendor Name                                       | Payable Number          | Description (Item)                                  | Account Number | Amount     |
|--------------|---------------------------------------------------|-------------------------|-----------------------------------------------------|----------------|------------|
| 07/25/2025   | JAMEY CLARK, INC.                                 | 76591                   | Graffiti Removal, Public Works, Jul '25             | 100-355-720500 | 192.00     |
| 07/25/2025   | JAMEY CLARK, INC.                                 | 76596                   | Park Repairs, Public Works, Jul '25                 | 100-355-720701 | 192.00     |
| 07/25/2025   | JAMEY CLARK, INC.                                 | 76611                   | Graffiti Removal, Public Works, Jul '25             | 100-355-720500 | 480.00     |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78340                   | Prof Services, Legal, May '25, USE-<br>0188-2024    | 100-000-223000 | 441.00     |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78340                   | Professional Services, Legal, May '25               | 100-155-700010 | 33,225.25  |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78340                   | Professional Services, Legal, May '25               | 100-155-700011 | 2,597.00   |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78341                   | Prof Services, Legal, May '25, MGP                  | 100-000-223000 | 6,049.60   |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78342                   | Prof Services, Legal, May '25, USE-<br>0147-2023    | 100-000-223000 | 9,626.80   |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78343                   | Prof Services, Legal, May '25, USE-<br>0166-2023    | 100-000-223000 | 182.40     |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78344                   | Prof Services, Legal, May '25, USE-<br>0209-2025    | 100-000-223000 | 273.60     |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78345                   | Prof Services, Legal, May '25, USE-<br>0211-2025    | 100-000-223000 | 9,667.60   |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78405                   | Professional Services, Legal, Jun '25               | 100-155-700010 | 38,636.38  |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78406                   | Prof Services, Legal, Jun '25, USE-<br>0147-2023    | 100-000-223000 | 5,238.28   |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78407                   | Prof Services, Legal, Jun '25, USE-<br>0166-2023    | 100-000-223000 | 212.80     |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78408                   | Prof Services, Legal, Jun '25, USE-<br>0209-2025    | 100-000-223000 | 4,104.00   |
| 07/25/2025   | WOODRUFF & SMART, A<br>PROFESSIONAL CORPORATION   | 78409                   | Prof Services, Legal, Jun '25, USE-<br>0211-2025    | 100-000-223000 | 7,478.40   |
| 07/25/2025   | STATE DEPARTMENT OF JUSTICE<br>ACCOUNTING OFFICE  | 828761                  | Pre-employment Fingerprinting, Jun<br>'25           | 100-195-617000 | 32.00      |
| 07/25/2025   | MOBILE MINI, INC.                                 | 9024071045              | Storage Rental, Community Center,<br>7/2/25-7/29/25 | 100-310-641000 | 225.71     |
| 07/25/2025   | AAMES LOCK                                        | 90670                   | Panic Bar Repair, Jul '25                           | 100-310-645500 | 747.75     |
| 07/25/2025   | CAMERON HUTZLER                                   | 91792179                | Refund, Build-A-Fort, R #85744204                   | 100-000-451000 | 220.00     |
| 07/25/2025   | MOJGAN EHTESHAMI                                  | 91841175                | Refund, Facility Deposit, R #86730716               | 100-000-222000 | 500.00     |
| 07/25/2025   | GET AROUND SOUND                                  | LH25001                 | Summer Concert Series Audio,<br>7/18/25             | 100-310-695513 | 1,500.00   |
| 07/25/2025   | GET AROUND SOUND                                  | LH25002                 | Summer Concert Series Audio, 8/1/25                 | 100-310-695513 | 1,500.00   |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | RC-T003825              | Landscape Services, Jun '25                         | 100-355-720700 | 103,990.00 |
| 07/25/2025   | ABTECH TECHNOLOGIES, INC.                         | SS19994-IN              | Overage Charge, Apr '25                             | 100-195-700090 | 1,898.75   |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003174              | Rooted Campaign, Jun '25                            | 100-310-695511 | 11,368.31  |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003281              | Landscape Services, Jun '25                         | 100-355-720700 | 292.49     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003282              | Landscape Services, Jun '25                         | 100-355-720700 | 194.85     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003283              | Landscape Services, Jun '25                         | 100-355-720700 | 302.93     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003284              | Landscape Services, Jun '25                         | 100-355-720700 | 963.38     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003285              | Landscape Services, Jun '25                         | 100-355-720700 | 184.80     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003286              | Landscape Services, Jun '25                         | 100-355-720700 | 349.15     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003287              | Landscape Services, Jun '25                         | 100-355-720700 | 292.49     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003288              | Landscape Services, Jun '25                         | 100-355-720700 | 786.51     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003289              | Landscape Services, Jun '25                         | 100-355-720700 | 222.01     |
| 07/25/2025   | DMS FACILITY SERVICES, LLC                        | STL-003290              | Landscape Services, Jun '25                         | 100-355-720700 | 393.80     |
| 07/31/2025   | SOUTHERN CALIFORNIA EDISON                        | 072325 - Acct #7000760C | Utilities, Electric, 6/2/25 - 7/22/25               | 100-356-631400 | 104.08     |
| 07/31/2025   | MOULTON NIGUEL WATER DISTRICT                     | 072425                  | Utilities - Water, 6/17/25 - 7/20/25                | 100-355-635000 | 92.69      |
| 07/31/2025   | JEFF WESSON INC                                   | 073025                  | Adult Basketball League Referee,<br>7/24/25         | 100-310-622500 | 35.00      |
| 07/31/2025   | SEAN TRACY SIMON                                  | 073025                  | Adult Basketball League Referee,<br>7/24/25         | 100-310-622500 | 35.00      |
| 07/31/2025   | LAGUNA TERRACE BEAUTIFICATION<br>TEAM             | 073025                  | Block Party Bucks Reimbursement, Jul<br>'25         | 100-310-695000 | 349.52     |
| 07/31/2025   | CREATIVE KIDS PLAYHOUSE                           | 073025                  | Contract Instructor Services, Musical<br>Theatre    | 100-310-721500 | 10,500.00  |
| 07/31/2025   | CHILDRENS THEATRE OF OC<br>JCTEES.COM CORPORATION | 10365                   | Build-A-Fort T-Shirts, Jun '25                      | 100-310-695503 | 1,929.72   |

**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

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| 07/31/2025   | MAIN GRAPHICS                       | 165132         | Business Cards, Jul '25                           | 100-195-623000 | 120.75       |
| 07/31/2025   | TPX COMMUNICATIONS                  | 186488847-0    | Communications Expense, 7/23/25 - 8/22/25         | 100-195-630000 | 766.26       |
| 07/31/2025   | DUDEK                               | 202503518      | Professional Svcs, USE-0166-2023, 3/29/25-4/25/25 | 100-000-223000 | 3,997.50     |
| 07/31/2025   | DUDEK                               | 202504418      | Professional Svcs, USE-0166-2023, 4/26/25-5/23/25 | 100-000-223000 | 11,841.25    |
| 07/31/2025   | FLOOR XPERTS CO                     | 25C-10002      | Suite 320 Carpet Installation, CIP #505, Jun '25  | 100-000-790600 | 9,511.00     |
| 07/31/2025   | RJM DESIGN GROUP, INC.              | 37206          | Reader Board Design, Jun '25                      | 100-355-700250 | 7,149.35     |
| 07/31/2025   | LYONS SECURITY SERVICE, INC.        | 39181          | Event Security, Permit #3634, 8/9/25              | 100-310-690501 | 262.50       |
| 07/31/2025   | CANON FINANCIAL SERVICES, INC.      | 41397410       | Copier Usage, 2XK05658, 6/1/25-6/30/25            | 100-195-641200 | 123.24       |
| 07/31/2025   | CANON FINANCIAL SERVICES, INC.      | 41397410 (2)   | Copier Lease, 2XK05658, 7/1/25-7/31/25            | 100-195-641200 | 303.86       |
| 07/31/2025   | CANON FINANCIAL SERVICES, INC.      | 41398994       | Copier Usage, 2XD05688 & 2XD05811, 6/1/25-6/30/25 | 100-195-641200 | 547.03       |
| 07/31/2025   | CANON FINANCIAL SERVICES, INC.      | 41398994 (2)   | Copier Lease, 2XD05688 & 2XD05811, 7/1/25-7/31/25 | 100-195-641200 | 596.94       |
| 07/31/2025   | CANON FINANCIAL SERVICES, INC.      | 41398995       | Paperdeck Attachment 2XD05811A, 7/1/25 - 7/31/25  | 100-195-641200 | 36.56        |
| 07/31/2025   | BILL'S SOUND AND SECURITY           | 46064          | Passcode Change, May '25                          | 100-310-630000 | 65.00        |
| 07/31/2025   | MITSUBISHI ELECTRIC US, INC.        | 533638         | Elevator Maintenance, Jul '25                     | 100-310-645500 | 618.26       |
| 07/31/2025   | HIGH LEVEL SECURITY SOLUTIONS, INC. | 5957           | Private Security Patrol, 7/14/25 - 7/27/25        | 100-420-720850 | 7,308.00     |
| 07/31/2025   | RJ ELECTRIC                         | 64051          | Park Repairs, Public Works, Jul '25               | 100-355-720701 | 359.00       |
| 07/31/2025   | JAMEY CLARK, INC.                   | 76548          | Replaced TV & Mounting Bracket, Jul '25           | 100-310-645500 | 143.25       |
| 07/31/2025   | JAMEY CLARK, INC.                   | 76551          | Janitorial Services, Jun '25                      | 100-310-721505 | 3,450.00     |
| 07/31/2025   | JAMEY CLARK, INC.                   | 76630          | Park Repairs, Public Works, Jul '25               | 100-355-720701 | 192.00       |
| 07/31/2025   | MOBILE MINI, INC.                   | 9024177066     | Storage Rental, Community Center, 7/17/25-8/13/25 | 100-310-641000 | 341.83       |
| 07/31/2025   | ERIKA PARADA                        | 92933057       | Refund, Facility Deposit, R #86723150             | 100-000-222000 | 500.00       |
| 07/31/2025   | ERIKA PARADA                        | 92946571       | Refund, Facility Reservation, R #92720911         | 100-000-451100 | 262.50       |
| 07/31/2025   | EMILY ZEIF                          | 92947331       | Refund, Build-A-Fort, R #85743600                 | 100-000-451000 | 220.00       |
| 07/31/2025   | CALIFORNIA JPIA                     | POLLU-00040    | Pollution Insurance Premium, FY                   | 100-195-690300 | 1,779.00     |
| 07/31/2025   | OCSO LAW ENFORCEMENT                | SH 71950       | Law Enforcement Services, Fourth of July          | 100-310-695508 | 10,828.12    |
| 08/07/2025   | CONTRACT, OC TREASURER-TAX          | SH 72035       | Law Enforcement Services, Aug '25                 | 100-420-720800 | 1,009,219.12 |
| 08/08/2025   | CONTRACT, OC TREASURER-TAX          |                |                                                   |                |              |
| 08/08/2025   | SOUTHERN CALIFORNIA NEWS            | 0011741861     | Legal Advertising, Jul '25                        | 100-155-624001 | 265.72       |
| 08/08/2025   | SOUTHERN CALIFORNIA NEWS            | 0011745712     | Legal Advertising, CIP #520, Jul '25              | 100-000-790600 | 1,476.22     |
| 08/08/2025   | SOUTHERN CALIFORNIA NEWS            | 0011747704     | Legal Advertising, USE-0147-2023, Jul '25         | 100-000-223000 | 353.53       |
| 08/08/2025   | DOCU-TRUST                          | 0056439        | Offsite Data Storage, Aug '25                     | 100-155-700030 | 162.22       |
| 08/08/2025   | BLUETRITON BRANDS INC               | 05G8710008221  | Operating Supplies, Comm Ctr, 6/25/25 - 7/23/25   | 100-310-622000 | 51.62        |
| 08/08/2025   | MOULTON NIGUEL WATER DISTRICT       | 071725         | Utilities - Water, 6/10/25 - 6/30/25              | 100-310-635100 | 378.86       |
| 08/08/2025   | MOULTON NIGUEL WATER DISTRICT       | 071725         | Utilities - Water, 6/10/25 - 6/30/25              | 100-355-635000 | 11,670.97    |
| 08/08/2025   | MOULTON NIGUEL WATER DISTRICT       | 071725 (2)     | Utilities - Water, 7/1/25 - 7/14/25               | 100-310-635000 | 378.86       |
| 08/08/2025   | MOULTON NIGUEL WATER DISTRICT       | 071725 (2)     | Utilities - Water, 7/1/25 - 7/14/25               | 100-355-635000 | 11,670.96    |
| 08/08/2025   | QUADIENT FINANCE USA, INC.          | 072725         | Postage Replenishment, Jul '25                    | 100-195-623000 | 1,005.47     |
| 08/08/2025   | CITY OF BREA                        | 073025         | OCCMA Membership, FY 25/26                        | 100-155-610000 | 1,000.00     |
| 08/08/2025   | SAN DIEGO GAS AND ELECTRIC          | 080425         | Utilities - Electric, 7/1/25 - 7/31/25            | 100-356-631400 | 12,556.41    |
| 08/08/2025   | PUBLIC STORAGE                      | 080625         | Storage Unit, Public Works, 7/1/26 - 8/31/26      | 100-000-140000 | 1,856.00     |
| 08/08/2025   | PUBLIC STORAGE                      | 080625         | Storage Unit, Public Works, 9/1/25 - 6/30/26      | 100-355-640000 | 9,280.00     |
| 08/08/2025   | CRAIG WATKINS                       | 080725         | Umpire Fees, Community Services, Aug '25          | 100-310-622500 | 120.00       |
| 08/08/2025   | CIVIC SOLUTIONS, INC.               | 106311         | Consultant Services, USE-0166-2023, May '25       | 100-000-223000 | 2,189.50     |

**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

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|--------------|--------------------------------------------------|-----------------|-------------------------------------------------------------------------|----------------|-----------|
| 08/08/2025   | CIVIC SOLUTIONS, INC.                            | 106312          | Consultant Services, USE-0209-2025, May '25                             | 100-000-223000 | 1,730.75  |
| 08/08/2025   | CIVIC SOLUTIONS, INC.                            | 106450          | Consultant Services, USE-0166-2023, Jun '25                             | 100-000-223000 | 151.00    |
| 08/08/2025   | CIVIC SOLUTIONS, INC.                            | 106451          | Consultant Services, USE-0166-2023, Jun '25                             | 100-000-223000 | 1,698.75  |
| 08/08/2025   | CIVIC SOLUTIONS, INC.                            | 106452          | Consultant Services, USE-0221-2025, Jun '25                             | 100-000-223000 | 679.50    |
| 08/08/2025   | CIVIC SOLUTIONS, INC.                            | 106453          | Consultant Services, USE-0221-2025, Jun '25                             | 100-000-223000 | 1,321.25  |
| 08/08/2025   | CIVIC SOLUTIONS, INC.                            | 106454          | Consultant Services, USE-0209-2025, Jun '25                             | 100-000-223000 | 4,789.75  |
| 08/08/2025   | ARC DOCUMENT SOLUTIONS, LLC                      | 12872625        | Printing Services, Public Works, Jul                                    | 100-355-623000 | 88.29     |
| 08/08/2025   | THE BEE MAN                                      | 135297          | Bee Removal, Jul '25                                                    | 100-355-720701 | 175.00    |
| 08/08/2025   | ULINE, INC.                                      | 196091043       | Entry Rugs, Aug '25                                                     | 100-310-622000 | 1,866.54  |
| 08/08/2025   | CITY OF MISSION VIEJO                            | 21487           | Animal Care Services, Jul - Sep '25                                     | 100-420-720401 | 87,426.00 |
| 08/08/2025   | CITY OF MISSION VIEJO                            | 21491           | Homelessness Outreach, Jul '25                                          | 100-310-720302 | 5,375.83  |
| 08/08/2025   | WEST COAST ARBORISTS, INC.                       | 231698          | Tree Trimming Services, 7/1/25 - 7/15/25                                | 100-355-720702 | 28,463.62 |
| 08/08/2025   | NUVIS LANDSCAPE ARCHITECTURE                     | 28229           | Professional Services, LEG-0014-2024, Jun '25                           | 100-000-223000 | 907.50    |
| 08/08/2025   | NUVIS LANDSCAPE ARCHITECTURE                     | 28234           | Professional Services, USE-0209-2025, Jun '25                           | 100-000-223000 | 3,630.00  |
| 08/08/2025   | TOTAL SOURCE OFFICEWORKS                         | 38792           | Computer Supplies, Apr '25                                              | 100-195-621000 | 507.74    |
| 08/08/2025   | TOTAL SOURCE OFFICEWORKS                         | 38975           | Operating Supplies, May '25                                             | 100-355-622000 | 9.47      |
| 08/08/2025   | LYONS SECURITY SERVICE, INC.                     | 39182           | Event Security, Permit #3388,                                           | 100-310-690501 | 262.50    |
| 08/08/2025   | LYONS SECURITY SERVICE, INC.                     | 39504           | Event Security, Fourth of July                                          | 100-310-695508 | 3,787.50  |
| 08/08/2025   | TOTAL SOURCE OFFICEWORKS                         | 39681           | Operating Supplies, Aug '25                                             | 100-195-622000 | 157.90    |
| 08/08/2025   | CROSTOWN ELECTRICAL AND DATA, INC.               | 4296-25-007     | Traffic Signal Maintenance, Jul '25                                     | 100-356-720420 | 3,644.70  |
| 08/08/2025   | SAGECREST PLANNING AND ENVIRONMENTAL             | 5342            | Contract Staffing Services, Jul '25                                     | 100-225-720512 | 8,850.00  |
| 08/08/2025   | SAGECREST PLANNING AND ENVIRONMENTAL             | 5351            | Plan Check Fee, USE-0211-2025, Jul '25                                  | 100-000-223000 | 640.00    |
| 08/08/2025   | VERIZON WIRELESS                                 | 6119471548      | Communications Expense, 6/26/25 - 7/25/25                               | 100-195-630000 | 958.24    |
| 08/08/2025   | RJ ELECTRIC                                      | 63978           | July 4th Spiderboxes, Jul '25                                           | 100-310-695508 | 1,640.00  |
| 08/08/2025   | RJ ELECTRIC                                      | 63999           | Concert in the Park - Electrical, Jul '25                               | 100-310-695513 | 950.00    |
| 08/08/2025   | JAMEY CLARK, INC.                                | 76644           | Graffiti Removal, Public Works, Jul '25                                 | 100-355-720500 | 960.00    |
| 08/08/2025   | JAMEY CLARK, INC.                                | 76645           | Graffiti Removal, Public Works, Jul '25                                 | 100-355-720500 | 600.00    |
| 08/08/2025   | JAMEY CLARK, INC.                                | 76658           | Park Repairs, Public Works, Jul '25                                     | 100-355-720701 | 144.00    |
| 08/08/2025   | JAMEY CLARK, INC.                                | 76668           | Janitorial Services, Jul '25                                            | 100-310-721505 | 3,450.00  |
| 08/08/2025   | JAMEY CLARK, INC.                                | 76669           | Graffiti Removal, Public Works, Jul '25                                 | 100-355-720500 | 585.00    |
| 08/08/2025   | MOBILE MINI, INC.                                | 9024106080      | Storage Rental, Community Center, 7/8/25-8/4/25                         | 100-310-641000 | 82.97     |
| 08/08/2025   | MOBILE MINI, INC.                                | 9024114872      | Storage Rental, Community Center, 7/9/25-8/5/25                         | 100-310-641000 | 217.80    |
| 08/08/2025   | BRIGHTVIEW LANDSCAPE SERVICES, INC               | 9462981         | Landscape Maintenance, Jun '25                                          | 100-355-720700 | 3,024.00  |
| 08/08/2025   | BRIGHTVIEW LANDSCAPE SERVICES, INC               | 9462981 (2)     | Landscape Maintenance, Jul '25                                          | 100-355-720700 | 3,024.00  |
| 08/08/2025   | ROBERT MARTINEZ                                  | BLDR-0193-2025  | BLDR-0193-2025, C&D Refund, REC-015053-2025                             | 100-000-227001 | 780.00    |
| 08/08/2025   | STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS | E 2194504 SN    | Inspection, Elevator Conveyance #123653, Jul '25                        | 100-310-645500 | 225.00    |
| 08/08/2025   | STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS | E 2194506 SN    | Inspection, Elevator Conveyance #123674, Jul '25                        | 100-310-645500 | 125.00    |
| 08/08/2025   | CODE PUBLISHING COMPANY, INC.                    | GCI0018063      | Municipal Code Update, Jul '25                                          | 100-155-700030 | 122.50    |
| 08/08/2025   | OC POOLS AND SPAS                                | POOLR-0032-2024 | POOLR-0032-2024, Pool Bond                                              | 100-000-228001 | 500.00    |
| 08/08/2025   | QUADIENT LEASING USA, INC.                       | Q1954219        | Refund, REC-014112-2025<br>Lease - Mailing Equipment, 5/28/25 - 6/30/25 | 100-195-641000 | 176.74    |

**Payables Detail Report**
**Payment Dates: 06/27/2025 - 08/14/2025**

| Payment Date                                                     | Vendor Name                                         | Payable Number            | Description (Item)                               | Account Number | Amount              |
|------------------------------------------------------------------|-----------------------------------------------------|---------------------------|--------------------------------------------------|----------------|---------------------|
| 08/08/2025                                                       | QUADIENT LEASING USA, INC.                          | Q1954219 (2)              | Lease - Mailing Equipment, 7/1/25 - 8/27/25      | 100-195-641000 | 353.48              |
| 08/08/2025                                                       | DMS FACILITY SERVICES, LLC                          | RC-T003990                | Landscape Services, Jul '25                      | 100-355-720700 | 101,390.00          |
| 08/08/2025                                                       | LIVING INTERIORS                                    | T88705                    | Interior Plantscape Services, Aug '25            | 100-310-645500 | 159.00              |
| 08/08/2025                                                       | ABTECH TECHNOLOGIES, INC.                           | W206211-IN                | Managed IT Services, Aug '25                     | 100-195-700090 | 8,400.00            |
| <b>Fund 100 - General Fund Total:</b>                            |                                                     |                           |                                                  |                | <b>4,855,122.29</b> |
| <b>Fund: 212 - Measure M2 Fund</b>                               |                                                     |                           |                                                  |                |                     |
| 07/02/2025                                                       | UNDERGROUND SERVICE ALERT OF SO CALIFORNIA          | 24-254306                 | Street Maintenance, Jun '25                      | 212-355-720400 | 38.15               |
| 07/02/2025                                                       | UNDERGROUND SERVICE ALERT OF SO CALIFORNIA          | 620250393                 | Street Maintenance, Jun '25                      | 212-355-720400 | 108.05              |
| 07/11/2025                                                       | SCA OF CA, LLC                                      | CA1003279                 | Street Sweeping Services, Jun '25                | 212-355-720410 | 16,640.37           |
| 07/11/2025                                                       | SCA OF CA, LLC                                      | CA1003356                 | Street Sweeping Services, Jun '25                | 212-355-720410 | 1,888.00            |
| <b>Fund 212 - Measure M2 Fund Total:</b>                         |                                                     |                           |                                                  |                | <b>18,674.57</b>    |
| <b>Fund: 221 - Senior Mobility Program Fund</b>                  |                                                     |                           |                                                  |                |                     |
| 07/25/2025                                                       | OCY MANAGEMENT, LLC                                 | 6406025                   | Senior Mobility Program, Jun '25                 | 221-310-720000 | 9,458.00            |
| <b>Fund 221 - Senior Mobility Program Fund Total:</b>            |                                                     |                           |                                                  |                | <b>9,458.00</b>     |
| <b>Fund: 301 - CARITS Road Fee Program Fund</b>                  |                                                     |                           |                                                  |                |                     |
| 07/02/2025                                                       | OCTA                                                | AR146993                  | City Share, CIP #168 (19-OCTA-TSP-3940)          | 301-000-790600 | 37,347.98           |
| 07/25/2025                                                       | W.G. ZIMMERMAN ENGINEERING,                         | 25-06-784                 | Engineer Services, CIP #168, Jun '25             | 301-000-790600 | 1,887.00            |
| <b>Fund 301 - CARITS Road Fee Program Fund Total:</b>            |                                                     |                           |                                                  |                | <b>39,234.98</b>    |
| <b>Fund: 311 - Quimby Act Park In-Lieu Fee (VALH) Fund</b>       |                                                     |                           |                                                  |                |                     |
| 07/02/2025                                                       | RICHARD FISHER ASSOCIATES                           | 4667                      | Professional Services, CIP #241, May '25         | 311-000-790600 | 495.00              |
| 07/11/2025                                                       | IRVINE FENCE INC                                    | CABOT PARK LOW FIELD      | Chain Link Fence, Jul '25                        | 311-000-790600 | 17,500.00           |
| <b>Fund 311 - Quimby Act Park In-Lieu Fee (VALH) Fund Total:</b> |                                                     |                           |                                                  |                | <b>17,995.00</b>    |
| <b>Fund: 312 - CASp Fee Fund</b>                                 |                                                     |                           |                                                  |                |                     |
| 07/17/2025                                                       | DIVISION OF THE STATE ARCHITECT STATE OF CALIFORNIA | 063025                    | Disability Access Fees, Apr-Jun '25              | 312-000-442000 | (442.80)            |
| <b>Fund 312 - CASp Fee Fund Total:</b>                           |                                                     |                           |                                                  |                | <b>(442.80)</b>     |
| <b>Fund: 600 - Capital Improvement Projects Fund</b>             |                                                     |                           |                                                  |                |                     |
| 07/02/2025                                                       | BC TRAFFIC SPECIALIST                               | 085241                    | Custom Signage, CIP #104, Jun '25                | 600-000-490100 | (1,147.84)          |
| 07/02/2025                                                       | BC TRAFFIC SPECIALIST                               | 085241                    | Custom Signage, CIP #104, Jun '25                | 600-251-950104 | 1,147.84            |
| 07/02/2025                                                       | RICHARD FISHER ASSOCIATES                           | 4667                      | Professional Services, CIP #241, May '25         | 600-000-490311 | (495.00)            |
| 07/02/2025                                                       | RICHARD FISHER ASSOCIATES                           | 4667                      | Professional Services, CIP #241, May '25         | 600-252-950241 | 495.00              |
| 07/02/2025                                                       | OCTA                                                | AR146993                  | City Share, CIP #168 (19-OCTA-TSP-3940)          | 600-000-490301 | (37,347.98)         |
| 07/02/2025                                                       | OCTA                                                | AR146993                  | City Share, CIP #168 (19-OCTA-TSP-3940)          | 600-251-950168 | 37,347.98           |
| 07/11/2025                                                       | HARDY & HARPER, INC.                                | 51317                     | Pavement Rehabilitation, CIP #104, Retention     | 600-251-950104 | (9,810.32)          |
| 07/11/2025                                                       | HARDY & HARPER, INC.                                | 51317                     | Pavement Rehabilitation, CIP #104, App #6        | 600-251-950104 | 196,206.39          |
| 07/11/2025                                                       | IRVINE FENCE INC                                    | CABOT PARK LOW FIELD      | Chain Link Fence, Jul '25                        | 600-000-490311 | (17,500.00)         |
| 07/11/2025                                                       | IRVINE FENCE INC                                    | CABOT PARK LOW FIELD      | Chain Link Fence, Jul '25                        | 600-252-950241 | 17,500.00           |
| 07/17/2025                                                       | JAMEY CLARK, INC.                                   | 76575                     | Stucco Wall Repair, CIP #505, Jul '25            | 600-000-490100 | (48,850.00)         |
| 07/17/2025                                                       | JAMEY CLARK, INC.                                   | 76575                     | Stucco Wall Repair, CIP #505, Jul '25            | 600-255-950505 | 48,850.00           |
| 07/25/2025                                                       | HR GREEN PACIFIC, INC.                              | 189883                    | Proj Mgmt & Inspect Svcs, CIP #104, Jun '25      | 600-000-490100 | (34,346.75)         |
| 07/25/2025                                                       | HR GREEN PACIFIC, INC.                              | 189883                    | Proj Mgmt & Inspect Svcs, CIP #104, Jun '25      | 600-251-950104 | 34,346.75           |
| 07/25/2025                                                       | W.G. ZIMMERMAN ENGINEERING,                         | 25-06-784                 | Engineer Services, CIP #168, Jun '25             | 600-000-490301 | (1,887.00)          |
| 07/25/2025                                                       | W.G. ZIMMERMAN ENGINEERING,                         | 25-06-784                 | Engineer Services, CIP #168, Jun '25             | 600-251-950168 | 1,887.00            |
| 07/25/2025                                                       | CHARLES ABBOTT ASSOCIATES, INC                      | 69144 - B (CIP 104 Projec | Road Signs, CIP #104, Jun '25                    | 600-000-490100 | (5,892.14)          |
| 07/25/2025                                                       | CHARLES ABBOTT ASSOCIATES, INC                      | 69144 - B (CIP 104 Projec | Road Signs, CIP #104, Jun '25                    | 600-251-950104 | 5,892.14            |
| 07/31/2025                                                       | FLOOR XPERTS CO                                     | 25C-10002                 | Suite 320 Carpet Installation, CIP #505, Jun '25 | 600-000-490100 | (9,511.00)          |

Payables Detail Report

Payment Dates: 06/27/2025 - 08/14/2025

| Payment Date                                        | Vendor Name              | Payable Number | Description (Item)                               | Account Number | Amount       |
|-----------------------------------------------------|--------------------------|----------------|--------------------------------------------------|----------------|--------------|
| 07/31/2025                                          | FLOOR XPERTS CO          | 25C-10002      | Suite 320 Carpet Installation, CIP #505, Jun '25 | 600-255-950505 | 9,511.00     |
| 08/08/2025                                          | SOUTHERN CALIFORNIA NEWS | 0011745712     | Legal Advertising, CIP #520, Jul '25             | 600-000-490100 | (1,476.22)   |
| 08/08/2025                                          | SOUTHERN CALIFORNIA NEWS | 0011745712     | Legal Advertising, CIP #520, Jul '25             | 600-255-950520 | 1,476.22     |
| Fund 600 - Capital Improvement Projects Fund Total: |                          |                |                                                  |                | 186,396.07   |
|                                                     |                          |                |                                                  | Grand Total:   | 5,126,438.11 |



## Report Summary

## Fund Summary

| Fund                                          | Payment Amount      |
|-----------------------------------------------|---------------------|
| 100 - General Fund                            | 4,855,122.29        |
| 212 - Measure M2 Fund                         | 18,674.57           |
| 221 - Senior Mobility Program Fund            | 9,458.00            |
| 301 - CARITS Road Fee Program Fund            | 39,234.98           |
| 311 - Quimby Act Park In-Lieu Fee (VALH) Fund | 17,995.00           |
| 312 - CASp Fee Fund                           | (442.80)            |
| 600 - Capital Improvement Projects Fund       | 186,396.07          |
| <b>Grand Total:</b>                           | <b>5,126,438.11</b> |

## Account Summary

| Account Number | Account Name                       | Payment Amount |
|----------------|------------------------------------|----------------|
| 100-000-140000 | Prepaid Items                      | 1,856.00       |
| 100-000-221001 | SMIP - Residential                 | 722.35         |
| 100-000-221002 | SMIP - Commercial                  | 1,044.40       |
| 100-000-221003 | Moulton Fees                       | 116.40         |
| 100-000-221004 | CARITS Road Fees                   | 772.99         |
| 100-000-221005 | SJHTC A Fees                       | 1,123.67       |
| 100-000-221011 | Building Standards Fee             | 927.00         |
| 100-000-221012 | SB1186 ADA CASp Fees               | 492.00         |
| 100-000-222000 | Refundable Deposits                | 2,000.00       |
| 100-000-223000 | Plan Application Deposit           | 133,297.76     |
| 100-000-227001 | Security Deposit - Waste           | 9,767.30       |
| 100-000-228001 | Swimming Pool Construction         | 500.00         |
| 100-000-442000 | Building Related Permits           | 157.18         |
| 100-000-442005 | Plan Check Fees                    | 62.50          |
| 100-000-451000 | Recreation Fees                    | 440.00         |
| 100-000-451100 | Recreation Fees - Reservations     | 262.50         |
| 100-000-459000 | Miscellaneous Revenue              | (25,930.00)    |
| 100-000-790600 | Transfers Out to Capital           | 101,223.95     |
| 100-155-610000 | Memberships & Subscriptions        | 1,070.00       |
| 100-155-610003 | Memberships - OCCOG                | 6,744.60       |
| 100-155-610004 | Memberships - LAFCO                | 6,147.63       |
| 100-155-610005 | Memberships - SCAG                 | 4,608.00       |
| 100-155-612000 | Travel, Conferences & Meetings     | 214.79         |
| 100-155-622000 | Operating Supplies                 | 1,476.98       |
| 100-155-624001 | Advertising - Legal                | 2,344.66       |
| 100-155-626000 | Subscriptions & Books              | 30.00          |
| 100-155-695000 | Community Assistance & Public      | 1,257.15       |
| 100-155-700000 | Professional Services -            | 4,950.00       |
| 100-155-700010 | Legal Services - General Counsel   | 71,861.63      |
| 100-155-700011 | Legal Services - Litigation        | 30,182.00      |
| 100-155-700030 | Professional Services - City Clerk | 399.72         |
| 100-195-617000 | Recruitment                        | 401.00         |
| 100-195-621000 | Computer Supplies                  | 667.19         |
| 100-195-622000 | Operating Supplies                 | 2,881.73       |
| 100-195-623000 | Printing & Mailing                 | 1,787.00       |
| 100-195-625000 | Postage & Delivery                 | 3,547.04       |
| 100-195-630000 | Communications                     | 6,053.55       |
| 100-195-641000 | Equipment Rentals & Leases         | 530.22         |
| 100-195-641200 | Copier Leases                      | 1,607.63       |
| 100-195-646000 | Equipment Maintenance &            | 2,500.00       |
| 100-195-690300 | CJPIA Insurance                    | 514,040.00     |
| 100-195-700090 | IT Contract Services & Support     | 39,858.99      |
| 100-195-720050 | Contract Services - Software       | 476.07         |
| 100-195-940000 | Computer Hardware                  | 4,047.46       |
| 100-225-610000 | Memberships & Subscriptions        | 9.98           |
| 100-225-613100 | Vehicle Fuel                       | 144.00         |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>                | <b>Payment Amount</b> |
|-----------------------|------------------------------------|-----------------------|
| 100-225-626000        | Subscriptions & Books              | 24.86                 |
| 100-225-646100        | Vehicles - Fuel & Maintenance      | 299.30                |
| 100-225-720512        | Contract Services                  | 19,110.00             |
| 100-310-610000        | Memberships & Subscriptions        | 5.00                  |
| 100-310-613100        | Vehicle Fuel                       | 330.74                |
| 100-310-620500        | Office Supplies - Community        | 95.68                 |
| 100-310-622000        | Operating Supplies                 | 1,984.17              |
| 100-310-622005        | Operating Supplies - Community     | 817.85                |
| 100-310-622500        | Program & League Supplies          | 190.00                |
| 100-310-622502        | Supplies - Adult Leagues           | 1,372.64              |
| 100-310-624500        | Printing & Advertising             | 1,215.64              |
| 100-310-630000        | Communications                     | 704.27                |
| 100-310-631100        | Utilities - Electric (Community    | 22,313.56             |
| 100-310-632500        | Utilities - Gas (Community         | 99.56                 |
| 100-310-635000        | Utilities - Water                  | 378.86                |
| 100-310-635100        | Utilities - Water (Community       | 1,085.46              |
| 100-310-641000        | Equipment Rentals & Leases         | 1,210.14              |
| 100-310-645500        | Facility Maintenance & Repairs     | 8,622.26              |
| 100-310-646100        | Vehicles - Fuel & Maintenance      | 56.86                 |
| 100-310-690500        | Insurance - Recreational Classes   | 1,375.00              |
| 100-310-690501        | Facility Rentals -                 | 1,050.00              |
| 100-310-695000        | Community Assistance & Public      | 349.52                |
| 100-310-695500        | Special Events - Program Services  | 2,227.96              |
| 100-310-695503        | Build A Fort Camps                 | 4,583.83              |
| 100-310-695505        | Cultural Excursions                | 300.00                |
| 100-310-695507        | Marathon 5k                        | 14,212.90             |
| 100-310-695508        | July Fourth Celebration            | 99,489.16             |
| 100-310-695511        | Rooted Volunteer Campaign          | 16,934.24             |
| 100-310-695513        | Concerts                           | 16,950.00             |
| 100-310-720302        | Contract Services - Homelessness   | 10,346.46             |
| 100-310-721500        | Contract Services - Programs       | 11,119.50             |
| 100-310-721505        | Contract Services - Janitorial &   | 19,775.48             |
| 100-310-910500        | Furniture & Equipment              | 720.83                |
| 100-355-610000        | Memberships & Subscriptions        | 25.00                 |
| 100-355-613100        | Vehicle Fuel                       | 132.39                |
| 100-355-622000        | Operating Supplies                 | 726.14                |
| 100-355-623000        | Printing & Mailing                 | 817.27                |
| 100-355-630000        | Communications                     | 542.82                |
| 100-355-631000        | Utilities - Electric               | 23,066.40             |
| 100-355-635000        | Utilities - Water                  | 91,403.38             |
| 100-355-640000        | Facility Operations Rentals        | 9,280.00              |
| 100-355-646100        | Vehicles - Fuel & Maintenance      | 486.15                |
| 100-355-696000        | NPDES Permits & Fees               | 1,563.09              |
| 100-355-700000        | Professional Services              | 20,908.80             |
| 100-355-700100        | City Engineer Services             | 8,006.00              |
| 100-355-700250        | On-Call Engineer Services          | 14,208.35             |
| 100-355-700255        | Improvement Inspections            | 10,380.00             |
| 100-355-700300        | Hazard Mitigation Plan             | 2,765.00              |
| 100-355-720401        | Other Public Works Maintenance     | 4,713.18              |
| 100-355-720500        | Graffiti Removal                   | 7,694.34              |
| 100-355-720700        | Landscape Maintenance              | 219,781.85            |
| 100-355-720701        | Parks Maintenance & Repairs        | 8,544.56              |
| 100-355-720702        | Tree Maintenance                   | 28,463.62             |
| 100-355-720730        | Annual Weed Abatement              | 18,664.80             |
| 100-355-910000        | Furniture & Equipment              | 13,274.09             |
| 100-356-631400        | MOE - Electric (Streetlights &     | 71,980.60             |
| 100-356-631900        | MOE - Electric (On-Bill Financing) | 5,643.73              |
| 100-356-700101        | MOE - Traffic Engineer Services    | 17,044.99             |

Account Summary

| Account Number | Account Name                     | Payment Amount |
|----------------|----------------------------------|----------------|
| 100-356-720400 | MOE - Street Maintenance         | 18,399.55      |
| 100-356-720420 | MOE - Traffic Signal Maintenance | 54,981.15      |
| 100-420-622000 | Operating Supplies               | 785.31         |
| 100-420-622400 | Emergency Preparedness           | 1,794.50       |
| 100-420-626000 | Subscriptions & Books            | 16.15          |
| 100-420-646000 | Equipment Maintenance &          | 421.42         |
| 100-420-646100 | Vehicles - Fuel & Maintenance    | 17.54          |
| 100-420-720401 | Animal Care & Shelter Services   | 87,426.00      |
| 100-420-720800 | Law Enforcement Contract         | 2,885,651.24   |
| 100-420-720821 | Trauma Intervention Program      | 937.50         |
| 100-420-720823 | Parking Citation Processing      | 4,029.50       |
| 100-420-720850 | Private Security Patrol          | 22,519.13      |
| 212-355-720400 | Street Maintenance               | 146.20         |
| 212-355-720410 | Street Sweeping                  | 18,528.37      |
| 221-310-720000 | Contract Services                | 9,458.00       |
| 301-000-790600 | Transfers Out to Capital         | 39,234.98      |
| 311-000-790600 | Transfers Out to Capital         | 17,995.00      |
| 312-000-442000 | Building Related Permits         | (442.80)       |
| 600-000-490100 | Transfers In from General Fund   | (101,223.95)   |
| 600-000-490301 | Transfers In from CARITS Road    | (39,234.98)    |
| 600-000-490311 | Transfers In from Quimby Act     | (17,995.00)    |
| 600-251-950104 | Paseo De Valencia Pavement       | 227,782.80     |
| 600-251-950168 | Traffic Signal Improvements      | 39,234.98      |
| 600-252-950241 | General Park Renovations         | 17,995.00      |
| 600-255-950505 | Civic Center Improvements        | 58,361.00      |
| 600-255-950520 | Community Center Electrical      | 1,476.22       |
| Grand Total:   |                                  | 5,126,438.11   |

Project Account Summary

| Project Account Key | Payment Amount |
|---------------------|----------------|
| **None**            | 5,126,438.11   |
| Grand Total:        | 5,126,438.11   |



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Eric Hendrickson, Finance Director  
**Issue:** Treasurer's Investment Report for June 2025

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

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### **Background:**

The Treasurer's Investment Report for the month of June 2025 is submitted herewith. The City's total portfolio as of June 30, 2025, was \$31,358,335. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$31,242,871. Restricted cash and investments totaled \$115,464, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of June was \$111,325. Fiscal Year 2024/2025 year-to-date pooled cash interest earnings of \$1,429,677 are 151% of the annual budget of \$942,050.

The average yield on the City's total portfolio for the month of June was 4.28%, compared to the prior month of 4.28%. This past year, the Federal Reserve took actions to lower interest rates to combat inflation. The steady yield in June reflects the leveling off of these rate cuts. The City has budgeted conservatively in its expectation of interest earnings, and has built slight rate reductions into the revenue forecast.

**Fiscal Impact:**

There is no fiscal impact to receive and file this report.

**Attachments:**

1. Treasurer's Report June 2025

**City of Laguna Hills**  
**Treasurer's Investment Report**  
**June 2025**

|                                             | Current Month<br>Market Value | Current Month<br>Book Value | Prior Month<br>Book Value | Current<br>Month %<br>of<br>Portfolio | Maximum<br>Policy Limit | Yield to<br>Maturity for<br>Month<br>(Annualized) |
|---------------------------------------------|-------------------------------|-----------------------------|---------------------------|---------------------------------------|-------------------------|---------------------------------------------------|
| <b>Pooled Cash &amp; Investments</b>        |                               |                             |                           |                                       |                         |                                                   |
| BMO Checking & Money Market Accounts        | \$ 9,934,193                  | \$ 9,934,193                | \$ 10,858,449             | 32%                                   | 50%                     | 4.17%                                             |
| Petty Cash (City Hall)                      | 500                           | 500                         | 500                       | 0%                                    | n/a                     | 0.00%                                             |
| Fiscal Agent Cash - Employee FSA            | 13,760                        | 13,760                      | 13,760                    | 0%                                    | n/a                     | 0.00%                                             |
| State Local Agency Investment Fund (LAIF)   | 97,975                        | 97,892                      | 97,892                    | 0%                                    | 100%                    | 4.27%                                             |
| Investment Trust of California (CalTRUST)   | 21,196,526                    | 21,196,526                  | 21,120,753                | 68%                                   | 100%                    | 4.36%                                             |
|                                             | <u>31,242,954</u>             | <u>31,242,871</u>           | <u>32,091,354</u>         | <u>100%</u>                           |                         | <u>4.30%</u>                                      |
| <b>Restricted &amp; Designated Cash</b>     |                               |                             |                           |                                       |                         |                                                   |
| Fiscal Agent Cash - Essex Civic Center Mgmt | 115,464                       | 115,464                     | 109,385                   | n/a                                   | n/a                     | 0.00%                                             |
|                                             | <u>115,464</u>                | <u>115,464</u>              | <u>109,385</u>            |                                       |                         | <u>0.00%</u>                                      |
| <b>Totals</b>                               | <u>\$ 31,358,418</u>          | <u>\$ 31,358,335</u>        | <u>\$ 32,200,738</u>      |                                       |                         | <u>4.28%</u>                                      |

| <b>Pooled Cash &amp; Investment - Interest Earnings</b> |    |           |
|---------------------------------------------------------|----|-----------|
| For the month of June 2025                              | \$ | 111,325   |
| FY 2024-25 to Date                                      |    | 1,429,677 |
| FY 2024-25 Budget                                       |    | 942,050   |

**Certification:**

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on October 22, 2024. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.

  
 Eric Hendrickson  
 Finance Director/Deputy City Treasurer





# Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 6/30/2025

| ACCOUNT #                      | ACCOUNT NAME                                      | BEGINNING<br>BALANCE | CURRENT<br>ACTIVITY   | CURRENT<br>BALANCE   |
|--------------------------------|---------------------------------------------------|----------------------|-----------------------|----------------------|
| <b>CLAIM ON CASH</b>           |                                                   |                      |                       |                      |
| <a href="#">100-000-101100</a> | Claim on Cash - General Fund                      | 24,442,998.27        | (943,798.48)          | 23,499,199.79        |
| <a href="#">210-000-101210</a> | Claim on Cash - Gas Tax (HUTA)                    | 730,002.99           | 83,722.37             | 813,725.36           |
| <a href="#">211-000-101211</a> | Claim on Cash - Gas Tax (RMRA)                    | 878,431.58           | 73,318.20             | 951,749.78           |
| <a href="#">212-000-101212</a> | Claim on Cash - Measure M2                        | 146,660.15           | (14,811.23)           | 131,848.92           |
| <a href="#">214-000-101214</a> | Claim on Cash - AB 2766                           | 139,197.07           | (25,862.70)           | 113,334.37           |
| <a href="#">221-000-101221</a> | Claim on Cash - Senior Mobility Program           | 294,969.19           | (7,438.00)            | 287,531.19           |
| <a href="#">301-000-101301</a> | Claim on Cash - CARITS Road Fee Program           | 1,388,142.39         | (21,314.00)           | 1,366,828.39         |
| <a href="#">302-000-101302</a> | Claim on Cash - CDBG Grant                        | (132,213.74)         | (120,561.43)          | (252,775.17)         |
| <a href="#">305-000-101305</a> | Claim on Cash - Beverage Recycling                | 13,560.14            | -                     | 13,560.14            |
| <a href="#">306-000-101306</a> | Claim on Cash - Waste & Recycling Fee             | 91,906.99            | (205.80)              | 91,701.19            |
| <a href="#">307-000-101307</a> | Claim on Cash - C&D Forfeited Deposits            | 398,118.44           | -                     | 398,118.44           |
| <a href="#">309-000-101305</a> | Claim on Cash - SB1383 Grant                      | 22,424.19            | -                     | 22,424.19            |
| <a href="#">311-000-101310</a> | Claim on Cash - Quimby Act Park In-Lieu Fee (VALI | 1,968,012.59         | (43,016.18)           | 1,924,996.41         |
| <a href="#">312-000-101312</a> | Claim on Cash - CASp Fee                          | 36,316.23            | -                     | 36,316.23            |
| <a href="#">322-000-101322</a> | Claim on Cash - Water Conservation                | 384,566.87           | -                     | 384,566.87           |
| <a href="#">401-000-101401</a> | Claim on Cash - Public Art                        | 476,744.38           | -                     | 476,744.38           |
| <a href="#">421-000-101421</a> | Claim on Cash - SLESF                             | 125,435.15           | (37,750.00)           | 87,685.15            |
| <a href="#">451-000-101451</a> | Claim on Cash - Liability Self-Insurance          | 161,300.18           | -                     | 161,300.18           |
| <a href="#">452-000-101452</a> | Claim on Cash - Parks Equipment Maintenance       | 309,213.00           | -                     | 309,213.00           |
| <a href="#">454-000-101454</a> | Claim on Cash - Sports Complex Equipment Maint    | 66,200.46            | -                     | 66,200.46            |
| <a href="#">455-000-101455</a> | Claim on Cash - Community Center Equipment Ma     | 46,761.87            | -                     | 46,761.87            |
| <a href="#">456-000-101456</a> | Claim on Cash - Storm Drain / Slope Repair Reserv | 29,097.04            | -                     | 29,097.04            |
| <b>TOTAL CLAIM ON CASH</b>     |                                                   | <b>32,017,845.43</b> | <b>(1,057,717.25)</b> | <b>30,960,128.18</b> |

Reconciling items (outstanding checks and deposits in transit): 282,742.82

Pooled Cash & Investments Book Value: 31,242,871.00

## GENERAL FUND RESERVES (as of most recent audited year end 6/30/2024)

|                   |                   |
|-------------------|-------------------|
| Fund Balance Type |                   |
| Nonspendable      | 299,941           |
| Assigned          | 691,632           |
| Unassigned        | 23,776,892        |
| <b>Total</b>      | <b>24,768,465</b> |



ACCOUNT NUMBER: 0 [REDACTED]

STATEMENT PERIOD  
06/01/25 TO 06/30/25

PAGE: 1 OF 7

CITY OF LAGUNA HILLS  
GENERAL  
24035 EL TORO RD  
LAGUNA HILLS CA 92653-3103

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL

ACCOUNT NUMBER 0 [REDACTED]

SUMMARY STATEMENT, CHECKING PLUS MONEY MARKET FUNDS

|                       |               |
|-----------------------|---------------|
| BEGINNING BALANCE     | 10,858,448.90 |
| DEPOSITS              | 3,123,977.63  |
| WITHDRAWALS           | 4,083,785.35- |
| MUTUAL FUND DIVIDENDS | 35,551.67     |

ENDING BALANCE 9,934,192.85

SEE THE ENCLOSED CHECKING AND FUND STATEMENTS FOR DETAIL INFORMATION CONCERNING THIS ACCOUNT.  
FOR BILLING INFORMATION, SEE ACCOUNT ANALYSIS STATEMENT.

CHECKING ACCOUNT SUMMARY

|                           |               |
|---------------------------|---------------|
| YOUR PREVIOUS BALANCE WAS | 134.00        |
| 90 CUSTOMER DEPOSITS      | 1,023,767.87  |
| 140 OTHER WITHDRAWALS     | 1,983,575.59- |
| 7 SHARE PURCHASES         | 567,691.52-   |
| 13 SHARE REDEMPTIONS      | 1,532,518.24  |
| YOUR ENDING BALANCE WAS   | 5,153.00      |

TRANSACTIONS LISTED BY DATE POSTED

| DATE<br>POSTED | TRANSACTION DESCRIPTION                      | WITHDRAWALS<br>OTHER DEBITS | DEPOSITS<br>OTHER CREDITS |
|----------------|----------------------------------------------|-----------------------------|---------------------------|
| JUN 02         | ZERO BALANCE TXFR FROM DDA ACCT 0 [REDACTED] |                             | 1,985.00                  |
| JUN 02         | CCD AMS INC MERCH DEP 17730300707            |                             | 9,358.59                  |
| JUN 02         | REMOTE DEPOSIT                               |                             | 12,153.06                 |
| JUN 02         | INV CR TRANSFER                              |                             | 13,355.12                 |
| JUN 03         | CHECK DEPOSIT PACKAGE                        |                             | 42.00                     |
| JUN 03         | ZERO BALANCE TXFR FROM DDA ACCT 0 [REDACTED] |                             | 390.00                    |
| JUN 03         | CCD AMS INC MERCH DEP 17730300707            |                             | 875.17                    |
| JUN 03         | CCD AMS INC MERCH DEP 17730303701            |                             | 902.80                    |
| JUN 03         | INV DR TRANSFER                              | 5,875.81                    |                           |
| JUN 04         | CCD AMS INC MERCH DEP 17730303701            |                             | 209.80                    |



CalTRUST  
PO Box 2709  
Granite Bay, CA 95746  
www.caltrust.org  
Email: admin@caltrust.org  
Fax: 402-963-9094  
Phone: 833-CALTRUST (225-8787)

## Investment Account Summary

06/01/2025 through 06/30/2025

### SUMMARY OF INVESTMENTS

| Fund                                    | Account Number | Total Shares Owned | Net Asset Value per Share on Jun 30 (\$) | Value on Jun 30 (\$) | Average Cost Amount (\$) | Cumulative Change in Value (\$) |
|-----------------------------------------|----------------|--------------------|------------------------------------------|----------------------|--------------------------|---------------------------------|
| CITY OF LAGUNA HILLS                    |                |                    |                                          |                      |                          |                                 |
| CalTRUST Liquidity Fund                 |                | 21,196,526.000     | 1.00                                     | 21,196,526.00        | 21,196,526.00            | 0.00                            |
| Portfolios Total value as of 06/30/2025 |                |                    |                                          | 21,196,526.00        |                          |                                 |

### DETAIL OF TRANSACTION ACTIVITY

| Activity Description            | Activity Date | Amount (\$)          | Amount in Shares | Balance in Shares | Price per Share (\$) | Balance (\$)  | Average Cost Amt (\$) | Realized Gain/(Loss) (\$) |
|---------------------------------|---------------|----------------------|------------------|-------------------|----------------------|---------------|-----------------------|---------------------------|
| CalTRUST Liquidity Fund         |               | CITY OF LAGUNA HILLS |                  |                   | Account Number:      |               |                       |                           |
| Beginning Balance               | 06/01/2025    |                      |                  | 21,120,752.910    | 1.00                 | 21,120,752.91 |                       |                           |
| Accrual Income Div Reinvestment | 06/30/2025    | 75,773.09            | 75,773.090       | 21,196,526.000    | 1.00                 | 21,196,526.00 | 0.00                  | 0.00                      |
| Change in Value                 |               |                      |                  |                   |                      | 0.00          |                       |                           |
| Closing Balance as of           | Jun 30        |                      |                  | 21,196,526.000    | 1.00                 | 21,196,526.00 |                       |                           |

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

July 09, 2025

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER  
24035 EL TORO ROAD  
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number: XXXXXXXXXX

June 2025 Statement

**Account Summary**

|                   |      |                    |           |
|-------------------|------|--------------------|-----------|
| Total Deposit:    | 0.00 | Beginning Balance: | 97,891.74 |
| Total Withdrawal: | 0.00 | Ending Balance:    | 97,891.74 |



# Invesco Treasury Portfolio

## Short-Term Investments Trust

Data as of June 30, 2025  
Corporate Class

### Fund Information

|                                        |                 |
|----------------------------------------|-----------------|
| Inception                              | August 01, 2005 |
| CUSIP                                  | 825252570       |
| NASDAQ                                 | TYCXX           |
| Total Net Assets                       | \$46.10 billion |
| Reflects all classes of the portfolio. |                 |
| Weighted Average Maturity (WAM)        | 11 days         |
| Weighted Average Life (WAL)            | 108 days        |

### SEC Portfolio Liquidity Requirements (%)

|       |       |
|-------|-------|
| 1-day | 74.11 |
| 7-day | 96.69 |

### Ratings<sup>2</sup>

|                   |        |
|-------------------|--------|
| Standard & Poor's | AAAm   |
| Moody's           | Aaa-mf |
| Fitch Ratings     | AAAmf  |

### NAIC Requirements

National Association of Insurance Commissioners (NAIC)  
Meets NAIC requirement of a 0% capital reserve for a purchase by insurance companies.

### Management Team

Laurie Brignac, Joe Madrid, Brandon Maitre,  
Justin Mandeville, Marques Mercier, Wesley Rager,  
Jennifer Brown, Ripal Tilara, and Bryn Zinser

All data provided by Invesco unless otherwise stated.

1 iMoneyNet, Inc. is an independent mutual fund performance monitor. The U.S. Treasury & Repo Institutional Category is an unmanaged group of money market funds with similar investment objectives and pricing structures as the Corporate Class of the Invesco Treasury Portfolio. iMoneyNet performance figures represent the category average. An investment cannot be made into the category.

2 A credit rating is an assessment provided by Nationally Recognized Statistical Ratings Organization (NRSRO) of the creditworthiness of an issuer with respect to debt obligations, including specific securities, money market instruments or other debts. Fund ratings are subject to change and are based on several factors, including an analysis of a portfolio's overall credit quality, market price exposure and management. Fund ratings are provided to indicate the creditworthiness of the underlying holdings in the portfolio and offer a forward-looking opinion about fixed income funds' capacity to maintain stable principal (net asset value). The ratings will generally range from AAA (highest) to D (lowest). For more information on rating methodologies, please visit the following NRSRO websites: [www.standardandpoors.com](http://www.standardandpoors.com) and select "Understanding Ratings" under Rating Resources on the homepage; [www.moodys.com](http://www.moodys.com) and select "Rating Methodologies" under Research and Ratings on the homepage; [www.fitchratings.com](http://www.fitchratings.com) and select "Ratings Definitions" on the homepage. @FSIA\_CashDisclosureLeft:

3 Portfolio composition is subject to change. An investment category listed with "other" in the name indicates that the underlying holdings did not fall into the SEC's more narrowly defined investment categories.

**You could lose money by investing in the Fund. Although the Fund seeks to preserve your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.**

### Investment Objective

Provide current income consistent with preservation of capital and liquidity.

### Permissible Investments

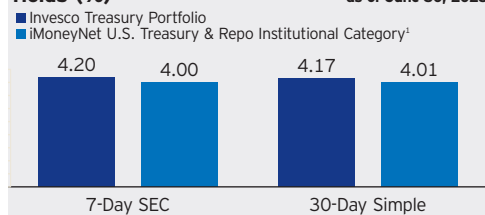
The fund pursues its objective by investing primarily in short-term, high-credit-quality money market instruments. These instruments are direct obligations of the US Treasury and repurchase agreements backed by Treasury obligations.

### Fund Highlights

- The portfolio management team follows a conservative investment process with respect to minimal credit risk, interest rate risk and liquidity.
- The fund is designed for short- to medium-term cash investments, operating cash, cash sweeps and the liquidity components of investment portfolios.
- The fund aims to preserve capital, maintain liquidity and produce a competitive yield.

### Yields (%)

as of June 30, 2025

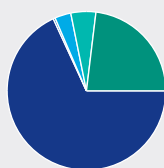


The performance data quoted represents past performance. Past performance does not guarantee future results and current performance may be lower or higher than the performance data quoted above. The investment return and principal value of your investment will fluctuate so that your shares, when redeemed, may be worth more or less than their original cost. You may obtain performance data current to the most recent month-end by visiting [invesco.com](http://invesco.com). The SEC yield listed reflects fee waivers and/or expense reimbursements in effect for the period. Had the Adviser not waived fees and/or reimbursed expenses, your 7-day SEC yield would have been 4.17%. Average annual total returns reflect reinvested distributions, net of expenses for the periods. The 7-day SEC yield more closely reflects the current earnings of the fund than the total returns shown.

### Portfolio Composition (%) <sup>3</sup>

| SEC Investment Category            | (%)  |
|------------------------------------|------|
| U.S. Treasury Repurchase Agreement | 69.5 |
| U.S. Treasury Debt                 | 30.5 |

### Maturity Schedule (%)



Maturity schedule is based on weighted average maturity and is subject to change.

### Average Annual Total Returns (%)

as of June 30, 2025

| Period    | (%)  |
|-----------|------|
| Inception | 1.59 |
| 10 Years  | 1.87 |
| 5 Years   | 2.75 |
| 3 Years   | 4.56 |
| 1 Year    | 4.61 |

### Simple Monthly Yields

as of June 30, 2025

| Period    | (%)  |
|-----------|------|
| June 2025 | 4.17 |
| May       | 4.19 |
| April     | 5.14 |
| March     | 4.21 |
| February  | 4.24 |
| January   | 4.26 |
| December  | 4.41 |
| November  | 4.56 |
| October   | 4.70 |
| September | 4.95 |
| August    | 5.13 |
| July 2024 | 5.17 |

30-day simple and simple monthly yield are the sum of the distribution rates for the number of days in the yield period annualized by 365 and divided by net asset value (NAV).

This does not constitute a recommendation of any investment strategy or product for a particular investor. Investors should consult a financial professional before making any investment decisions.

**NOT A DEPOSIT | NOT FDIC-INSURED | NOT GUARANTEED BY THE BANK |  
MAY LOSE VALUE | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

**This report must be accompanied or preceded by a currently effective fund prospectus, which contains more complete information, including fees and expenses. Read it carefully before investing.**



Account number: [REDACTED]  
Account name: CITY OF LAGUNA HILLS

## Yield and NAV

Fund Name  
CalTRUST Liquidity Fund

Start Date - End Date  
6/30/2025 – 6/30/2025



Export (1)

| Period Date | NAV    | Income       | Shares            | Net Assets         | Daily Yield | 7 day AVG Yield |
|-------------|--------|--------------|-------------------|--------------------|-------------|-----------------|
| 6/30/25     | \$1.00 | \$328,029.95 | 2,746,384,878.630 | \$2,746,418,037.58 | 4.36%       | 4.36%           |





## PMIA/LAIF Performance Report as of 07/09/25



### Quarterly Performance Quarter Ended 3/31/25

|                                            |                     |
|--------------------------------------------|---------------------|
| LAIF Apportionment Rate <sup>(2)</sup> :   | 4.48                |
| LAIF Earnings Ratio <sup>(2)</sup> :       | 0.00012266258268207 |
| LAIF Administrative Cost <sup>(1)*</sup> : | 0.26                |
| LAIF Fair Value Factor <sup>(1)</sup> :    | 1.000849191         |
| PMIA Daily <sup>(1)</sup> :                | 4.30                |
| PMIA Quarter to Date <sup>(1)</sup> :      | 4.34                |
| PMIA Average Life <sup>(1)</sup> :         | 244                 |

### PMIA Average Monthly Effective Yields<sup>(1)</sup>

|          |       |
|----------|-------|
| June     | 4.269 |
| May      | 4.272 |
| April    | 4.281 |
| March    | 4.313 |
| February | 4.333 |
| January  | 4.366 |

### Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 5/31/25 \$166.7 billion

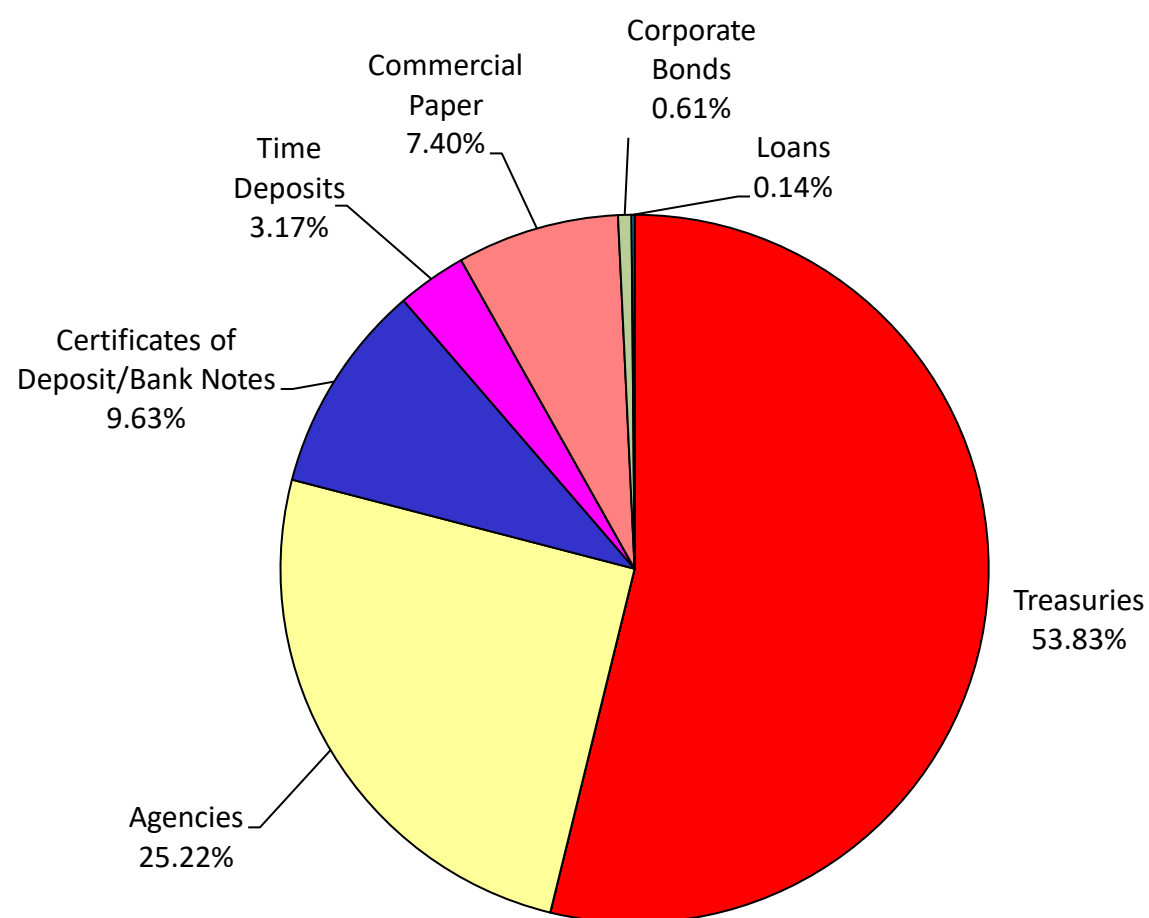


Chart does not include \$1,087,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Eric Hendrickson, Finance Director  
**Issue:** Treasurer's Investment Report for July 2025

---

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

---

### **Background:**

The Treasurer's Investment Report for the month of July 2025 is submitted herewith. The City's total portfolio as of July 31, 2025, was \$28,070,206. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$27,939,762. Restricted cash and investments totaled \$130,445, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of July was \$108,606. Fiscal Year 2025/2026 year-to-date pooled cash interest earnings of \$108,606 are 13% of the annual budget of \$828,600.

The average yield on the City's total portfolio for the month of July was 4.31%, compared to the prior month of 4.28%. The steady yield in July, as compared to the past few months, reflects a cautious approach by the Federal Reserve to hold interest rates in place. The City has budgeted conservatively in its expectation of interest earnings, and has built slight rate reductions into the revenue forecast.

### **Fiscal Impact:**

There is no fiscal impact to receive and file this report.

**Attachments:**

1. Treasurer's Report July 2025

**City of Laguna Hills**  
**Treasurer's Investment Report**  
**July 2025**

|                                             | Current Month<br>Market Value | Current Month<br>Book Value | Prior Month<br>Book Value | Current<br>Month %<br>of<br>Portfolio | Maximum<br>Policy Limit | Yield to<br>Maturity for<br>Month<br>(Annualized) |
|---------------------------------------------|-------------------------------|-----------------------------|---------------------------|---------------------------------------|-------------------------|---------------------------------------------------|
| <b>Pooled Cash &amp; Investments</b>        |                               |                             |                           |                                       |                         |                                                   |
| BMO Checking & Money Market Accounts        | \$ 6,563,438                  | \$ 6,563,438                | \$ 9,934,193              | 23%                                   | 50%                     | 4.19%                                             |
| Petty Cash (City Hall)                      | 500                           | 500                         | 500                       | 0%                                    | n/a                     | 0.00%                                             |
| Fiscal Agent Cash - Employee FSA            | 1,700                         | 1,700                       | 13,760                    | 0%                                    | n/a                     | 0.00%                                             |
| State Local Agency Investment Fund (LAIF)   | 99,083                        | 98,964                      | 97,892                    | 0%                                    | 100%                    | 4.26%                                             |
| Investment Trust of California (CalTRUST)   | 21,275,160                    | 21,275,160                  | 21,196,526                | 76%                                   | 100%                    | 4.37%                                             |
|                                             | <u>27,939,880</u>             | <u>27,939,762</u>           | <u>31,242,871</u>         | <u>100%</u>                           |                         | <u>4.33%</u>                                      |
| <b>Restricted &amp; Designated Cash</b>     |                               |                             |                           |                                       |                         |                                                   |
| Fiscal Agent Cash - Essex Civic Center Mgmt | 130,445                       | 130,445                     | 115,464                   | n/a                                   | n/a                     | 0.00%                                             |
|                                             | <u>130,445</u>                | <u>130,445</u>              | <u>115,464</u>            |                                       |                         | <u>0.00%</u>                                      |
| <b>Totals</b>                               | <u>\$ 28,070,325</u>          | <u>\$ 28,070,206</u>        | <u>\$ 31,358,335</u>      |                                       |                         | <u>4.31%</u>                                      |

| <b>Pooled Cash &amp; Investment - Interest Earnings</b> |    |         |
|---------------------------------------------------------|----|---------|
| For the month of July 2025                              | \$ | 108,606 |
| FY 2025-26 to Date                                      |    | 108,606 |
| FY 2025-26 Budget                                       |    | 828,600 |

**Certification:**

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on October 22, 2024. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.

  
Eric Hendrickson  
Finance Director/Deputy City Treasurer



# Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 7/31/2025

| ACCOUNT #                      | ACCOUNT NAME                                      | BEGINNING<br>BALANCE | CURRENT<br>ACTIVITY   | CURRENT<br>BALANCE   |
|--------------------------------|---------------------------------------------------|----------------------|-----------------------|----------------------|
| <b>CLAIM ON CASH</b>           |                                                   |                      |                       |                      |
| <a href="#">100-000-101100</a> | Claim on Cash - General Fund                      | 23,499,199.79        | (3,153,421.53)        | 20,345,778.26        |
| <a href="#">210-000-101210</a> | Claim on Cash - Gas Tax (HUTA)                    | 813,725.36           | 75,555.24             | 889,280.60           |
| <a href="#">211-000-101211</a> | Claim on Cash - Gas Tax (RMRA)                    | 951,749.78           | (114,651.35)          | 837,098.43           |
| <a href="#">212-000-101212</a> | Claim on Cash - Measure M2                        | 131,848.92           | 118,914.59            | 250,763.51           |
| <a href="#">214-000-101214</a> | Claim on Cash - AB 2766                           | 113,334.37           | -                     | 113,334.37           |
| <a href="#">221-000-101221</a> | Claim on Cash - Senior Mobility Program           | 287,531.19           | 435.84                | 287,967.03           |
| <a href="#">301-000-101301</a> | Claim on Cash - CARITS Road Fee Program           | 1,366,828.39         | (39,234.98)           | 1,327,593.41         |
| <a href="#">302-000-101302</a> | Claim on Cash - CDBG Grant                        | (252,775.17)         | -                     | (252,775.17)         |
| <a href="#">305-000-101305</a> | Claim on Cash - Beverage Recycling                | 13,560.14            | -                     | 13,560.14            |
| <a href="#">306-000-101306</a> | Claim on Cash - Waste & Recycling Fee             | 91,701.19            | 15,360.17             | 107,061.36           |
| <a href="#">307-000-101307</a> | Claim on Cash - C&D Forfeited Deposits            | 398,118.44           | -                     | 398,118.44           |
| <a href="#">309-000-101305</a> | Claim on Cash - SB1383 Grant                      | 22,424.19            | -                     | 22,424.19            |
| <a href="#">311-000-101310</a> | Claim on Cash - Quimby Act Park In-Lieu Fee (VALI | 1,924,996.41         | (17,995.00)           | 1,907,001.41         |
| <a href="#">312-000-101312</a> | Claim on Cash - CASp Fee                          | 36,316.23            | 442.80                | 36,759.03            |
| <a href="#">322-000-101322</a> | Claim on Cash - Water Conservation                | 384,566.87           | -                     | 384,566.87           |
| <a href="#">401-000-101401</a> | Claim on Cash - Public Art                        | 476,744.38           | -                     | 476,744.38           |
| <a href="#">421-000-101421</a> | Claim on Cash - SLESF                             | 87,685.15            | -                     | 87,685.15            |
| <a href="#">451-000-101451</a> | Claim on Cash - Liability Self-Insurance          | 161,300.18           | -                     | 161,300.18           |
| <a href="#">452-000-101452</a> | Claim on Cash - Parks Equipment Maintenance       | 309,213.00           | -                     | 309,213.00           |
| <a href="#">454-000-101454</a> | Claim on Cash - Sports Complex Equipment Maint    | 66,200.46            | -                     | 66,200.46            |
| <a href="#">455-000-101455</a> | Claim on Cash - Community Center Equipment Ma     | 46,761.87            | -                     | 46,761.87            |
| <a href="#">456-000-101456</a> | Claim on Cash - Storm Drain / Slope Repair Reserv | 29,097.04            | -                     | 29,097.04            |
| <b>TOTAL CLAIM ON CASH</b>     |                                                   | <b>30,960,128.18</b> | <b>(3,114,594.22)</b> | <b>27,845,533.96</b> |

Reconciling items (outstanding checks and deposits in transit): 94,228.04

Pooled Cash & Investments Book Value: 27,939,762.00

## GENERAL FUND RESERVES (as of most recent audited year end 6/30/2024)

|                   |                   |
|-------------------|-------------------|
| Fund Balance Type |                   |
| Nonspendable      | 299,941           |
| Assigned          | 691,632           |
| Unassigned        | 23,776,892        |
| <b>Total</b>      | <b>24,768,465</b> |



ACCOUNT NUMBER: [REDACTED]

STATEMENT PERIOD  
07/01/25 TO 07/31/25

PAGE: 1 OF 8

CITY OF LAGUNA HILLS  
GENERAL  
24035 EL TORO RD  
LAGUNA HILLS CA 92653-3103

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL

ACCOUNT NUMBER [REDACTED]

SUMMARY STATEMENT, CHECKING PLUS MONEY MARKET FUNDS

|                       |               |
|-----------------------|---------------|
| BEGINNING BALANCE     | 9,934,192.85  |
| DEPOSITS              | 5,736,423.99  |
| WITHDRAWALS           | 9,137,150.60- |
| MUTUAL FUND DIVIDENDS | 29,971.99     |

ENDING BALANCE 6,563,438.23

SEE THE ENCLOSED CHECKING AND FUND STATEMENTS FOR DETAIL INFORMATION CONCERNING THIS ACCOUNT.  
FOR BILLING INFORMATION, SEE ACCOUNT ANALYSIS STATEMENT.

CHECKING ACCOUNT SUMMARY

|                           |               |
|---------------------------|---------------|
| YOUR PREVIOUS BALANCE WAS | 5,153.00      |
| 116 CUSTOMER DEPOSITS     | 1,733,865.96  |
| 177 OTHER WITHDRAWALS     | 5,134,592.57- |
| 4 SHARE PURCHASES         | 248,281.21-   |
| 18 SHARE REDEMPTIONS      | 3,754,276.82  |
| YOUR ENDING BALANCE WAS   | 110,422.00    |

TRANSACTIONS LISTED BY DATE POSTED

| DATE<br>POSTED | TRANSACTION DESCRIPTION                    | WITHDRAWALS<br>OTHER DEBITS | DEPOSITS<br>OTHER CREDITS |
|----------------|--------------------------------------------|-----------------------------|---------------------------|
| JUL 01         | CCD AMS INC MERCH DEP 17730303701          |                             | 30.00                     |
| JUL 01         | CCD AMS INC MERCH DEP 17730303701          |                             | 30.00                     |
| JUL 01         | CHECK DEPOSIT PACKAGE                      |                             | 40.00                     |
| JUL 01         | ZERO BALANCE TXFR FROM DDA ACCT [REDACTED] |                             | 70.00                     |
| JUL 01         | CCD AMS INC MERCH DEP 17730300707          |                             | 244.57                    |
| JUL 01         | CCD AMS INC MERCH DEP 17730300707          |                             | 288.75                    |
| JUL 01         | CCD AMS INC MERCH DEP 17730303701          |                             | 902.60                    |
| JUL 01         | CCD AMS INC MERCH DEP 17730300707          |                             | 1,017.29                  |
| JUL 01         | REMOTE DEPOSIT                             |                             | 62,648.12                 |
| JUL 01         | INV CR TRANSFER                            |                             | 210,571.65                |





CalTRUST  
 PO Box 2709  
 Granite Bay, CA 95746  
 www.caltrust.org  
 Email: admin@caltrust.org  
 Fax: 402-963-9094  
 Phone: 833-CALTRUST (225-8787)

## Investment Account Summary

07/01/2025 through 07/31/2025

### SUMMARY OF INVESTMENTS

| Fund                                    | Account Number | Total Shares Owned | Net Asset Value per Share on Jul 31 (\$) | Value on Jul 31 (\$) | Average Cost Amount (\$) | Cumulative Change in Value (\$) |
|-----------------------------------------|----------------|--------------------|------------------------------------------|----------------------|--------------------------|---------------------------------|
| CITY OF LAGUNA HILLS                    |                |                    |                                          |                      |                          |                                 |
| CalTRUST Liquidity Fund                 |                | 21,275,159.640     | 1.00                                     | 21,275,159.64        | 21,275,159.64            | 0.00                            |
| Portfolios Total value as of 07/31/2025 |                |                    |                                          | 21,275,159.64        |                          |                                 |

### DETAIL OF TRANSACTION ACTIVITY

| Activity Description            | Activity Date | Amount (\$)          | Amount in Shares | Balance in Shares | Price per Share (\$) | Balance (\$)  | Average Cost Amt (\$) | Realized Gain/(Loss) (\$) |
|---------------------------------|---------------|----------------------|------------------|-------------------|----------------------|---------------|-----------------------|---------------------------|
| CalTRUST Liquidity Fund         |               | CITY OF LAGUNA HILLS |                  |                   | Account Number:      |               |                       |                           |
| Beginning Balance               | 07/01/2025    |                      |                  | 21,196,526.000    | 1.00                 | 21,196,526.00 |                       |                           |
| Accrual Income Div Reinvestment | 07/31/2025    | 78,633.64            | 78,633.640       | 21,275,159.640    | 1.00                 | 21,275,159.64 | 0.00                  | 0.00                      |
| Change in Value                 |               |                      |                  |                   |                      | 0.00          |                       |                           |
| Closing Balance as of           | Jul 31        |                      |                  | 21,275,159.640    | 1.00                 | 21,275,159.64 |                       |                           |

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

August 06, 2025

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER  
24035 EL TORO ROAD  
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number: [REDACTED]

July 2025 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount   |
|----------------|------------------|-----------|----------------|--------------------|-------------------|----------|
| 7/15/2025      | 7/14/2025        | QRD       | 1779925        | N/A                | SYSTEM            | 1,072.51 |

Account Summary

|                   |          |                    |           |
|-------------------|----------|--------------------|-----------|
| Total Deposit:    | 1,072.51 | Beginning Balance: | 97,891.74 |
| Total Withdrawal: | 0.00     | Ending Balance:    | 98,964.25 |



# Invesco Treasury Portfolio

## Short-Term Investments Trust

Data as of July 31, 2025  
Corporate Class

### Fund Information

|                                        |                 |
|----------------------------------------|-----------------|
| Inception                              | August 01, 2005 |
| CUSIP                                  | 825252570       |
| NASDAQ                                 | TYCXX           |
| Total Net Assets                       | \$48.16 billion |
| Reflects all classes of the portfolio. |                 |
| Weighted Average Maturity (WAM)        | 21 days         |
| Weighted Average Life (WAL)            | 110 days        |

### SEC Portfolio Liquidity Requirements (%)

|       |       |
|-------|-------|
| 1-day | 68.49 |
| 7-day | 95.79 |

### Ratings<sup>2</sup>

|                   |        |
|-------------------|--------|
| Standard & Poor's | AAAm   |
| Moody's           | Aaa-mf |
| Fitch Ratings     | AAAmf  |

### NAIC Requirements

National Association of Insurance Commissioners (NAIC)  
Meets NAIC requirement of a 0% capital reserve for a purchase by insurance companies.

### Management Team

Laurie Brignac, Joe Madrid, Brandon Maitre,  
Justin Mandeville, Marques Mercier, Wesley Rager,  
Jennifer Brown, Ripal Tilara, and Bryn Zinser

All data provided by Invesco unless otherwise stated.

1 iMoneyNet, Inc. is an independent mutual fund performance monitor. The U.S. Treasury & Repo Institutional Category is an unmanaged group of money market funds with similar investment objectives and pricing structures as the Corporate Class of the Invesco Treasury Portfolio. iMoneyNet performance figures represent the category average. An investment cannot be made into the category.

2 A credit rating is an assessment provided by Nationally Recognized Statistical Ratings Organization (NRSRO) of the creditworthiness of an issuer with respect to debt obligations, including specific securities, money market instruments or other debts. Fund ratings are subject to change and are based on several factors, including an analysis of a portfolio's overall credit quality, market price exposure and management. Fund ratings are provided to indicate the creditworthiness of the underlying holdings in the portfolio and offer a forward-looking opinion about fixed income funds' capacity to maintain stable principal (net asset value). The ratings will generally range from AAA (highest) to D (lowest). For more information on rating methodologies, please visit the following NRSRO websites: [www.standardandpoors.com](http://www.standardandpoors.com) and select "Understanding Ratings" under Rating Resources on the homepage; [www.moody.com](http://www.moody.com) and select "Rating Methodologies" under Research and Ratings on the homepage; [www.fitchratings.com](http://www.fitchratings.com) and select "Ratings Definitions" on the homepage. @FSIA\_CashDisclosureLeft:

3 Portfolio composition is subject to change. An investment category listed with "other" in the name indicates that the underlying holdings did not fall into the SEC's more narrowly defined investment categories.

**You could lose money by investing in the Fund. Although the Fund seeks to preserve your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.**

### Investment Objective

Provide current income consistent with preservation of capital and liquidity.

### Permissible Investments

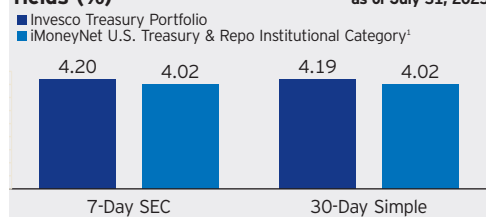
The fund pursues its objective by investing primarily in short-term, high-credit-quality money market instruments. These instruments are direct obligations of the US Treasury and repurchase agreements backed by Treasury obligations.

### Fund Highlights

- The portfolio management team follows a conservative investment process with respect to minimal credit risk, interest rate risk and liquidity.
- The fund is designed for short- to medium-term cash investments, operating cash, cash sweeps and the liquidity components of investment portfolios.
- The fund aims to preserve capital, maintain liquidity and produce a competitive yield.

### Yields (%)

as of July 31, 2025

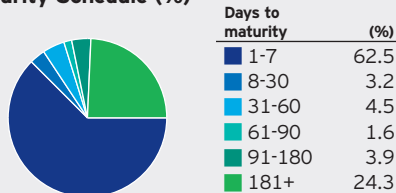


The performance data quoted represents past performance. Past performance does not guarantee future results and current performance may be lower or higher than the performance data quoted above. The investment return and principal value of your investment will fluctuate so that your shares, when redeemed, may be worth more or less than their original cost. You may obtain performance data current to the most recent month-end by visiting [invesco.com](http://invesco.com). The SEC yield listed reflects fee waivers and/or expense reimbursements in effect for the period. Had the Adviser not waived fees and/or reimbursed expenses, your 7-day SEC yield would have been 4.17%. Average annual total returns reflect reinvested distributions, net of expenses for the periods. The 7-day SEC yield more closely reflects the current earnings of the fund than the total returns shown.

### Portfolio Composition (%) <sup>3</sup>

| SEC Investment Category            | (%)  |
|------------------------------------|------|
| U.S. Treasury Repurchase Agreement | 68.1 |
| U.S. Treasury Debt                 | 31.9 |

### Maturity Schedule (%)



Maturity schedule is based on weighted average maturity and is subject to change.

### Average Annual Total Returns (%)

as of July 31, 2025

| Period    | (%)  |
|-----------|------|
| Inception | 1.60 |
| 10 Years  | 1.91 |
| 5 Years   | 2.82 |
| 3 Years   | 4.64 |
| 1 Year    | 4.53 |

### Simple Monthly Yields

as of July 31, 2025

| Period      | (%)  |
|-------------|------|
| July 2025   | 4.19 |
| June        | 4.17 |
| May         | 4.19 |
| April       | 5.14 |
| March       | 4.21 |
| February    | 4.24 |
| January     | 4.26 |
| December    | 4.41 |
| November    | 4.56 |
| October     | 4.70 |
| September   | 4.95 |
| August 2024 | 5.13 |

30-day simple and simple monthly yield are the sum of the distribution rates for the number of days in the yield period annualized by 365 and divided by net asset value (NAV).

This does not constitute a recommendation of any investment strategy or product for a particular investor. Investors should consult a financial professional before making any investment decisions.

**NOT A DEPOSIT | NOT FDIC-INSURED | NOT GUARANTEED BY THE BANK | MAY LOSE VALUE | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

**This report must be accompanied or preceded by a currently effective fund prospectus, which contains more complete information, including fees and expenses. Read it carefully before investing.**



Account number: [REDACTED]  
Account name: CITY OF LAGUNA HILLS

## Yield and NAV

Fund Name  
CalTRUST Liquidity Fund

Start Date - End Date  
7/31/2025 – 7/31/2025



Export (1)

| Period Date | NAV    | Income       | Shares            | Net Assets         | Daily Yield | 7 day AVG Yield |
|-------------|--------|--------------|-------------------|--------------------|-------------|-----------------|
| 7/31/25     | \$1.00 | \$281,096.39 | 2,346,568,973.400 | \$2,346,612,699.83 | 4.37%       | 4.37%           |



# PMIA/LAIF Performance Report as of 08/06/25



## Quarterly Performance Quarter Ended 6/30/25

|                                            |                     |
|--------------------------------------------|---------------------|
| LAIF Apportionment Rate <sup>(2)</sup> :   | 4.40                |
| LAIF Earnings Ratio <sup>(2)</sup> :       | 0.00012059828906715 |
| LAIF Administrative Cost <sup>(1)*</sup> : | 0.18                |
| LAIF Fair Value Factor <sup>(1)</sup> :    | 1.001198310         |
| PMIA Daily <sup>(1)</sup> :                | 4.26                |
| PMIA Quarter to Date <sup>(1)</sup> :      | 4.27                |
| PMIA Average Life <sup>(1)</sup> :         | 248                 |

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

|          |       |
|----------|-------|
| July     | 4.258 |
| June     | 4.269 |
| May      | 4.272 |
| April    | 4.281 |
| March    | 4.313 |
| February | 4.333 |

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 6/30/25 \$178.1 billion

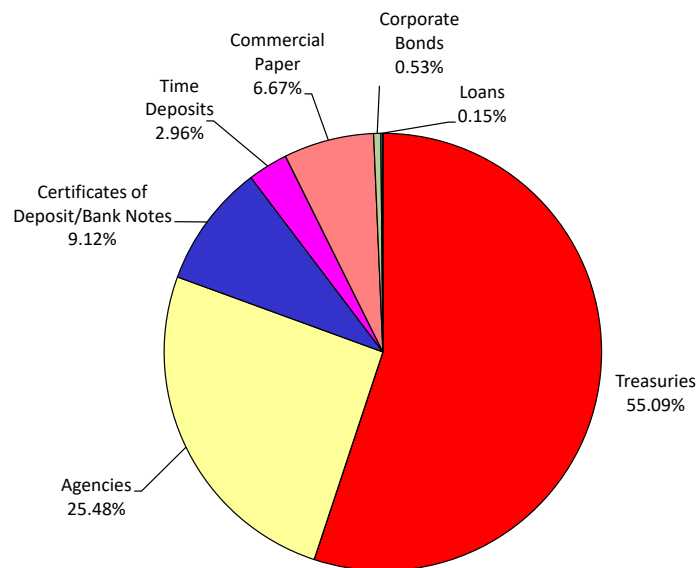


Chart does not include \$1,063,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

\*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Jennifer Lee, City Clerk  
**Issue:** Excused Absence Request from Council Member Pezold for the June 24, 2025, and July 8, 2025, City Council Regular Meetings

---

**Recommendation:** That the City Council approve an excused absence request from Council Member Pezold for the June 24, 2025, City Council regular meeting due to an illness and the July 8, 2025, City Council regular meeting due to a family emergency.

---

### **Background:**

Council Member Pezold has submitted a letter requesting that the City Council take action to excuse her absences from the June 24, 2025, City Council regular meeting due to an illness and the July 8, 2025, City Council regular meeting due to a family emergency. A copy of Council Member Pezold's letter request, dated July 31, 2025, is attached hereto for review. City staff recommends that the City Council take action to excuse both absences for the stated reasons, as requested by Council Member Pezold.

For purposes of clarification, there were no regularly scheduled City Council meetings on July 22, 2025, or August 12, 2025.

### **Fiscal Impact:**

There is no fiscal impact associated with this item.

### **Attachments:**

1. Excused Absence Request Submitted by Council Member Pezold





Erica Pezold, Laguna Hills Councilwoman

24035 El Toro Road, Laguna Hills, CA 92653

July 31, 2025

Mayor Sweeney & Members of the Laguna Hills City Council

24035 El Toro Road, Laguna Hills, CA 92653

**Mayor Sweeney & Members of the Laguna Hills City Council,**

I am formally requesting that the City Council please excuse my two absences, which occurred on Tuesday, June 24, 2025 (a regular meeting) and Tuesday, July 8, 2025 (a regular meeting). The City of Laguna Hills was "Dark," i.e., the City Council canceled the meetings, for July 22 and August 12.

I could not attend the first meeting due to possible COVID-19 exposure from traveling, along with mirrored symptoms of the new strain. In an abundance of caution, I did not attend.

I missed the second meeting due to a family emergency.

By government code 36513(a), the last meeting I attended was the Tuesday, June 17th City Council Special Meeting. I resumed my duties through phone calls with various staff members in addition to attending a TCA meeting on July 23, @ 10:45. In addition, I will be present for the August 26 regular meeting.

Sincerely,

Councilwoman Erica Pezold, City of Laguna Hills



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Jennifer Lee, City Clerk  
**Issue:** Designation of Voting Delegate for League of California Cities Annual Conference

---

**Recommendation:** That the City Council appoint the Mayor as the Voting Delegate and appoint the Mayor Pro Tempore as the Voting Delegate Alternate for the League of California Cities Annual Conference.

---

### Background:

The [Annual Conference for the League of California Cities](#) (Cal Cities) is scheduled for Wednesday, October 8, 2025, through Friday, October 10, 2025, in Long Beach. An important part of the Annual Conference is the General Assembly scheduled for 8:30 a.m. on Friday, October 10, 2025. At this meeting, the Cal Cities membership will consider and take actions on resolutions that establish Cal Cities policy. Cal Cities by-laws provide that each city is entitled to one vote on matters affecting municipal or Cal Cities policy. The attached 2025 Voting Delegates Packet includes information on the process and provides procedures for voting at the Annual Conference.

In order to vote at the General Assembly, the City Council must designate a voting delegate and, if so desired, up to two (2) voting delegate alternates. A voting delegate is a council-appointed city official, elected or appointed, who represents their city at the General Assembly. The city's delegates must be submitted to Cal Cities no later than Wednesday, September 24, 2025. The City Council reviewed and reaffirmed the Mayor as the Voting Delegate and the Mayor Pro Tempore as the alternate along with all the City Council "Other Agencies" appointed representatives in January 2025. It is now appropriate to appoint the Mayor as the Voting Delegate and the Mayor Pro Tempore as the Voting Delegate Alternate.

**Fiscal Impact:**

Conference registration is required to attend and participate in the General Assembly. The cost to attend the full conference is \$725 for a city official of a member city and \$1,725 for a city official of a non-member city. One day registration fees are \$375 for member cities and \$1,375 for non-member cities. The costs for registration, travel, and lodging for the conference will be covered by training, conferences, and meetings account in the approved FY2025/26 budget.

**Attachments:**

1. 2025 Cal Cities Voting Delegate Information Packet



Council Action Advised by September 24, 2025

**DATE: Wednesday, July 16, 2025**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference and Expo, Oct. 8-10, 2025**  
**Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly



## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).





## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Joe Ames, Interim City Manager  
**Issue:** Assignment and Assumption of Lease and Third Amendment to Lease Agreement with Banc of California, a California State-Chartered Bank, for 24033 El Toro Road, Suite 130, Laguna Hills, California

---

**Recommendation:** That the City Council: 1. Approve the proposed assignment and assumption agreement for 24033 El Toro Road, Suite 130, Laguna Hills, California; 2. Approve the third amendment to the lease agreement with Banc of California, a California state-chartered bank, for 24033 El Toro Road, Suite 130, Laguna Hills, California; and 3. Authorize the Interim City Manager to make minor modifications, as necessary, to the assignment and assumption agreement and to the third amendment to the lease agreement and to execute both agreements.

---

### Background:

City staff and the Civic Center property management company, Essex Realty Management, Inc., have negotiated a five-year lease renewal with Banc of California, a California state-chartered bank, for 24033 El Toro Road, Suite 130, Laguna Hills, California. Banc of California currently operates a bank, and has been leasing space in the Civic Center since 2015. The current lease was executed on or about April 28, 2020 for a five-year period starting November 1, 2020 and expiring October 31, 2025. The third amendment to the lease has been included as an attachment to this staff report. City staff is recommending approval of the lease amendment. As part of the third amendment to the lease, City staff is also recommending approval of the assignment and assumption agreement to allow for Banc of California to change its official name as lessor from "Banc of California, a National Association" to "Banc of California, a California state-chartered bank."

**CEQA Findings:**

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

**Fiscal Impact:**

The following is a summary of the key lease terms and financial analysis:

|                                |                                      |
|--------------------------------|--------------------------------------|
| Commencement Date:             | November 1, 2025                     |
| Term:                          | Sixty (60) Months                    |
| Rentable Square Feet:          | 2,394                                |
| Estimated Upfront Capital:     | \$9,723                              |
| Base Rent: Months 1-12:        | \$6,104.70 per month (~\$2.55/SF/Mo) |
| Months 13-24:                  | \$6,287.84 per month (~\$2.63/SF/Mo) |
| Months 25-36:                  | \$6,476.48 per month (~\$2.71/SF/Mo) |
| Months 37-48:                  | \$6,670.77 per month (~\$2.79/SF/Mo) |
| Months 49-60:                  | \$6,870.89 per month (~\$2.87/SF/Mo) |
| Total Estimated Rent Payments: | \$388,928                            |

The Base Rent includes the lessee’s share of eligible operating expenses (also known as common area maintenance charges). Upfront Capital includes leasing commissions and tenant improvements (or allowances for tenant improvements). The negotiated third amendment to the lease does not include any tenant improvement concessions or allowances. Essex Realty, per the terms of the existing property management agreement, will receive approximately \$9,723 for its lease commission (2.5% of total rent consideration). This is substantially lower than what would have been paid in commissions to the procuring broker if the space had been leased to someone not currently a tenant.

**Attachments:**

1. Proposed Assignment and Assumption Agreement and Third Amendment to Lease

## ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT OF LESSOR

### 1. ASSIGNMENT OF LEASE

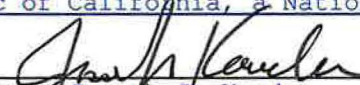
For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Banc of California, a National Association ("ASSIGNOR") hereby assigns and transfers to Banc of California, a California state-chartered bank ("ASSIGNEE") all of ASSIGNOR's right, title and interest in and to that certain Lease dated April 28, 2015, by and between ASSIGNOR and The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California, as Lessor, covering those certain Premises located at (street address, city, state, zip) 24033 El Toro Road, Suite 130, Laguna Hills, CA and as is more particularly described in such Lease.

This Assignment shall be effective: December 1, 2023. Signatures to this Assignment accomplished by means of electronic signature or similar technology shall be legal and binding.

In addition, ASSIGNOR hereby transfers to ASSIGNEE all of ASSIGNOR's interest in and to any security or other deposits paid to Lessor under the terms of such Lease.

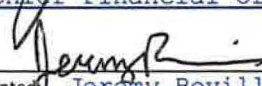
Dated: 09/06/25

Banc of California, a National Association

By: 

Name Printed: Joseph J. Kauder

Title: Chief Financial Officer

By: 

Name Printed: Jeremy Bovill

Title: SVP, Corporate Real Estate and Facilities

Assignor

### 2. ASSUMPTION OF LEASE

Assignee acknowledges that it has inspected the Premises and reviewed the Lease and Assignee hereby accepts the foregoing Assignment and assumes and agrees to be bound by and perform all obligations of the Lessee pursuant to the Lease arising on or after the date of this Assignment and to abide by all of the terms, provisions, covenants and conditions of the Lease.

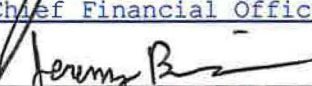
Dated: 09/06/25

Banc of California, a California state-chartered bank

By: 

Name Printed: Joseph J. Kauder

Title: Chief Financial Officer

By: 

Name Printed: Jeremy Bovill

Title: SVP, Corporate Real Estate and Facilities

Assignee

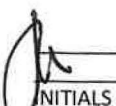
### 3. CONSENT TO ASSIGNMENT

Lessor hereby consents to the foregoing Assignment and Assumption of the Lease. It is understood and agreed, however, that the foregoing consent is not a waiver of Lessor's right to consent to or impose restrictions upon any future assignment or subletting. In addition, this assignment does not release Assignor from liability for any of the obligations of the Lessee under the Lease.

Dated: \_\_\_\_\_

The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California

\_\_\_\_\_  
INITIALS

  
INITIALS

By: \_\_\_\_\_  
Name Printed: Jarad Hildenbrand  
Title: City Manager

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

Lessor

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY REAL ESTATE BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS ASSIGNMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS ASSIGNMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR ASSIGNEE'S INTENDED USE.

WARNING: IF THE SUBJECT PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE ASSIGNMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

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AACL-1.02, Revised 10-22-2020

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Page 2 of 2



3rd **AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE is made and entered into as of June 16, 2025, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and BANC of California, a California state-chartered bank ("Lessee").

WHEREAS, on or about April 28, 2015 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24033 El Toro Road, Suite 130, Laguna Hills, CA (the "Premises"), and

WHEREAS, Lessor and Lessee ☒ have ☐ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for ~~payment of TEN DOLLARS and other~~ good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to October 31, 2030.

☐ AGREED USE: The Agreed Use is hereby modified to: \_\_\_\_\_.

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: \_\_\_\_\_

From November 1, 2025 to October 31, 2026, Base Rent shall be \$6,104.70 per month

From November 1, 2026 to October 31, 2027, Base Rent shall be \$6,287.84 per month

From November 1, 2027 to October 31, 2028, Base Rent shall be \$6,476.48 per month

From November 1, 2028 to October 31, 2029, Base Rent shall be \$6,670.77 per month

From November 1, 2029 to October 31, 2030, Base Rent shall be \$6,870.89 per month.

☒ OTHER: Lessor and Lessee acknowledge and agree that Lessee's Base Year shall be adjusted to 2026.

Paragraph 52 of the Original Lease provides Lessee with three (3) consecutive options to extend the Term of the Lease for five (5) years each (each, an "Option to Extend") under the same terms and conditions, subject to certain requirements. Unless amended by mutual written agreement of the Parties, the Lease is currently scheduled to expire on October 31, 2025, by operation of its own terms. Pursuant to Paragraph 52 of the Original Lease, Lessee has requested to exercise its second Option to Extend the Term of the Lease for an additional five (5) year term under the same terms and conditions, except as provided otherwise herein, commencing on November 1, 2025 and expiring 60 months thereafter on October 31, 2030. Lessee shall now have One (1) Option to Extend remaining.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

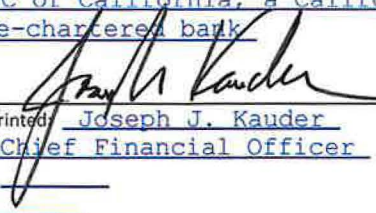
The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California

By: \_\_\_\_\_  
Name Printed: Jarad Hildenbrand  
Title: City Manager  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

INITIALS

By Lessee:

BANC of California, a California state-chartered bank

By:   
Name Printed: Joseph J. Kauder  
Title: Chief Financial Officer  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

INITIALS

Email: \_\_\_\_\_

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

By: Jeremy Bovill

Name Printed: Jeremy Bovill

Title: SVP, Corporate Real Estate and  
Facilities

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

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Last Edited: 7/21/2025 11:22 AM  
Page 2 of 2





## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Joe Ames, Interim City Manager  
**Issue:** Proposed License Agreement with SOCAL Counseling Services, a Licensed Marriage and Family Therapy Corporation, for 24031 El Toro Road, Suite 250D, Laguna Hills, California

---

**Recommendation:** That the City Council: 1. Approve the proposed license agreement for 24031 El Toro Road, Suite 250D, Laguna Hills, California; and 2. Authorize the Interim City Manager to make minor modifications, as necessary, to the license agreement and to execute the agreement.

---

### Background:

City staff and the Civic Center property management company, Essex Realty Management, Inc., have negotiated a license agreement with SOCAL Counseling Services, a Licensed Marriage and Family Therapy Corporation, for 24031 El Toro Road, Suite 250D, Laguna Hills, California. SOCAL Counseling Services currently operates a marriage and family counseling business, and has been leasing space in the Civic Center since July 2024.

License agreements were executed for tenants in Suite 250 because, unlike other offices in the Civic Center, Suite 250 has been subdivided into five (5) offices, each with its own tenant. The tenants share a common hallway and reception area. The license agreements are considered short-term and run for 12-month periods. This suite was leased in this manner starting several years ago because City staff and Essex Realty Management identified several prospective lessees who wanted office space in the Civic Center, but individually did not have the need for full use of a larger office space. This arrangement benefits both the lessees and the City because the total sum of the rent collected from the five offices exceeds the amount that would otherwise be

collected on a traditional office lease.

The license agreement has been included as an attachment to this staff report. City staff is recommending approval of the license agreement.

**CEQA Findings:**

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

**Fiscal Impact:**

The following is a summary of the key terms and financial analysis:

|                                |                                    |
|--------------------------------|------------------------------------|
| Commencement Date:             | August 1, 2025                     |
| Term:                          | 12 Months                          |
| Rentable Square Feet:          | ~200 SF                            |
| Estimated Upfront Capital:     | \$210                              |
| Base Rent: Months 1-12:        | \$700.00 per month (~\$3.50/SF/Mo) |
| Total Estimated Rent Payments: | \$8,400                            |

The Base Rent includes the lessee’s share of eligible operating expenses (also known as common area maintenance charges). Upfront Capital includes leasing commissions and tenant improvements (or allowances for tenant improvements). The negotiated license agreement does not include any tenant improvement concessions or allowances. Essex Realty, per the terms of the existing property management agreement, will receive approximately \$210 for its commission (2.5% of total rent consideration). This is substantially lower than what would have been paid in commissions to the procuring broker if the space had been rented to someone not currently a tenant.

**Attachments:**

1. Proposed License Agreement Suite 250D

### ACCOMMODATION LICENSE SUMMARY

**Building and Suite where User is located**

|                                        |                   |
|----------------------------------------|-------------------|
| Address 24031 El Toro Road, Suite 250D | City Laguna Hills |
| State CA                               | Zip Code 92653    |

**User Information**

|                                                                                     |                                             |
|-------------------------------------------------------------------------------------|---------------------------------------------|
| Name: SOCAL Counseling Services, a Licensed Marriage and Family Therapy Corporation | Contact Name/Title: Elina Kamrany/President |
| Address: 24921 Luton Street                                                         | City: Laguna Hills                          |
| State: CA                                                                           | Zip Code: 92653                             |
| Telephone: 949-231-7345                                                             | Fax:                                        |

**User invoicing details (if different from above)**

|           |                    |
|-----------|--------------------|
| City name | Contact Name/Title |
| Address   | City               |
| State     | Zip Code           |
| Telephone | Fax                |

**User Business**

|                                                                               |
|-------------------------------------------------------------------------------|
| SOCAL Counseling Services, A Licensed Marriage and Family Therapy Corporation |
|                                                                               |
|                                                                               |

| Type        | Areas Assigned | Term                 | Qty. | Fee per Area | Total Monthly Fee |
|-------------|----------------|----------------------|------|--------------|-------------------|
| Office      | 250D           | 8/1/2025 – 7/31/2026 | 1    | \$700.00     | \$700.00          |
| Workstation | N/A            |                      |      |              |                   |

|                          |          |
|--------------------------|----------|
| Service Retainer on file | \$700.00 |
|--------------------------|----------|

**Make All Payments to: The City of Laguna Hills**

**c/o Essex Realty Management 17744 Sky Park Circle #100 Irvine, CA 92614**

This License Summary applies to the provision of accommodations and services by City under the Accommodation License Agreement to which this is attached ("Agreement"). Capitalized terms not defined herein have the meaning ascribed to them in the Agreement.

THE CITY OF LAGUNA HILLS

By: Jarad Hildenbrand

By: \_\_\_\_\_  
Its: City Manager

"User"

By:   
Elina Kamrany

## ACCOMMODATION LICENSE AGREEMENT

This Accommodation License Agreement ("License") is entered into by The City of Laguna Hills ("City") and the undersigned ("User") as of the date signed by City. This License includes the preceding Accommodation License Summary ("License Summary") and attached Rules and Regulations (Exhibit A) which are incorporated herein by this reference.

**Purpose and Intent.** The purpose of this License is to set forth the terms and provisions under which City will provide the accommodations and services described herein to User. Notwithstanding anything to the contrary contained herein or in the Master Services Agreement, City and User expressly acknowledge, confirm and agree that: (i) this License is and shall at all times be a license and is the commercial equivalent of an agreement for accommodation in a hotel; (ii) the relationship between City and User created hereunder is that of licensor-licensee, and not of landlord-tenant or lessor-lessee; and (iii) this License shall not create or be deemed to create any tenancy interest, leasehold estate or other real property interest in favor of User with respect to the accommodations and services provided hereunder.

## ACCOMMODATION SERVICES

**Accommodations Provided.** City shall use its good faith efforts to provide User with the number of furnished offices and workstations (individually, an "Area" and collectively, the "Areas") specified on the License Summary within the Building and Suite specified in the License Summary ("Building"). User shall be responsible for all costs of installing any telephone or internet service to the Areas.

In connection with User's use of the Areas, City will use its good faith efforts to provide the following services during the Building's normal business hours (as the same may be modified from time to time by City):

1. access to User's Areas;
2. heating and air conditioning during normal business hours for the Building;
3. lighting and electrical power for normal business use;
4. cleaning and janitorial;
5. use of the common area generally made available to other users of the Building, including, without limitation, lobby and sanitary facilities; and
6. Wireless internet connection

Notwithstanding anything to the contrary contained in this License, the City reserves the right to add, delete or modify any or all of said services at any time. Any special arrangements for User's use of such services outside the Building's normal business hours will be considered in good faith by City within a reasonable time period after requested by User.

## USING THE BUILDING

**Move In.** Upon moving in, User shall sign an inventory of all furniture and equipment User is permitted to use hereunder, together with a note of its condition, and details of the keys or entry cards issued to User.

**Permitted Use.** User may only use the Building (including, without limitation, the Areas) for the purposes stated in the License Summary or subsequently agreed to between User and City. Use of the Building for a "retail" use, involving frequent visits by members of the public, is not permitted.

**User's Name and Address.** User may only transact business from the Building in its own name or some other name that City consents in writing to allow. User shall not put up any signs on the doors to the Areas or anywhere else which is visible from outside the Areas which User is then using. User may use the Building's address as its business address during the term hereof; provided, however, that User may not use the pictures or illustrations of the Building in any advertising or other publicity without the prior written consent of City.

**City's property.** User must take good care of all parts of the Building, including any equipment, fixtures and furnishings which User is permitted to use hereunder. User shall not alter any part of the Building or City's equipment, fixtures or furnishings. User shall be liable for any damage caused by User or its employees, agents, customers, vendors, permittees or invitees.

**Furniture and equipment.** User shall not install any furniture or office equipment, satellite or microwave antennas or dishes, cabling, technology or telecommunication lines or connections without City's prior written consent, which City may refuse at City's sole and absolute discretion.

Keys. Any keys or entry cards which City permits User to use shall remain City's property at all times. User must not make any copies of them or allow anyone else to use them without City's consent. Any loss of keys or entry cards must be reported to City immediately and User must pay the cost of replacement keys or entry cards and of changing locks, if required. If User is permitted to use the Building outside normal Building hours, then User shall be responsible for locking the doors to User's Areas and to the Building when User leaves.

Compliance with law. User must comply with all relevant laws and regulations in the conduct of User's business. User must do nothing illegal. User must not do anything that may interfere with the use of the Building by City or by others permitted to use the Building, cause any nuisance or annoyance, increase the insurance premiums City has to pay or cause loss or damage to City. User acknowledges that the terms of the foregoing sentence are a material inducement to City for the execution of User's agreement.

Compliance with Building rules. User must comply with all Building rules, policies and procedures that City imposes generally on users of the Building, whether for reasons of health and safety, fire precautions or otherwise as amended by City from time to time in its discretion ("City Rules").

Insurance. User shall obtain and maintain the following insurance policies: (a) property insurance for User's own property and items which User bring into the Building, (b) workman's compensation insurance in the minimum amounts required under applicable state law, and (c) commercial general liability of no less than \$1,000,000.

### PROVIDING THE SERVICES

Access to the Areas. City shall have the right to enter the Areas that User is permitted to use hereunder at any time and without prior notice; provided, however, that City will use its reasonable efforts to respect security procedures to protect the confidentiality of User's business.

Parking. User may, subject to rules made by City, use one (1) parking space per Area on a nonexclusive basis with other users of the Building.

Unavailability of Areas. If for any reason City cannot provide the number of Areas stated in the License Summary by the date specified in the License Summary or during the term hereof, City shall not be liable to User for any losses or damages of User whatsoever, provided, however, City will not charge User the standard fee for Areas User cannot use until such Areas or substitutes thereto become available.

City's liability. City shall not be liable for any loss, liability or damage as a result of City's failure to provide all or any portion of the Areas or services hereunder as a result of mechanical breakdown, strike, delay, failure of staff, termination of City's interest in the building containing the Building or for any reason whatsoever that is beyond the reasonable control of City. City may suspend the provision of Areas and services (including access to the Areas) for reasons of political unrest, strikes, or other events beyond City's reasonable control, in which event payment of the standard fee will also be suspended for the same period.

Security. City makes no warranty or representation to User with respect to any security services or systems. User shall be fully responsible for the safety and security of its personal property brought onto the Building.

### USER'S AGREEMENT

User's agreement. User acknowledges that its use of the Areas and services permitted under this License are solely being provided by City so that City can provide services to User. This License is personal to User, unassignable and revocable by City at any time; User acknowledges that its rights hereunder are solely that of a licensee, and therefore, User cannot transfer any rights hereunder to anyone else.

### TERM AND TERMINATION

Duration. This License may be terminated at any time by City by providing notice to User. If such termination by City is purely for convenience, then City will provide a minimum of thirty (30) days advance written notice of City's intent to terminate this License. This License may be terminated by User upon thirty (30) days prior written notice to City of the termination date. If User terminates this License, User shall be obligated to pay the standard license fees through the termination date set forth in the notice (regardless of the date User vacates any or all of the Areas) and, in addition, if such termination date is within twelve (12) months of the date User moved into the Area(s), then User shall pay City a termination fee equal to fifty percent (50%) of the standard license fee that would have been paid if the termination date were twelve (12) months following the date User moved into the Area(s) to compensate City for administrative and transaction costs associated with the termination.

If the Building is not available. In the unlikely event that City is no longer able to provide the Areas and/or services (or reasonable substitutes thereto) at the Building stated in the License Summary, then this License will end and User will only have to pay standard fees up to the date this License ends.

When License ends. Upon the termination of this License:



1. User shall vacate the Areas and the Building immediately, leaving them in the same condition as they were in when User moved in, reasonable wear and tear excepted. If User leaves any of User's own property in the Building after this License has been terminated, City may dispose of it in any way City chooses without liability to User for such property or any proceeds of sale thereof; and

2. User shall indemnify City for any loss, claim or liability City incurs as a result of User's failure to vacate on time.

Notices. Any notices permitted or required under this License must be in writing and will be deemed given when delivered personally, by facsimile (with confirmation of receipt), by air express courier (charges prepaid with return receipt requested), or five (5) days after deposit in the U.S. mail. City may provide notice of amendments to any services provided hereunder, Building rules or increases in license fees or service retainers by e-mail or publication of the same on a City designated Web Site, which is identified by notice given in any of the foregoing manners. All other notices permitted hereunder shall be addressed to the other party at the address identified in the License Summary, but each party may change the address by written notice in accordance with this paragraph.

Indemnification. Except to the extent caused by City's gross negligence or willful misconduct, User will defend, indemnify and hold City and its affiliates, officers, directors, employees, agents and successors and assigns harmless from any and all liability, claims, damages, loss and expenses (including attorneys' fees) incurred in connection with or arising from any acts, omissions or negligence of User or any person claiming by, through or under User or any breach of this License.

Consequential loss. If for any reason City cannot provide User with any Areas or services, City's liability is limited to crediting or returning to User a fair proportion of the relevant standard fee. To the extent permitted by law, City will have no liability whatsoever for any consequential loss as a result of anything City or City's manager do or fail to do.

Applicable law. This License shall be interpreted and enforced in accordance with the laws of the state of California.

#### FEES

Standard license fee. The standard license fee initially charged by City is set forth in the License Summary; City reserves the right to increase such fee at any time and from time to time by giving notice of the same to User. The standard license fee is payable in advance in full by the 1st day of each month in respect of standard services to be provided during such calendar month. For any period of time less than a month, the license fee will be apportioned on a daily basis. User agrees to promptly pay (or reimburse City, if applicable, for) (i) all sales, use, excise and any other taxes and license fees which User is required to pay to any governmental authority (and, at City's request, will provide to City evidence of such payment) and (ii) any taxes paid by City to any governmental authority that are attributable to the accommodation, including, without limitation, any gross receipts, occupancy taxes, or tangible personal property taxes.

Payment terms. Payment is due on the 1<sup>st</sup> of each month. A late fee of 10% will be charged after the 10<sup>th</sup> of the month. Any amounts not paid when due shall, in addition to any other remedies, bear interest at a rate of 1.2% per month (or the maximum rate allowed by law, if less) on the delinquent amount from the date due. All payments will be made in U.S. Dollars to City at the address stated in the License Summary, or such other address that is from time to time designated by City.

Service retainer. The service retainer specified in the License Summary (if any) User paid on entering into this License will be held by City, without interest, as security for performance of all User's obligations under this License. The service retainer, or any balance after deducting outstanding fees and other costs due to City hereunder, will be returned to User within 60 days after the termination of this License. City may require User to pay an increased service retainer if outstanding fees exceed the service retainer held or if User fails to timely pay any amounts due hereunder.

Withholding services. City may withhold services (including for the avoidance of doubt, denying User access to User's Areas) while there are any outstanding fees or User is otherwise in breach of this License.

THE CITY OF LAGUNA HILLS

By: Jarad Hildenbrand

By: \_\_\_\_\_  
Its: City Manager

"User"

By:   
Elina Kamrany

## **RULES AND REGULATIONS**

### **ATTACHED TO AND MADE A PART OF ACCOMODATION LICENSE AGREEMENT**

The following Rules and Regulations shall be in effect at the Office Building Project. City reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and Regulations and the License, the License shall be controlling.

1. Except with the prior written consent of City, no User shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the License.
2. City reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on City occasioned by the presence of such vendors or the sale by them of personal goods or services to the User or its employees. If reasonably necessary for the accomplishment of these purposes, City may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a User, other than goods or services, which are used by a User only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to User's vendors and suppliers in connection with User's operation of its business.
3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any User or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and City shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of City shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its Users, provided that nothing herein contained shall be construed to prevent such access to persons with whom User normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No User and no employees of any User shall go upon the roof of the Building without the written consent of City. This Section 3 shall not apply to User's vendor's suppliers in connection with User's operation of its business.
4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the User who, or whose clerks, agents, employees, or visitors, shall have caused it.
5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by User on any part of the Office Building Project or the Premises without the prior written consent of City. If City shall have given such consent at any time, whether before or after the execution of this License, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this License, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by City and shall not be construed as dispensing with the necessity or obtaining the specific written consent of City with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by City. City shall have the

right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of User, and City shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to City's prior approval. If City, by a notice in writing to User, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by User. No awnings shall be permitted on any part of the Premises.
7. User shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by City.
8. User shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Users, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.
9. No User shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. User shall not use, keep or permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to City or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Users or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.
10. User and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by City for smoking, in City's sole and absolute discretion.
11. No cooking shall be done or permitted by User on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.
12. User, upon the termination of its tenancy, shall deliver to City all the keys of offices, rooms and toilet rooms which shall have been furnished User or which User shall have had made, and in the event of loss of any keys so furnished, shall pay City therefore.
13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge and has a pass or is properly identified. City shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom City has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, City reserves the right but shall not be obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of property in the Office Building Project.
14. User shall see that the windows and doors of the Premises are closed and securely locked before leaving the building and User shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before User or User's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off,

so as to prevent waste or damage, and for any default or carelessness User shall make good all injuries sustained by other Users or occupants of the Building or City.

15. User shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of City. If City shall give its consent, User shall in each case furnish City with a key for any such lock.
16. User shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by City under the License and any such equipment shall be placed in the Premises in settings approved by City to adsorb or prevent any vibration, noise or annoyance.
17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by User.
18. City shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by User which in Landlord's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Users, and upon written notice from City, User will refrain from or discontinue such publicity.
19. User shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.
20. User shall not overload the floor of the Premises. In addition, User shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.
21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of City and all moving of the same into or out of the Building shall be done at such time and in such manner, as City shall designate. City shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by City, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, City's consent to placement of User's safes, heavy equipment or furniture shall not constitute a representation or warranty by City that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve User from responsibility for the consequences of noncompliance. City will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of User. There shall not be used in any space, or in the public halls of the Building, either by any User or others, any hand trucks except those equipped with rubber tires and side guards.
22. Except with the written consent of City, no person or persons other than those approved by City shall be permitted to enter the Building for their purpose of cleaning the same. User shall not cause any unnecessary labor by reason of User's carelessness or indifference in the preservation of good order and cleanliness. City shall in no way be responsible to any User for any loss of property on the Premises, however occurring, or for any damage done to the effects of any User by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.
23. City will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of City. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of City.



24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by City.
25. City reserves the right to exclude or expel from the Office Building Project any person who in the judgment of City, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.
26. The requirements of User will be attended to only upon application to City. Contractors, vendors and employees of City shall not perform any work or do anything outside of their regular duties unless under special instructions from the City or City's agent.
27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the City.
28. City shall have the right, exercisable without notice and without liability to User, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.
29. User agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by City and User also shall provide City with the name of a designated responsible employee to represent User in all matters pertaining to such fire or security regulations.
30. City reserves the right by written notice to User, to rescind, alter or waive any rule or regulation at any time prescribed for the Office Building Project when, in City's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its Users.
31. Users shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.
32. City shall furnish heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday except for holidays. In the event User requires heating and air conditioning during off hours, Sundays or Holidays, City shall on notice provide such services at the then prevailing rate for such extra services.
33. User shall cooperate with City in obtaining maximum effectiveness of the cooling system by closing blinds when the sun's rays fall directly on windows of the premises. User shall not obstruct, alter, or in any way impair the efficient operation of City's heating, ventilating and air-conditioning system. User shall not tamper with or change the setting of any thermostats or control valves.
34. Parking
  - (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by City from time-to-time. User agrees to cooperate with City in completing regular maintenance of the parking lot.
  - (b) Automobiles must be parked entirely within the stall lines.
  - (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
  - (d) Parking is prohibited in areas not striped for parking.



- (e) City may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.
  - (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.
  - (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
  - (h) Storage of vehicles in the parking facilities is prohibited. User and User's employees and visitors shall not leave vehicles in the parking lot overnight.
  - (i) City reserves the right to restrict customer, User and User's employees parking to a limited designated area or areas.
35. User agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as City may adopt from time to time for the orderly and proper operation of said Common Areas.

City reserves the right to make such other and further rules and regulations as in its judgment may be for the safety, care and cleanliness of the Office Building Project and for the preservation of good order therein. User agrees to abide by these Rules and Regulations herein above stated and any additional rules and regulations, which are adopted hereafter.

Date: \_\_\_\_\_

City's Initials: \_\_\_\_\_

Date: 7/14/25

User's Initials: Ek



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Joe Ames, Interim City Manager  
**Issue:** Proposed Lease Agreement with the County of Orange, a political subdivision of the State of California, for the use of Room No. 102 as a Library within the Laguna Hills Community Center, 25555 Alicia Parkway, Laguna Hills, California

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**Recommendation:** That the City Council: 1. Approve the proposed lease agreement with the County of Orange, a political subdivision of the State of California, for the use of Room No. 102 as a Library within the Laguna Hills Community Center, 25555 Alicia Parkway, Laguna Hills, California; and 2. Authorize the City Manager to make minor modifications, as necessary, to the lease agreement and to execute the lease agreement.

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### **Background:**

The City and the County of Orange originally entered into a lease for the Laguna Hills Library Branch on April 9, 2002, following the opening of the Laguna Hills Community Center. The current lease, dated January 27, 2015, has expired, and the County has continued occupying the premises on a month-to-month basis while negotiating a new lease with the City.

The proposed lease has an initial term of ten (10) years, with two (2) additional five-year options to extend upon mutual agreement. Either party may terminate the lease with one hundred eighty (180) days' written notice.

The lease continues the City's longstanding arrangement to provide space rent-free in exchange for the County providing free public library services. The County will continue reimbursing the City a fixed monthly amount of \$3,500 for utilities and janitorial services, consistent with the current arrangement.

Key updates in the proposed lease include:

- Insurance – Updated commercial property and liability insurance provisions for both parties.
- Construction Clause – Added to reflect OC Public Libraries' planned renovations to the space.
- Paint and Carpet – Removed from the City's responsibilities.
- Maintenance Schedule – Updated in Exhibit C to reflect current City maintenance practices.

OC Public Libraries (OCPL) has indicated its intent to remodel the branch consistent with its "boutique library" model, which emphasizes expanded shelving for materials while maintaining comfortable seating for studying and homework, and reducing fixed computer stations in favor of portable laptop use. Final floor plans for the remodeling effort are still in development. However, depending upon OCPL staff availability which was not available at the time this agenda report was written, OCPL staff may be able to provide an overview of the "boutique library" concept at the Council meeting, if requested.

**Fiscal Impact:**

All costs associated with the County's occupancy are reimbursed at a fixed rate of \$3,500 per month for utilities and janitorial services. The County will fund all proposed renovations and improvements to the branch at its sole expense. The City's obligations under the lease remain consistent with current maintenance responsibilities, and no new or additional costs are anticipated.

**Attachments:**

1. Proposed Lease Agreement



LTK 77-L-B-2  
OC Community Resources/OC Public Libraries  
Laguna Hills Technology Library  
25555 Alicia Pkwy Rm 102  
Laguna Hills, CA 92653

## LEASE

THIS IS A LEASE AGREEMENT (hereinafter referred to as “**Lease**”) made \_\_\_\_\_, 2025, (“**Effective Date**”), by and between the CITY OF LAGUNA HILLS, a municipal corporation (hereinafter referred to as “**City**”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”). The City and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

### 1. DEFINITIONS (1.0 SA)

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Building**” means the building commonly known as 25555 Alicia Pkwy, Laguna Hills, California, consisting of the building, and the area within and appurtenant to the building for common use.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to City, such other entity as shall be designated by the County Executive Officer.

“**County Counsel**” means the County Counsel, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the Board of Supervisors.

“**County Librarian**” means the County Librarian, OC Public Libraries, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**OC Public Libraries/Facilities Manager**” means the Manager, OC Public Libraries/Facilities Services, County of Orange, or designee, or upon written notice to City, such other person or entity as shall be designated by the County Librarian.

“**County Assessor Office**” means County of Orange Assessor Office.

“**City Manager**” means the City Manager of the City of Laguna Hills.

**“Risk Manager”** means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or such other person or entity as shall be designated by the County Officer or the Board of Supervisors.

## **2. PREMISES (1.1 SA)**

City leases to County exclusive use of Room No. 102 (**“Library”**), located within the Laguna Hills Community Center and Sports Complex (**“Community Center”**) located at 25555 Alicia Parkway, Laguna Hills, California, hereinafter referred to as the **“Premises,”** described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of the Community Center elevators, stairways, washrooms, hallways, break room, driveways for vehicle ingress and egress, pedestrian walkways, community room, other facilities and common areas appurtenant to the Premises.

City will permit County the non-exclusive use of Room Nos. 117 and 118, and the non-exclusive use of all other assembly rooms, at no cost to County, upon County’s submittal of a written reservation request form to City, in advance, for temporary use of Room Nos. 117 and 118 and any assembly room(s).

## **3. USE (1.2 SA)**

County shall use the Premises to provide free public library services. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

NO ALCOHOL, TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM OR CONSUMED WITHIN THE PREMISES. DRINKING ALCOHOLIC BEVERAGES AND SMOKING OF ANY KIND IS PROHIBITED INSIDE ANY BUILDING WITHIN THE PREMISES.

## **4. PARKING (1.3 SA)**

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County and library patrons shall have the non-exclusive right to parking spaces located within the parking lots adjacent to the Community Center and within the Community Center Park which are in common with other users of the Community Center.

In addition to said parking spaces, City shall also provide parking for disabled persons (**“ADA Spaces”**) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Community Center is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

## **5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA)**

It is mutually agreed that this Lease shall terminate and supersede any prior agreement between the Parties hereto covering all or any portion of the Premises including that certain lease dated January 27, 2015, except for those terms relating to continuing obligations for events during the terms of that prior agreement between the Parties hereto, including but not limited to indemnification, and that all personal property and/or equipment (e.g., fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the Premises by

County pursuant to the terms of any prior agreement between the Parties hereto shall remain the personal property of County, who shall have the right and obligation to remove same.

## **6. TERM (1.5 NA)**

The Term of this Lease shall commence on the first day of the first full calendar month following the Effective Date first written above (“**Commencement Date**”) and shall continue in effect for ten (10) years, unless sooner terminated as provided herein or as otherwise agreed to in writing by the Parties. The Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon request of the other.

## **7. OPTION TO EXTEND TERM (1.6 SA)**

Provided there is no current County Default under this Lease (as further defined in Clause 29 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “**Option(s)**”) of this Lease for two (2) five (5) year periods (each an “**Extension Term**”) approved by the Chief Real Estate Officer and memorialized in an amendment. County shall give City written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option(s). The Option(s) shall be personal to County and shall not be exercised by any assignee or sublessee of County. “Term” as used in this Lease shall mean the initial Term and the Extension Term(s) if the Option(s) are duly exercised. If the County exercises the Options(s) to extend, during each of the Extension Term(s) County shall continue to have the option to terminate the Lease pursuant to Clause 8 (OPTION TO TERMINATE).

## **8. OPTION TO TERMINATE LEASE (1.7 N)**

Unless earlier terminated as set forth herein, this Lease may be terminated at any time by either Party by giving written notice to the other Party at least one hundred and eighty (180) days prior to said termination date.

## **9. RENT (1.8 N)**

In exchange for the valuable consideration of providing free public library services, County’s use of the Premises shall be rent-free throughout the Term of this Lease or any Extension Term(s) and shall continue to be rent-free as long as County uses the Premises to provide free public library services.

## **10. COUNTY’S UTILITY FEE (N)**

The County and the City agree that County shall reimburse City the sum of Three Thousand Five Hundred Dollars (\$3,500.00) per month for the cost of utilities and janitorial services supplied to the Premises (“**County’s Utility Fee**”). The Parties agree that this is a fair assessment of the utilities and janitorial services supplied to the Premises and that County shall not be responsible for any costs in excess of the County’s Utility Fee.

To obtain reimbursement, City (or City's designee) shall submit to OC Public Libraries/Facilities Manager, in a form acceptable to OC Public Libraries, a written claim each month for the County’s Utility Fee.



Payment shall be due and payable within twenty (20) days after the first day of the month following the month earned or receipt of City's written claim by OC Public Libraries/Facilities Manager, whichever date is later.

**11. ADJUSTMENT FOR COST OF CITY SERVICES (2.0 SA) - *Intentionally Omitted***

**12. RIGHT OF FIRST OFFER (2.1 SA) - *Intentionally Omitted***

**13. CONSTRUCTION (2.2 N)**

County's contractor ("**County's Contractor**") shall complete, at County's sole cost and expense, the following work within the Premises (the "**Work**"):

- **Paint:** County's Contractor shall apply high-quality interior paint to designated walls, ensuring a smooth and uniform finish throughout the Premises.
- **Carpet:** County's Contractor shall remove existing flooring as needed and install new commercial-grade carpet, selected to complement the library's aesthetic.
- **Shelving:** County's Contractor shall provide and install custom or modular shelving units to optimize space for book and display storage within the Premises.
- **Furniture:** County's Contractor shall supply and arrange new furniture, including seating and workstations, designed for comfort and functionality in a library setting.

The City shall grant reasonable access, consistent with this Lease, to the County and County's Contractor(s) for the purposes of performing the Work, inspections, and necessary coordination related to the Work. County shall complete the Work in accordance with industry standards and consistent with the terms of this Lease.

**14. PAINTING BY CITY (2.3 SA) - *Intentionally Omitted***

**15. CARPETING BY CITY (2.4 SA) - *Intentionally Omitted***

**16. ALTERATIONS (2.5 SA)**

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and other equipment as deemed necessary or appropriate by the County in its discretion. It is agreed that any such fixtures, partitions, counters, shelving, or other equipment attached to or placed upon the Premises by County shall be considered as personal property of County, as defined below in Clause 34 (COUNTY PROPERTY), which shall have the right and the obligation, to remove same. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

**17. IMPROVEMENTS BY CITY (2.6 NA) – *Intentionally Omitted***

**18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 NA)**

City agrees that County may install, at County's sole cost and expense, telecommunication devices and a security card access system in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), shall be applicable to such work. It shall be County's responsibility to obtain all governmental permits and/or approvals required for such installation; however, City shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Additionally, County or County subcontractors have the right to enter the Premises and/or Building to maintain, repair or

replace the County telecommunications network consistent with said contract between County and its service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed by County. When the Lease is terminated, County reserves all rights to remove, at its discretion, any such telecommunication improvements from the Premises and/or Building.

## **19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 NA)**

- A. **County Services.** County shall provide, at its own cost and expense, except as otherwise provided in this Lease or as otherwise directed by City: (1) any and all necessary repair, maintenance and replacement of all equipment and personal property within the Premises; and (2) the cleaning and refinishing of interior surfaces and repair of all damage caused by County's patrons' use and/or misuse of the Premises.
- B. **City Services.** City shall provide, at its sole cost and expense (except as otherwise provided in this Lease) all janitorial supplies and services to the Premises, including the supplying of restroom expendables and replacement of light bulbs and Light Emitting Diode (LED) lamps; any and all necessary repair, maintenance and replacement for the Premises, Building (and systems therein), and parking lot in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning ("HVAC") system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the "**Services**"), consistent with Exhibit C, which is attached hereto and by reference made a part hereof. City, at its sole expense, agrees to maintain all painted and carpeted surfaces within the Building; all landscaping immediately surrounding the Premises; and the parking lot in accordance with City's maintenance schedule, attached herein as Exhibit C.
- C. **Warranties.** In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 ("**Regulation 5142**"), and as it may be subsequently amended, City shall regularly inspect and maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and City shall retain such records for at least five (5) years. City shall make all HVAC records required by this section available to County for examination and copying, within forty-eight (48) hours of a written request. City acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of City's failure to provide said records to County in a timely manner and as set forth herein, City shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice.
- D. **HVAC System.** City will ensure that air conditioning is supplied to cause the temperature in the Premises and Building to be at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 70° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 19(E).
- E. **Normal Business Hours.** The "**Resource Deployment Formula**" determines the days and hours of operations for libraries based on weighing factors which include, but are not limited to, population, taxes and circulation of library materials. Pursuant to and consistent with the Allocation Formula, the County agrees, to keep the Premises and Building open the minimum hours determined. ("**Normal**

**Business Hours**”). County agrees that it will confer and consult with City at least ninety (90) days prior to any alteration of Normal Business Hours by County.

Notwithstanding the utilities provided during Normal Business Hours, City shall provide HVAC services prior to the beginning of Normal Business Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours.

- F. **Emergency Services**. If County requires same day emergency repairs and/or services (“**Emergency Services**”), County shall first contact the City. If the City cannot be reached following reasonable efforts by the County and/or is not available for such Emergency Services, and the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, or if following such contact by County the City is unable or refuses to provide the necessary Emergency Services, County may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition and seek reimbursement from the City for said Emergency Services. County shall document all efforts made to contact the City for any such Emergency Services and shall provide such documentation to City upon request. Any inability or refusal by City to provide Emergency Services shall be confirmed in writing by City.

## **20. UTILITIES (2.9 N)**

The City shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone and high-speed Internet, which shall be the obligation of County. Should City fail to provide, or pay for (prior to delinquency date), utility service to the Premises, County may provide such service and deduct the cost thereof, including overhead, from any reimbursement payable to City.

## **21. BUILDING AND SAFETY REQUIREMENTS (3.0 SA)**

During the Term and Extension Term(s) of this Lease, City, at City’s sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act (“**ADA**”) and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, City shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County’s furniture, fixtures or equipment by County.

City and County shall use commercially reasonable efforts to repair and maintain the Premises as a “safe place of employment,” as defined in the California Occupational Safety and Health Act (California Labor Code §§ 6300 *et seq.*) and the Federal Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*). County agrees to notify City of any repair or maintenance necessary within the Premises or Building to comply with such Acts for which City is responsible and City agrees to take such steps necessary to repair or maintain the Premises or Building. In the event that such repair or maintenance is necessary and is the result of County’s acts or omissions, provided that County approves a work order with associated expense estimate, City agrees to perform such repair or maintenance and County agrees to reimburse City within thirty (30) days.

In the event City neglects, fails, or refuses to maintain said Premises as aforesaid, following thirty (30) days after written notice from County to City providing notice of such neglect or failure or refusal, County may, notwithstanding any other termination provisions contained herein: thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the City.

## **22. ASSIGNMENT AND SUBLETTING (3.1 SA)**

County shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of City. However, both Parties agree that the County has the right to enter into a license agreement with the Friends of the Library, without the prior written consent of the City. This Lease serves as notice to the City of said license agreement between the County and Friends of the Library.

## **23. INSURANCE (3.2 N)**

**Commercial Property Insurance:** City shall obtain and keep in force during the term of this Lease a policy or policies of commercial property insurance written on an “All Risks” or “Special Form” basis, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by City) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

City agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents by the insurance company issuing said policy or policies. City shall provide the County with a Certificate of Insurance as evidence of compliance with these requirements.

**Commercial General Liability Insurance:** City shall obtain and keep in force during the term of this Lease a program of self insurance or commercial insurance including commercial general liability covering bodily injury, and property damage occurring within the building and the Premises. If commercially insured the policy evidencing such insurance shall provide the following:

- a) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as an additional insured, or provide blanket coverage which will state As Required by Written Contract.
- b) A primary and non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Lessor’s insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- c) City shall provide thirty (30) days prior written notice to County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to the non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation or non-renewal may constitute a material breach of the Lease, upon which the County may suspend or terminate this Lease.

- d) The policy shall be written on an occurrence basis and shall provide a limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate and shall include broad form contractual liability coverage.
- e) The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or [ambest.com](http://ambest.com)).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

Prior to the Commencement Date of this Lease and upon renewal of such policies, City shall submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

If City fails to procure and maintain the insurance required to be procured by City under this Lease, County may, but shall not be required to, order such insurance, and deduct the cost thereof plus any County administrative charges from the rent thereafter payable.

## COUNTY INSURANCE

County shall maintain a program of self-insurance at its own expense for its liability exposures including commercial general liability with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate, auto liability with a combined single limit of not less than \$1,000,000 per accident, Workers' Compensation with statutory limit and Employers' Liability with a limit \$1,000,000 per accident or disease. Evidence of County's self-insurance shall be provided upon request, with Lessor named as an Indemnified Party on the County's program of self-insurance.

## 24. INDEMNIFICATION (3.3 N)

County hereby agrees to indemnify, hold harmless, and defend City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising in connection with the occupancy and use of the Premises by County, except for liability arising out of the sole negligence or willful misconduct of City, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

City hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and volunteers against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising out of the ownership or maintenance of the Premises, except for liability arising out of the sole negligence or willful misconduct of County, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

In the event judgment is entered against County and City because of the concurrent negligence of County and City, their officers, agents, or employees, the Parties agree that an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

## **25. TAX EXEMPTION (3.4 SA) – *Intentionally Omitted***

## **26. TOXIC MATERIALS (3.5 SA)**

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively “**Toxic Materials**”). County shall be responsible for and shall indemnify and hold City, its elected officials, officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys’ fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

City hereby warrants and represents that City has in the past and will hereafter comply with all applicable laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by City results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of County, its agents, employees or contractors), City shall promptly take any and all action necessary to clean up such contamination.

## **27. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.6 SA) - *intentionally omitted***

## **28. ESTOPPEL CERTIFICATE (3.7 SA) - *Intentionally Omitted***

## **29. DEFAULTS AND REMEDIES (3.8 N)**

### **County Default:**

County shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by County, City shall notify County in writing of such breach, County shall have ten (10) days from such notice in which to cure said breach, and County fails to cure said breach, or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County’s obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “**County Default**”).

### **City Default:**

City shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by City, County shall notify City in writing of such breach, City shall have ten (10) days from such notice in which to cure said breach, and City fails to cure said breach, or b) in the event of any non-monetary breach of this Lease, City fails within fifteen (15) days after receipt by City of written notice specifying wherein such obligation of City has not been performed; provided however, that if the nature of City’s obligation is such that more than



fifteen (15) days after such notice are reasonably required for its performance, then City shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a “**City Default**”).

### **County Remedies:**

County’s remedies as the result of City Default shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

### **City Remedies:**

City’s remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

In addition to the remedies set forth herein, in the event of a City Default or a County Default, the non-defaulting Party may immediately terminate this Lease. Such termination shall be deemed effective thirty (30) days after the non-defaulting party provides written notice to the defaulting party that it is terminating this Lease pursuant to this Clause 29. Upon termination of this Lease, County shall remove all County-owned property and equipment from the Premises in a timely manner.

## **30. DEBT LIMIT (3.9 SA) – *Intentionally Omitted***

## **31. LABOR CODE COMPLIANCE (4.0 SA)**

City acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the Term of this Lease or any such future improvements or modifications performed by City at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, City shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. As required by applicable law, City shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. As applicable, City shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, City shall maintain payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request City shall provide the OC Public Libraries/Facilities Manager updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for City to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

### **32. RIGHT TO WORK AND MINIMUM WAGE LAWS (4.1 SA)**

In accordance with the United States Immigration Reform and Control Act of 1986, City shall require its employees that directly or indirectly service the Premises or the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. City shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, City shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. City shall require and verify that all its contractors or other persons servicing the Premises on behalf of the City also pay their employees no less than the greater of the Federal or California Minimum Wage.

City shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, City, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 31 (LABOR CODE COMPLIANCE) of this Lease.

### **33. COMMISSION (4.2 SA) - *Intentionally Omitted***

### **34. COUNTY PROPERTY (4.3 SA)**

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the City, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and City shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of City's negligence or willful misconduct and not otherwise waived pursuant to Clause 35 (CITY'S RIGHT OF ENTRY) below. City hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that City may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

### **35. CITY'S RIGHT OF ENTRY AND ACCESS TO THE PREMISES (4.4 N)**

The Parties shall each have the right to enter the Premises at any time, with or without notice to the other Party. City and County shall each have full access to the entire Premises, with the exception of each Party's server room. Access to each Party's server room shall be limited to that Party and its officers, agents, employees, and volunteers, unless such Party permits access to the other Party.

### **36. SIGNAGE (4.5 SA)**

County shall not erect, install or maintain any sign or display upon or in front of the Premises and/or Building without prior written approval from City. However, County may hang up to two banners and/or flags at each entrance to Library the for special events without prior City approval. Such banners and flags shall be removed promptly after the conclusion of such special events. All signage shall comply with all applicable laws and zoning and site plan requirements.

### **37. SECURITY SERVICES (4.6 SA)**

County may provide security services within the Premises. City may provide security services for the exterior of the Premises.

City shall wire the Building alarm system notifications so that City's Police and Fire Departments are notified when the Building alarm system activated.

### **38. AUTHORITY (4.7 SA)**

The persons executing the Lease below on behalf of County or City warrant that they have the power and authority to bind County or City to this Lease.

### **39. LEASE ORGANIZATION (4.8 SA)**

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

### **40. SUCCESSORS IN INTEREST (4.9 SA)**

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

### **41. DESTRUCTION OF OR DAMAGE TO PREMISES (5.0 N)**

**"Partial Destruction"** of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than 25 percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

**"Total Destruction"** of the Premises shall mean damage or destruction to the Premises, for which the repair cost is 25 percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, City shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by City, at City's sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be mutually agreed. County shall reimburse City for costs to repair the Premises for damage or destruction caused by County or County's employees, agents or invitees. The Partial Destruction of the Premises shall in no way render this Lease null and void. Should City fail to complete necessary repairs, for any reason, within

sixty (60) days, or other time frame as may be mutually agreed, County may, at County's sole option, terminate the Lease.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease shall in no way be rendered null and void and City shall immediately initiate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. County shall reimburse City for costs to repair the Premises for damage or destruction caused by County or County's employees, agents or invitees. In the event City refuses to diligently pursue or is unable to restore the Premises to a condition suitable for being occupied (including replacement of all tenant improvements) within one hundred and eighty (180) days of the occurrence of said destruction or within an extended time frame as may be mutually agreed, County may, at County's sole option, terminate this Lease.

#### **42. AMENDMENT (5.1 SA)**

This Lease sets forth the entire agreement between City and County and any modification must be in the form of a written amendment.

#### **43. PARTIAL INVALIDITY (5.2 SA)**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### **44. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (5.3 SA)**

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined below in Clause 55 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

#### **45. STATE AUDIT (5.4 SA)**

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars (\$10,000), City shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by County to City under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

#### **46. WAIVER OF RIGHTS (5.5 SA)**

The failure of City or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that City or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

#### **47. HOLDING OVER (5.6 SA)**

In the event County shall continue in possession of the Premises after the Term or any Extension Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

#### **48. EARTHQUAKE SAFETY (5.7 SA)**

City hereby confirms that to the best of City's knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

#### **49. QUIET ENJOYMENT (5.8 SA)**

City agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

#### **50. ADMINISTRATIVE COSTS (5.9 SA) - *Intentionally Omitted***

#### **51. GOVERNING LAW AND VENUE (6.0 SA)**

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

#### **52. ATTORNEYS' FEES (6.1 SA)**

In the event of a dispute between City and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

Time is of the essence of this Lease.

#### **53. TIME (6.2 SA)**

In accordance with California Civil Code 1938(e), "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Pursuant to California Civil Code section 1938, City hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including

the Americans with Disabilities Act) existed at the Premises as of the Commencement Date, City shall correct such non-compliance at City's cost.

#### **55. FORCE MAJEURE (6.4 SA)**

For purposes of this Lease, the term "**Force Majeure**" means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party's best efforts to fulfill the obligation. "**Best Efforts**" includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. City and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control.

#### **56. CONDEMNATION (6.5 SA)**

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County may, at County's option, to be exercised in writing within ten (10) days after City shall have given County written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. City shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on City's ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Condemnation awards and/or payments shall be the property of City, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages. County hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

#### **57. CONSENT OR APPROVAL (6.6 SA)**

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

#### **58. UNENFORCEABLE PROVISIONS (6.7 SA)**

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable by a court of competent jurisdiction, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this

Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

## **59. NOTICES (6.8 SA)**

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: City  
Laguna Hills City Hall  
24035 El Toro Road  
Laguna Hills, CA 92653  
Attention: City Manager

To: County  
Orange County Public Library  
1501 E. St. Andrew Place  
Santa Ana, CA 92705  
Attention: County Librarian

With a copy to:

County of Orange, CEO Real Estate  
400 West Civic Center Drive, 5th Floor  
Santa Ana, CA 92701  
Attention: Chief Real Estate Officer

In regards to insurance, City shall ensure that any and all insurance related mail includes the Lease number and project name and City shall mail all insurance certificates and insurance related correspondence to: [insurance.ceore@ocgov.com](mailto:insurance.ceore@ocgov.com).

## **60. COUNTERPARTS (6.9 SA)**

This Lease may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature, but all of which together will constitute one and the same instrument.

## **61. ATTACHMENTS (7.0 SA)**

This Lease includes the following, which are attached hereto and made a part hereof:

### **I. EXHIBITS**

Exhibit A - Description of Premises  
Exhibit B - Depiction of Premises  
Exhibit C - City Maintenance Schedule



IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL

OC Public Libraries

By \_\_\_\_\_  
County Librarian

COUNTY EXECUTIVE OFFICE

By \_\_\_\_\_  
Administrative Manager  
Real Estate Services

CITY

City of Laguna Hills, a municipal corporation

By \_\_\_\_\_  
Joe Ames, P.E., T.E. Interim City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Gregory E. Simonian, City Attorney

ATTEST:

By \_\_\_\_\_  
Jennifer Lee, CMC City Clerk, City of  
Laguna Hills

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIR OF  
THE BOARD OF SUPERVISORS  
PER GC § 25103, RESO. 79-1535

COUNTY

COUNTY OF ORANGE

BY: \_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board of Supervisors  
of Orange County, California

BY: \_\_\_\_\_  
Chair of the Board of Supervisors  
Orange County, California

**EXHIBIT A**

**LEASE DESCRIPTION**

PROJECT NO:

DATE: 6/26/2025

PROJECT: Laguna Hills Library

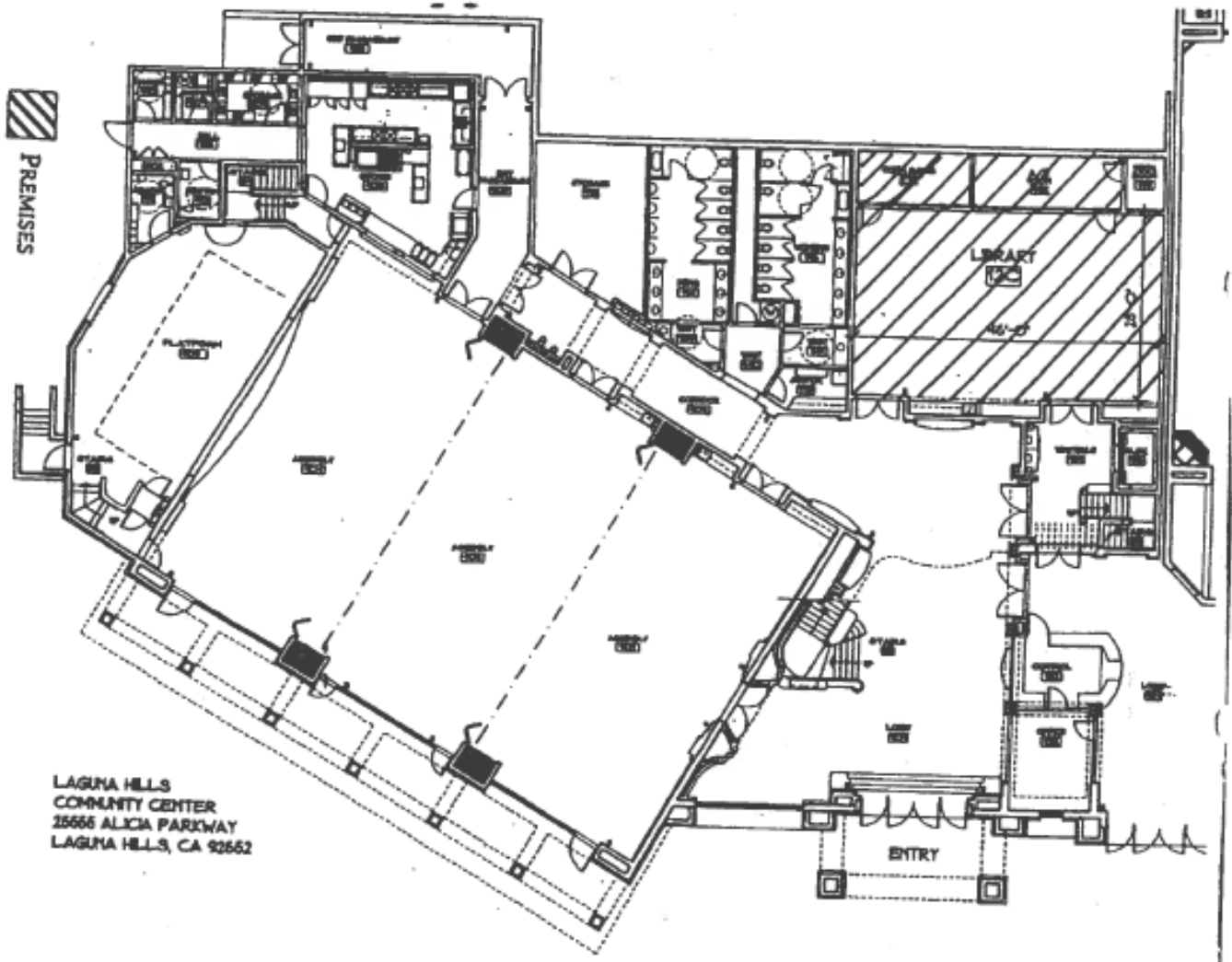
VERIFIED BY: Julie Oakley

All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being that certain one-story building located at 25555 Alicia Parkway, in the City of Laguna Hills, County of Orange, State of California, together with the in-common use of the parking lots adjacent to the Community Center and within the Community Park.

**NOT TO BE RECORDED**

## EXHIBIT B

### DEPICTION OF PREMISES



|                                                      |                                   |                                                                   |
|------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------|
| 77-L-B-2<br>Laguna Hills Library<br>Laguna Hills, CA | Prepared By: City of Laguna Hills | COUNTY OF ORANGE<br>OC Community Resources<br>OC Public Libraries |
|                                                      | Checked By: J. Oakley             |                                                                   |
|                                                      | Date: 4/16/2025                   |                                                                   |

## **EXHIBIT C**

### **CITY MAINTENANCE SCHEDULE**

#### **LAGUNA HILLS LIBRARY HEATING-VENTILATION-AIR CONDITIONING (HVAC) MAINTENANCE BY CITY CONTRACTOR**

- Respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections.
- Inspect all HVAC systems at least twice a year, with seasonal start-up and run inspections performed and documented.
- Inspect all support structures and provide documentation of maintenance and repairs to the City Representative.
- Inspect all moving parts or components, investigate noises; belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturers' specifications.
- Perform air-handling unit maintenance which includes but is not limited to; all services recommended by manufacturer; replacing air filters at least quarterly.
- Perform monthly walkthroughs of HVAC systems for preventative maintenance work requests.

#### **LAGUNA HILLS LIBRARY MAINTENANCE BY CITY/CITY CONTRACTOR**

- Provide janitorial supplies and services to the Library, including the supplying of restroom expendables in the joint use Community Center restrooms.
- Supply and replace light bulbs and Light Emitting Diode (LED) lamps



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Joe Ames, Interim City Manager  
**Issue:** Notice of Completion and Final Payment for the Arterial Pavement Rehabilitation Project – Paseo de Valencia & La Paz Road, CIP 104/109, and Curb Ramp Replacement Project – Alicia Parkway

---

**Recommendation:** That the City Council: 1. Certify the completion of and accept the improvements for the subject project; 2. Authorize the Public Works Director to sign the Notice of Completion; 3. Authorize the recording of the Notice of Completion with the County of Orange and to release the faithful performance and payment bonds one year and 35 days, respectively, after the date of recordation of the Notice of Completion contingent upon no claims or liens being filed with the City; and 4. Authorize payment of the final retention 35 days after the date of recordation of the Notice of Completion in the net amount of \$270,222.12, if no liens have been filed.

---

### **Background:**

The subject project was awarded to Hardy and Harper, Inc. on October 8, 2024, by the City Council in the amount of \$5,565,584.00. Work began on December 12, 2024, and was completed on April 25, 2025.

The scope of work included: excavation, asphalt grinding, asphalt concrete pavement repairs, cold planning, crack sealing, asphalt concrete overlay, removal and replacement of concrete sidewalk, curb ramps, and curb and gutter, adjusting or raising manholes and water valves to grade, striping, and other miscellaneous improvements as shown on the plans and as required to complete the work. The work also included leveling the "whoop-dee-do" (vertical curve) over the horse and pedestrian tunnel on La Paz Road between Charlton Drive and Alameda Avenue using an innovative polymer injection technique, and replacement of curb ramps on Paseo de Valencia and on Alicia

Parkway using Community Development Block Grant funding.

Eight contract change orders were executed for this project. The first contract change order was for the installation of conduit from median nose to median nose to accommodate any future installation of electrical and/or reclaimed water for the medians on Paseo de Valencia. At the time of project award by City Council on October 8, 2024, the City Council directed staff to execute this change order. The cost associated with this change order was \$68,816.58. The remaining change orders were related to irrigation, striping, and minor construction changes in the field.

The total construction cost of the project was \$5,404,464.13, which was less than the original contract's projected cost.

The contractor has submitted a final retention payment request for approval in the amount of \$270,222.12. Procedurally, a five-percent (5%) retention is withheld from each payment to assure final performance of the work.

Prior to paying the retention payment, the City Council must first certify the completion of and accept the improvements, and City staff must record a notice of completion with the County of Orange. The retention may be paid 35 days after the date of recordation of the Notice of Completion if no liens have been filed.

Therefore, City staff recommend that the City Council: 1. Certify the completion of and accept the improvements for the subject project; 2. Authorize the Public Works Director to sign the Notice of Completion; 3. Authorize the recording of the Notice of Completion with the County of Orange and to release the faithful performance and payment bonds one year and 35 days, respectively, after the date of recordation of the Notice of Completion contingent upon no claims or liens being filed with the City; and 4. Authorize payment of the final retention 35 days after the date of recordation of the Notice of Completion in the net amount of \$270,222.12, if no liens have been filed.

**Fiscal Impact:**

The progress payment is within the FY2025/2026 Capital Improvement Program budget for the Paseo de Valencia and La Paz Road Pavement Rehabilitation Project, CIP 104/109. A detailed summary of expenses is below.

Original Construction Contract Award Amount/Projected Construction Cost:  
\$5,565,584.00



Contract Items Construction Cost (based on actual quantities of bid items constructed):  
\$5,270,073.51

Total of Contract Change Orders: \$134,389.53

Final Construction Cost: \$5,404,463.04

Design Cost: \$165,301.20

Geotechnical Engineering and Pavement Testing Cost: \$72,585.00

Project Management and Inspection Cost: \$173,298.75

Other Miscellaneous Cost: \$30,533.06

Total Project Cost: \$5,846,181.05

Budget (total of budgets for FY23/24 & FY24/25): \$6,246,350.00

**Amount Under Budget:** \$400,168.95

In addition, reimbursements from El Toro Water District and Moulton Niguel Water District for water valve and sewer manhole adjustments are pending, which will further decrease the total construction cost for the City.

A portion of the original budget came from Community Development Block Grant funds totaling \$275,000 and from Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds totaling \$200,000. Gas tax funds and General Fund reserves funded the balance of the project.

**Attachments:**

1. Notice of Completion CIP 104/109
2. Project Photos

Recording Requested By:  
The City of Laguna Hills

When Recorded Mail To:  
Jennifer Lee, City Clerk  
City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, CA 92653

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§ 6103, 27383

SPACE ABOVE THIS LINE OF FOR RECORDER'S USE

### NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on August 26, 2025.

Description of Improvements

Paseo de Valencia and La Paz Road Pavement Rehabilitation Project, CIP 104/109

General Location

Various Locations within the City of Laguna Hills

Owner of Property Address

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

Contractor

Hardy & Harper, Inc.  
32 Rancho Circle  
Lake Forest, CA 92630

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

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

Dated: August 26, 2025

\_\_\_\_\_  
Joseph J. Ames, P.E., T.E., Public Works Director/City Engineer City of Laguna Hills

*EXEMPT FROM NOTARY ACKNOWLEDGEMENT REQUIREMENTS  
PER GOVERNMENT CODE § 27287 AND CIVIL CODE § 9208*

\_\_\_\_\_  
Jennifer Lee, CMC, City Clerk

## Before Construction Photos

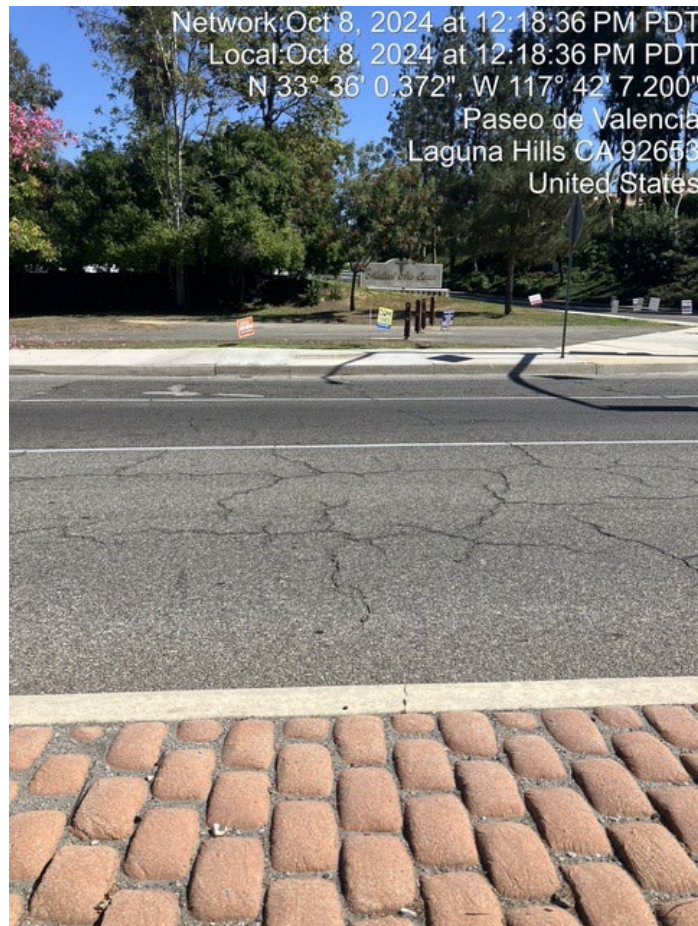




## Before Construction Photos



Example of Pavement on Northbound Paseo de Valencia  
in front of Post Office





## Before Construction Photos



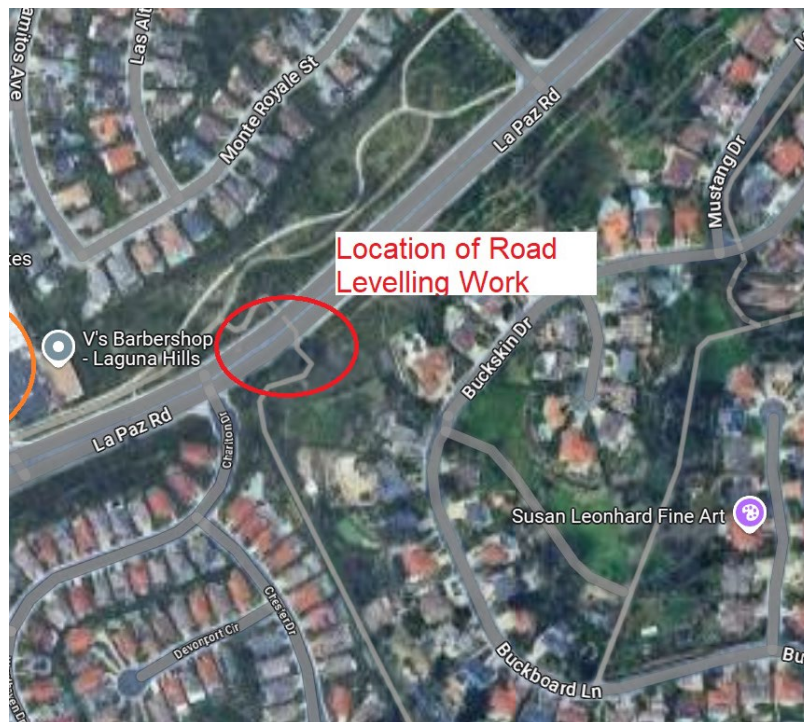
Example of Pavement on Eastbound La Paz Road near entrance to Falcon Hill (east of Moulton)



## During Construction Photos



Vertical curve “whoop-dee-do” repairs by injecting polymer into the roadway on a grid pattern to raise the asphalt and stabilize the base.





## During Construction Photos



Work on Paseo de Valencia





## During Construction Photos



Work on Paseo de Valencia







Loop contractor setting up equipment in construction zone for northbound traffic on Paseo Del Valencia.



Laborers cut ahead loops for the intersection of El Toro Road and Paseo Del Valencia



Contractor begins demolition of the stairs into the soccer field at Community Center Park



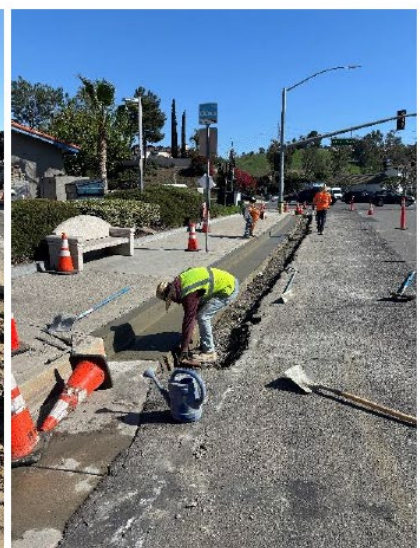
Laborers form ADA ramp at the southeast corner of the intersection of Hwy 73 and La Paz



Slot patching in lifts.



Ramp compaction  
PDV/Beckenham



8" curb/Gutter PDV N/of Alicia



## During Construction Photos



Work on La Paz Road





## After Construction Photos



Paseo de Valencia new pavement surface and full height median curbs





## After Construction Photos





## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Joe Ames, Interim City Manager  
**Issue:** Informal Bidding Ordinance Use Quarterly Report for Public Works Projects

---

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

---

### Background:

On October 24, 2023, the City Council adopted an Ordinance adding Chapter 3-36 (Informal Bidding – Public Projects) to Title 3 (Revenue and Finance) of the Laguna Hills Municipal Code to provide informal bidding procedures in accordance with the Uniform Public Construction Cost Accounting Act.

Chapter 3-36 reduces contract award process time, improves the timeliness of project completion, reduces paperwork, and simplifies overall project administration for “public projects” more than \$5,000 and up to \$200,000. “Public projects” are defined to include: construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility. This definition also includes painting or repainting of any publicly owned, leased, or operated facility (Public Contract Code Section 22002).

During the discussion of the adoption of the Ordinance, City Council directed that City staff prepare a quarterly report for City Council review of the use of Chapter 3-36 for public projects that were let by negotiated contract. Under Chapter 3-36, the City Manager may let public projects of \$60,000 or less by negotiated contract. Public projects over \$60,000 up to \$200,000 may use a streamlined procedure for bidding, but the contract must be awarded by City Council.



Attached is a list of public projects during the most recent quarter (for the period of April 1, 2025 through June 30, 2025) let by negotiated contracts between \$5,000 and \$60,000.

**Fiscal Impact:**

The public projects during the most recent quarter let by negotiated contracts totaled \$118,064.28. The attached report details the account numbers from which each invoice was paid. Sufficient budget was available in each account number for the work.

**Attachments:**

1. Quarterly Informal Bidding Ordinance Report April 1 to June 30 2025

City of Laguna Hills

Informal Bidding Ordinance: Quarterly Report of Negotiated Contracts - Paid Invoices

April 1 to June 30, 2025

| Vendor                  | Invoice No. | Date         | Amount              | Account No.                                  | Description of Services           |
|-------------------------|-------------|--------------|---------------------|----------------------------------------------|-----------------------------------|
| <b>INVOICES</b>         |             |              |                     |                                              |                                   |
| BrightView              | 4881917     | 4/23/2025    | \$20,481.19         | 355-700.000 (Landscape Maintenance)          | Costeau Park Baseball Infield     |
| FloorXperts             | 25C-10002   | 6/15/2025    | \$9,511.00          | 600-250-950.505 (Civic Center Improvements)  | Suite 320 Carpet Installation     |
| G2 Construction, Inc.   | A252425     | 4/24/2025    | \$8,424.00          | 355-720.401 (Public Works Other Maintenance) | Concrete Repairs                  |
| Jamey Clark, Inc.       | 76262       | 4/22/2025    | \$18,275.00         | 355-720.701 (Parks Contract Repair)          | Repair and Replace Park Equipment |
| Jamey Clark, Inc.       | 76450       | 6/4/2025     | \$6,902.09          | 600-250-950.505 (Civic Center Improvements)  | Paint Suite 320                   |
| Olson Superior Plumbing | 10072       | 4/16/2025    | \$10,800.00         | 600-250-950.505 (Civic Center Improvements)  | Suite 205 Plumbing                |
| Ontario Refrigeration   | CMJ25001-01 | 4/9/2025     | \$23,120.00         | 600-250-950.505 (Civic Center Improvements)  | Suite 100 Replace 3.5 ton WSHP    |
| Ontario Refrigeration   | C11645      | 5/16/2025    | \$12,931.00         | 600-250-950.505 (Civic Center Improvements)  | Suite 205 HVAC Computer Controls  |
| RJ Electric             | 78840T      | 5/16/2025    | \$7,620.00          | 355-720.701 (Parks Contract Repair)          | Pedestal Installation             |
|                         |             |              |                     |                                              |                                   |
|                         |             |              |                     |                                              |                                   |
|                         |             | <b>TOTAL</b> | <b>\$118,064.28</b> |                                              |                                   |



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Holland Gannon, Community Services Director  
**Issue:** 2025 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee

---

**Recommendation:** That the City Council: 1. Receive and file the report; and 2. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Authorizing Community Assistance Funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California Nonprofit Corporation."

---

### Background:

The 26th annual City of Laguna Hills Memorial Day Half Marathon, 5K and 10K, honoring the USMC Dark Horse Battalion, took place on Monday, May 26, 2025. Two thousand two hundred and thirteen (2,213) individuals participated in the event. Table 1 below lists the top five cities with the most participants and Table 2 below provides the number of participants per race event.

**Table 1: Registration Totals by City**

| City          | Total Registrations |
|---------------|---------------------|
| Laguna Hills  | 166                 |
| Mission Viejo | 162                 |
| Aliso Viejo   | 143                 |
| Irvine        | 139                 |
| Laguna Niguel | 99                  |

**Table 2: Participation Totals by Race Distance**

| Event Title   | Total Registrations |
|---------------|---------------------|
| 5K            | 878                 |
| 10K           | 652                 |
| Half Marathon | 583                 |
| Diaper Dash   | 38                  |
| Kids Run      | 62                  |

The 2025 event saw changes to the road closures, which were well-received. All major roadways were closed in the direction of the race, which made for a safer and more enjoyable runner experience. This, coupled with the changes to the course from 2024 (which took 10K and half marathon runners off the roadways), was well-received.

At the April 22, 2025, meeting, the City Council approved The Parentis Foundation as the nonprofit partner for the beer garden. As the nonprofit partner, the Parentis Foundation provided volunteers to assist at the beer garden and received \$500 in beer garden proceeds.

The 2025 Community Expo featured the popular Kid's Run and Diaper Dash, a Mexican food vendor, local businesses, as well as Marines from the 3/5 Battalion and Team Darkhorse. The Grand Marshal of the event was Sargeant Jarrett Kraft. Sargeant Kraft gave an opening speech before the race, as well as speaking onstage at the Community Expo. Beer for the beer garden was from GameCraft Brewing.

The City Council, at its October 24, 2023 meeting, directed City staff to prepare an authorizing resolution for community assistance funding in the amount of \$10,000 per year, removing the pledge formula (originally established by the City Council in 2011) based on number of race registrants for continued funding assistance to the 3rd Battalion, 5th Marines, 1st Division Support Committee ("Team Darkhorse").

A resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Authorizing Community Assistance Funding for the 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines, 1<sup>st</sup> Division Support Committee, a California Non-Profit Corporation", is attached to this report for approval.

## Fiscal Impact:

A summary of the 2025 race event expenditures and revenue is provided in Table 3 below. Revenues for the race event were budgeted at \$170,000 and expenses at \$205,000 in the City's biennial budget for the 2025 event. Event revenue is \$186,875 and event expenditures are \$221,617.

**Table 3: Race Expenditures**

|                                                           |                    |
|-----------------------------------------------------------|--------------------|
| <b>A) Event Revenue</b>                                   |                    |
| Race Registrations                                        | \$ 183,025         |
| Sponsorships                                              | \$ 3,850           |
| <b>Total Revenue</b>                                      | <b>\$ 186,875</b>  |
| <b>B) Event Direct Expenses</b>                           |                    |
| Advertising and Website                                   | \$ 9,673           |
| Awards & Finisher Medals                                  | \$ 8,515           |
| Electrical                                                | \$ 1,535           |
| Event Management Services (permits, Spectrum Sports, etc) | \$ 72,351          |
| Event and Expo Supplies (bibs, radios, etc)               | \$ 1,168           |
| The Parentis Foundation                                   | \$ 500             |
| Medical Support                                           | \$ 2,503           |
| Meridian Barricades                                       | \$ 16,594          |
| Police Services                                           | \$ 4,024           |
| Race Services (DJ, Pacing Team, Kids Run)                 | \$ 6,595           |
| Race Shirts                                               | \$ 19,474          |
| Rentals (Expo, Portable Restrooms, Jumpers, etc)          | \$ 26,183          |
| Security                                                  | \$ 1,054           |
| Shuttle buses & parking services                          | \$ 5,210           |
| Traffic Control                                           | \$ 34,915          |
| Trucks & Storage                                          | \$ 191             |
| Water & Food Supplies                                     | \$ 1,131           |
| Team Darkhorse Community Assistance Funding               | \$ 10,000          |
| <b>Total Expenses</b>                                     | <b>\$ 221,617</b>  |
| <b>C) Estimated Staff Costs</b>                           |                    |
|                                                           | <b>\$ 21,224</b>   |
| <b>D) Net Event Expenses incl. Estimated Staff Costs</b>  |                    |
|                                                           | <b>\$ (55,966)</b> |
| <b>E) Net Event Expenses</b>                              |                    |
|                                                           | <b>\$ (34,741)</b> |

## Attachments:

1. Proposed Resolution - 2025 Community Assistance Funding for Team Darkhorse



RESOLUTION NO. 2025-08-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING COMMUNITY ASSISTANCE FUNDING FOR THE 3<sup>RD</sup> BATTALION, 5<sup>TH</sup> MARINES, 1<sup>ST</sup> DIVISION SUPPORT COMMITTEE, A CALIFORNIA NONPROFIT CORPORATION

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

WHEREAS, at the discretion of the City Council, the City may provide community assistance funding to certain community groups and nonprofit organizations that provide community service, support, and/or programming efforts intended to enhance the quality of life of the City's residents, provided the City Council finds and determines that the expenditure of such community assistance funding fulfills a public purpose and provides a direct public benefit within the City of Laguna Hills; and,

WHEREAS, at the October 24, 2023 meeting, directed staff to prepare an authorizing resolution for community assistance funding in the amount of \$10,000 per year, removing the pledge formula based on number of race registrants for continued funding assistance to the 3rd Battalion, 5th Marines, 1st Division Support Committee ("Team Darkhorse") after the conclusion of each Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event; and,

WHEREAS, through the adoption of this Resolution, a majority of the City Council desires to make public purpose findings in order to authorize the expenditure of community assistance funding to the 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines, 1<sup>st</sup> Division Support Committee in consideration of the work and services the Support Committee provided to enhance the quality of the 2025 Laguna Hills Memorial Half Marathon 10K & 5K Honoring the United States Marine Corps Dark Horse Battalion event.

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. The City Council hereby authorizes and directs that the City provide community assistance funding in the amount of \$10,000 to the 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines, 1<sup>st</sup> Division Support Committee, a California nonprofit corporation.

SECTION 3. The City Council hereby finds and determines that the expenditure of community assistance funding in the Fiscal Year 2024/25 Operating Budget to the 3<sup>rd</sup> Battalion, 5<sup>th</sup> Marines, 1<sup>st</sup> Division Support Committee as authorized herein fulfills a public purpose and provides a direct public benefit to the residents of the City of Laguna and surrounding community.

PASSED, APPROVED AND ADOPTED this 26th day of August 2025.

---

JOSHUA SWEENEY, MAYOR

ATTEST:

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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. 2025-08-26-X adopted by the City Council of the City of Laguna Hills, California, at a  
Regular Meeting thereof held on the 26th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

---

JENNIFER LEE, CITY CLERK



## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Holland Gannon, Community Services Director  
**Issue:** 2025 4th of July Post-Event Report

---

**Recommendation:** That the City Council receive and file the 2025 4th of July Celebration post-event report.

---

### **Background:**

The City of Laguna Hills hosted its annual 4th of July Celebration at the Laguna Hills Sports Complex on Friday, July 4, 2025. Staff estimates that there were approximately 7,000 attendees.

The event began at 4:00 PM and provided a variety of family-fun entertainment. The celebration featured a variety of activities, games, food, and vendor and information booths throughout the evening. From 4:00 PM to 6:00 PM, there were yard games including corn hole, water balloon tosses, sack races, egg on a spoon obstacle courses, and more. Live music by Anthem Road began at 6:00 PM and went until 8:45 PM. Shortly after, Mayor Sweeney offered a welcome and comments, which led into the National Anthem, sung by a Laguna Hills High School student, Ryah Stefani. The night concluded with a spectacular fireworks show.

The elements for the event are further described below:

**Activities/Games:** Two (2) inflatable obstacle courses were rented this year, "Adrenaline Rush" and "360 Extreme Obstacle Course". City staff secured three (3) face painters for the event. Additionally, staff hosted PLINKO and gave away prizes such as candy, glow sticks, water bottles, backpacks, patriotic gear, and more.

**Additional Entertainment:** Once again, historical actor Abraham Lincoln attended the event. Mr. Lincoln was very popular and families enjoyed taking pictures and interacting with him. He roamed throughout the event, as well as taking pictures under the gazebo with the flag as a backdrop.

**Food:** Staff reached out to the non-profit groups that have previously sold food items at the event. Laguna Hills High School Music Boosters and Water Polo Boosters participated in the event and sold the following items:

- LHHS Music Boosters: nachos, churros, popcorn, and candy
- LHHS Water Polo Boosters: shave ice and water

To ensure that there was an adequate amount of food for those in attendance, staff secured seven (7) food vendors for the event. The food vendors in attendance included:

- Balvina's Mexican Kitchen
- The Family Ice Cream
- Jackie's Kitchen
- Fried Out
- White Rabbit Food Truck
- Naciente Grill
- SE Food Team (BBQ tent)

**Information Booths & Displays:** Informational booths at the event included the City of Laguna Hills information booth and 3/5 Support Committee booth. Unfortunately, the 3/5 Marines were unable to attend with static displays. Moulton Niguel Water District was also in attendance with a water truck, providing fresh water to attendees. Custom City of Laguna Hills reusable aluminum cups were provided by CR&R.

**Firework Display:** At the April 22<sup>nd</sup>, 2025 City Council meeting, City Council directed staff to approve the Fireworks Display Agreement between Garden State Fireworks and the City of Laguna Hills for 2025 and authorized the City Manager to proceed with the proposed agreement. The show was approximately 18 minutes long and cost \$47,000. The firing location for the show was the grass area between the football field and the baseball field on the Laguna Hills High School campus. City staff arranged for cleaning and removing firework debris from the high school property the Monday following the event.

**Fiscal Impact:**

Staff is still collecting final invoices. However, a summary of the 2025 4th of July Celebration estimated expenditures and revenue is provided in Table 1 below. The budget for the 2025 Fourth of July Celebration was \$108,000. To date, expenditures for the 2025 event total \$99,183. However, it is estimated that the final cost will be approximately \$103,000. Revenues totaled \$400.

|                                                          |                  |
|----------------------------------------------------------|------------------|
| <b>TABLE 1: Budget</b>                                   |                  |
| <b>A) Event Revenue</b>                                  |                  |
| Food truck vendor fees                                   | \$ 400           |
| <b>B) Event Direct Expenses</b>                          |                  |
| Fireworks Display                                        | \$ 47,000        |
| Historical Reenactor                                     | \$ 300           |
| Bounce Houses                                            | \$ 2,127         |
| Rentals                                                  | \$ 4,706         |
| Portable Restrooms                                       | \$ 2,029         |
| Face Painters                                            | \$ 2,000         |
| Stage and Sound                                          | \$ 18,723        |
| Band                                                     | \$ 4,500         |
| Event Supplies                                           | \$ 815           |
| Décor                                                    | \$ 322           |
| Electricity                                              | \$ 1,640         |
| OCSD                                                     | \$ 10,828        |
| Security Guards                                          | \$ 3,788         |
| SVUSD                                                    | \$ 405           |
| <b>Total Expenses</b>                                    | <b>\$ 99,183</b> |
| <b>C) Estimated Staff Costs</b>                          |                  |
|                                                          | \$ 11,949        |
| <b>D) Net Event Expenses incl. Estimated Staff Costs</b> |                  |
|                                                          | \$ 110,732       |
| <b>E) Net Event Expenses</b>                             |                  |
|                                                          | \$ 98,783        |

**Attachments:**

None





## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Jennifer Lowe, Community Development Director  
**Issue:** Development Application Status Report

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

---

### Background:

The purpose of this Status Report is to identify new and pending development applications in process with the City's Community Development Department which will require a public hearing. Links to project documents are available on the City's website at: <https://lagunahillsca.gov/PlanningProjects>.

|                            |                                                                                                                                                                    |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Case Number</b>         | USE-0234-2025 (MSP)                                                                                                                                                |
| <b>Project Location</b>    | 24801 Alicia Parkway                                                                                                                                               |
| <b>Project Description</b> | Request to amend master sign program for Laguna Hills Plaza                                                                                                        |
| <b>Applicant</b>           | Kasey Clark of AKC Permit, Inc. on behalf of Dutch Bros.                                                                                                           |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                             |
| <b>Status</b>              | The application was submitted on August 4, 2025. Staff is currently reviewing the application and plans; the item will be scheduled for public hearing when ready. |

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| <b>Case Number</b>         | USE-0233-2025 (CUP)                                                                                                                                                |
| <b>Project Location</b>    | 25526 Lone Pine                                                                                                                                                    |
| <b>Project Description</b> | Request for conditional use permit to allow a new roof deck in the rear yard of a residence                                                                        |
| <b>Applicant</b>           | Adrien Freire of Mudd Industries, Inc. on behalf of Albert Ong, Property Owner                                                                                     |
| <b>Project Planner</b>     | Kaden Likins, Contract Planner                                                                                                                                     |
| <b>Status</b>              | The application was submitted on August 7, 2025. Staff is currently reviewing the application and plans; the item will be scheduled for public hearing when ready. |

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| <b>Case Number</b>         | USE-0231-2025 (CUP)                                                                                                                                                |
| <b>Project Location</b>    | 23297 South Pointe Drive                                                                                                                                           |
| <b>Project Description</b> | Request for conditional use permit to establish a community care facility in the Mixed Use (MXU) zone.                                                             |
| <b>Applicant</b>           | Daniel Avdee, Manifest Behavioral Health                                                                                                                           |
| <b>Project Planner</b>     | David See, Contract Planner                                                                                                                                        |
| <b>Status</b>              | The application was submitted on August 1, 2025. Staff is currently reviewing the application and plans; the item will be scheduled for public hearing when ready. |

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| <b>Case Number</b>         | USE-0228-2025 (MSP)                                                                                                                                                       |
| <b>Project Location</b>    | 24451 Health Center Drive                                                                                                                                                 |
| <b>Project Description</b> | Request to amend master sign program to permit additional exterior signage for a medical office building.                                                                 |
| <b>Applicant</b>           | Rob Kerr, c a Architects on behalf of MemorialCare                                                                                                                        |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                                    |
| <b>Status</b>              | The application was submitted on July 23, 2025. Staff is currently reviewing the revised application and plans; the item will be scheduled for public hearing when ready. |

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| <b>Case Number</b>         | USE-0221-2025 (CUP)                                                                                                                                                    |
| <b>Project Location</b>    | 26502 Spur Branch Lane                                                                                                                                                 |
| <b>Project Description</b> | Request for conditional use permit to allow a new roof deck in the rear yard of a residence                                                                            |
| <b>Applicant</b>           | Mayer Hassani, Property Owner                                                                                                                                          |
| <b>Project Planner</b>     | Elizabeth Yee, Contract Planner                                                                                                                                        |
| <b>Status</b>              | The application was submitted on May 29, 2025. Staff is currently drafting a staff report; the item is tentatively scheduled for public hearing on September 23, 2025. |

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| <b>Case Number</b>         | USE-0216-2025 (MSP)                                                                                                                                       |
| <b>Project Location</b>    | 24231 - 24321 Avenida de Carlota (Oakbrook Village)                                                                                                       |
| <b>Project Description</b> | Request to amend master sign program to permit a revised design for a pylon identification sign for the commercial center.                                |
| <b>Applicant</b>           | John Loper on behalf of Laguna Hills Investment Company                                                                                                   |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                    |
| <b>Status</b>              | The application was submitted on April 1, 2025. Staff is currently reviewing the revised plans; the item will be scheduled for public hearing when ready. |

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| <b>Case Number</b>         | USE-0211-2025 (SDP/VTTM)                                                                                  |
| <b>Project Location</b>    | 23161 Mill Creek                                                                                          |
| <b>Project Description</b> | Request to redevelop a 2.34-acre commercial office property with 36 residential units.                    |
| <b>Applicant</b>           | Aylene Chu, on behalf of Toll West Coast, LLC (Toll Brothers) for Khoshbin Hillside, LLC (Property Owner) |
| <b>Project Planner</b>     | David Blumenthal, Contract Planner                                                                        |
| <b>Status</b>              | This project was initially submitted as a preliminary application                                         |

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|  | <p>under SB 330 on December 18, 2024. The formal development application was submitted on January 30, 2025. To date, the application has been deemed incomplete twice (February 28, 2025, and May 1, 2025), with the most recent resubmittal of the application by the Applicant received by staff on May 9, 2025. On May 28, 2025, the application was deemed complete. On June 27, 2025, the City submitted a letter to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. The applicant resubmitted plans on July 25, 2025. Currently, in accordance with Gov. Code §65589.5, the project is being reviewed by Staff.</p> |
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| <b>Case Number</b>         | USE-0210-2025 (MSP)                                                                                                                                                       |
| <b>Project Location</b>    | 25200 La Paz Road                                                                                                                                                         |
| <b>Project Description</b> | Request for a Master Sign Program for the medical office building at 25200 La Paz Road (Tayani Institute)                                                                 |
| <b>Applicant</b>           | Debbie Katz, RT 25200 La Paz, LLC                                                                                                                                         |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                                    |
| <b>Status</b>              | The application was submitted on February 18, 2025. Staff is currently drafting a staff report; the item is tentatively scheduled for public hearing on October 14, 2025. |

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| <b>Case Number</b>         | USE-0209-2025 (SDP/VTTM)                                                                                                   |
| <b>Project Location</b>    | 23272, 23282, 23422, 23382, 23332 Mill Creek Drive; 24461, 24411 Ridge Route Drive                                         |
| <b>Project Description</b> | Request to construct 464 residential units.                                                                                |
| <b>Applicant</b>           | John Stack, on behalf of Ridge Route LLC, KB Mill Creek DST, KB Spectrum Summit Plaza, LLC                                 |
| <b>Project Planner</b>     | David See, Contract Planner                                                                                                |
| <b>Status</b>              | This project was initially submitted as a preliminary application under SB 330 on October 29, 2024. The formal development |

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|  | <p>application was submitted on January 23, 2025. On April 18, 2025, staff notified the Applicant that the application was officially determined to be complete. Staff reviewed the entire application for consistency with applicable development standards in accordance with Gov. Code §65589.5. On June 17, 2025, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. The letter also listed additional technical review comments that will need to be addressed prior to scheduling the project for a public hearing.</p> |
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| <b>Case Number</b>         | USE-0166-2023 (SDP/TPM/PUP/PP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Project Location</b>    | 24422 Avenida de la Carlota, Oakbrook Plaza                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Project Description</b> | A request to construct a new 240-unit senior living apartment complex in a 7-story, podium-style development with four residential levels located above four parking levels, including one subterranean parking level. The existing office building on site will remain, with parking for the office building provided in the new parking structure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Applicant</b>           | Matt Haugen, BSP Oakbrook LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Project Planner</b>     | Adam Pisarkiewicz, Contract Planner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Status</b>              | <p>On April 11, 2024, a letter was sent to the Applicant deeming the Application complete. On June 10, 2024, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. On July 30, 2024, a letter was sent to the Applicant identifying additional technical review comments. In response to the technical comments from the City, the Applicant resubmitted plans to the City on April 1, 2025, and an updated traffic analysis on April 15, 2025. On June 11, 2025, Staff notified the Applicant of additional comments based on a further technical review that will need to be addressed prior to scheduling the project for a public hearing. On July 17, 2025, the Applicant resubmitted documents related to the City's technical review comments. On July 16, 2025,</p> |

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|  | <p>the City sent out notices inviting Native American Tribes the opportunity to consult on the environmental review process pursuant to CEQA and AB 52. On July 24, 2025, the Project Applicant notified the City of its position that the Project is exempt from review under CEQA pursuant to the newly enacted AB 130. Accordingly, the City sent a new notice to the tribes of the revised tribal consultation process under AB 130. The tribes have 60 days to request consultation.</p> |
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| <b>Case Number</b>         | USE-0147-2023 (SDP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Project Location</b>    | 25254 La Paz Road                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Project Description</b> | Request to construct 180 age-restricted, multiple-family dwelling units within an approximately 61-foot-tall, six-story building, including two parking levels (one subterranean) with 250 parking spaces.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Applicant</b>           | Nick Buchanan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Status</b>              | <p>On April 18, 2024, a letter was sent to the Applicant deeming the Application complete. On June 17, 2024, a letter was sent to the Applicant identifying reasons the proposed Project is, or potentially is, inconsistent, not in compliance, or not in conformity with City plans, programs, policies, ordinances, standards, and requirements. On July 15, 2025, the Project Applicant notified the City of its position that the Project is exempt from review under CEQA pursuant to the newly enacted AB 130. Related to CEQA, Native American tribal consultation was conducted and completed pursuant to AB 52. To assure the tribes that participated in the AB 52 consultation process that the Applicant and the City have provided the tribes that level of consultation to which they are legally entitled, the tribes were sent a new notice of the revised tribal consultation process under AB 130 and were invited to notify the City if the tribes the opportunity for any further consultation by August 15, 2025. The public hearing for the Project is scheduled for September 23, 2025.</p> |



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| <b>Case Number</b>         | USE-0165-2023 (ZTA/TTM/SDP)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Project Location</b>    | 23272 – 23282 Mill Creek Drive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Project Description</b> | Request to construct 48 detached residential condominium units.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Applicant</b>           | John Stack, on behalf of KB Spectrum Summit Plaza, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Status</b>              | On May 3, 2024, a letter was sent to the Applicant deeming the Application complete. On August 28, 2024, a letter was sent to the Applicant identifying additional technical review comments and informing the Applicant of significant design concerns. On October 29, 2024, the Applicant submitted an application for a larger development that includes this property. Staff is currently awaiting a withdrawal of the Application or resubmittal of plans. The Applicant has stated that they do not intend to withdraw the application until the newer application is closer to entitlement. |

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| <b>Case Number</b>         | USE-0195-2024 (SDPM)                                                                                                                                                                                                                                                                                                                                  |
| <b>Project Location</b>    | 24795 Alicia Parkway                                                                                                                                                                                                                                                                                                                                  |
| <b>Project Description</b> | Converting an existing full service carwash to an express carwash.                                                                                                                                                                                                                                                                                    |
| <b>Applicant</b>           | A&S Engineering, on behalf of Southland Property Investments, LLC                                                                                                                                                                                                                                                                                     |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                                                                                                                                                                                                                |
| <b>Status</b>              | The application was submitted on November 12, 2024. The most recent letter stating that the application remained incomplete with a list of items needed to continue processing the application was sent to the Applicant on May 14, 2025. Staff is currently awaiting resubmittal of plans; the item will be scheduled for public hearing when ready. |

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| <b>Case Number</b>         | USE-0172-2024 (CPMA)                                                                                                                                                                                  |
| <b>Project Location</b>    | 23521 Paseo de Valencia                                                                                                                                                                               |
| <b>Project Description</b> | Request to construct carports in the Taj Mahal parking lot to accommodate solar panels.                                                                                                               |
| <b>Applicant</b>           | Alisha Cosio, on behalf of Valta Energy                                                                                                                                                               |
| <b>Project Planner</b>     | Jay Wu, Senior Planner                                                                                                                                                                                |
| <b>Status</b>              | On March 29, 2024, a letter was sent to the Applicant deeming the Application incomplete. Staff is currently awaiting resubmittal of plans; the item will be scheduled for public hearing when ready. |

**Fiscal Impact:**

None.

**Attachments:**

None



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Eric Hendrickson, Finance Director  
**Issue:** Resolution Approving a Correction in Property Tax Allocation for Certain  
Parcels Between the Cities of Laguna Hills and Laguna Niguel and Approval of  
a Proposed Property Tax Transfer Agreement

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**Recommendation:** That the City Council:

1. Conduct a public hearing to consider the effect of the proposed correction and transfer of property tax revenue on fees, charges, assessments, taxes, or other revenues;
2. Approve a proposed Property Tax Transfer Agreement and authorize the Interim City Manager to sign the Agreement; and
3. Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Approving a Correction in Property Tax Allocation for Certain Parcels Between the Cities of Laguna Hills and Laguna Niguel."

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**Background:**

Prior to the incorporation of the City of Laguna Hills and the City of Laguna Niguel, residents of the City of Laguna Niguel formed the Laguna Niguel Community Services District ("CSD") which included certain properties ultimately located within the boundaries of the City of Laguna Hills, currently identified as Assessor Parcel Numbers 636-211-03, 636-211-04, 636-211-05, 636-211-06, 636-211-07, and 636-211-08. ("Subject Parcels") On April 13, 2004, the Orange County Local Agency Formation Commission ("LAFCO") adopted Resolution DS 05-02 dissolving the CSD (the "LAFCO

Resolution”), and on May 16, 2005, LAFCO recorded a Certificate of Completion (“Certificate”), which implemented the LAFCO Resolution. The LAFCO Resolution and Certificate both provided that as a condition of approval of the dissolution, the property tax revenue from the Subject Parcels would be redirected to the City of Laguna Hills.

The Cities of Laguna Hills and Laguna Niguel have discovered that, notwithstanding the condition set forth in the LAFCO Resolution and Certificate, the property tax revenue from the Subject Parcels, by inadvertent error, has been allocated to the City of Laguna Niguel rather than to the City of Laguna Hills following dissolution of the CSD.

Revenue and Taxation Code section 99.02 allows a local agency, by the adoption of a resolution, to determine to transfer property tax revenue to other local agencies having the same tax rate areas. Section 99.02 requires that, in order for the proposed transfer of property tax revenue to be effective, (i) the Cities of Laguna Hills and Laguna Niguel must hold public hearings to consider the effect of the proposed transfer; (ii) the City of Laguna Niguel must adopt a resolution determining to transfer the property tax revenues from the Subject Parcels to the City of Laguna Hills; (iii) notice of such resolution must be provided to the County of Orange; and (iv) the County of Orange must concur with the proposed transfer and notify the County auditor, by resolution, of the County’s approval.

During the public hearing, the City Council will consider the effect of the proposed correction and transfer of property tax revenue from the Subject Parcels on fees, charges, assessments, taxes, or other revenues.

Pursuant to Revenue and Taxation Code section 99.02, following the public hearing, the City Council will be asked to consider adoption of a proposed resolution approving the correction in property tax allocation under which property tax revenue from the Subject Parcels would correctly and prospectively be allocated to the City of Laguna Hills. The proposed resolution would also authorize the execution of documents necessary to effectuate the proposed correction and transfer, including a Property Tax Transfer Agreement pursuant to which the City of Laguna Niguel would agree that property tax revenue from the Subject Parcels is to correctly and prospectively be allocated to the City of Laguna Hills.

Separate from the prospective transfer of property tax revenue addressed by way of the proposed resolution and pursuant to prior City Council authorization, the City of Laguna Hills and the City of Laguna Niguel have entered into an Ad Valorem Property Tax Revenue Reimbursement Agreement and Release (“Reimbursement Agreement”), pursuant to which the City of Laguna Niguel has agreed to make a one-time

reimbursement payment to the City of Laguna Hills in the amount of \$45,783.20, representing the property tax revenue for the Subject Parcels for fiscal years 2021/2022, 2022/2023, and 2023/2024. The effectiveness of the Reimbursement Agreement is conditioned on the Cities of Laguna Hills and Laguna Niguel each adopting a resolution correcting prospectively the property tax revenue allocation for the Subject Parcels.

After the City Council takes the recommended actions and the City of Laguna Niguel adopts a resolution to transfer the property tax revenue for the Subject Parcels, the two cities will forward this information to the County of Orange for further processing and request County approval.

**Public Notice:**

Notice of the public hearing for the proposed correction and transfer of property tax revenue was advertised in an adjudicated newspaper of general circulation on August 14, 2025. To date, no comments have been received. Any written comments received will be distributed at the City Council Public Hearing.

**Fiscal Impact:**

There are two positive fiscal impacts to the City of Laguna Hills. First, the City is able to recapture three prior years of misdirected allocations, for a total of \$45,783.20. The City of Laguna Niguel is paying this sum directly to the City of Laguna Hills. Second, the corrected property tax allocation from these sites will increase General Fund revenues by approximately \$17,000 per year (subject to annual Prop 13 increases).

**Attachments:**

1. Proposed Resolution
2. Property Tax Transfer Agreement

RESOLUTION NO. 2025-08-26-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING A CORRECTION IN PROPERTY TAX ALLOCATION FOR CERTAIN PARCELS BETWEEN THE CITIES OF LAGUNA HILLS AND LAGUNA NIGUEL

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

WHEREAS, prior to the incorporation of the City of Laguna Hills and the City of Laguna Niguel ("Laguna Niguel") (sometimes collectively, "Cities"), residents of Laguna Niguel formed the Laguna Niguel Community Services District ("CSD") which included certain properties ultimately located within the boundaries of Laguna Hills, currently identified as Assessor Parcel Numbers 636-211-03, 636-211-04, 636-211-05, 636-211-06, 636-211-07, and 636-211-08 ("Subject Parcels"); and

WHEREAS, on or around April 13, 2004, the Orange County Local Agency Formation Commission ("LAFCO") adopted Resolution DS 05-02 dissolving the CSD (the "LAFCO Resolution"), and on May 16, 2005, LAFCO recorded a Certificate of Completion ("Certificate"), which implemented the LAFCO Resolution. The LAFCO Resolution and Certificate both provided that as a condition of approval of the dissolution, the property tax revenue from the Subject Parcels would be redirected to Laguna Hills; and

WHEREAS, the Cities have discovered that, notwithstanding the condition set forth in the LAFCO Resolution and Certificate, the property tax revenue from the Subject Parcels, by inadvertent error, has been allocated to Laguna Niguel rather than to Laguna Hills following dissolution of the CSD; and

WHEREAS, the Cities have agreed that this mistake should be corrected and that the property tax revenue from the Subject Parcels should be prospectively transferred to Laguna Hills; and

WHEREAS, Revenue and Taxation Code section 99.02 allows a local agency, by the adoption of a resolution, to determine to transfer property tax revenue to other local agencies having the same tax rate areas. Section 99.02 requires that, in order for such a transfer to be effective, (i) the Cities hold public hearings to consider the effect of the proposed transfer; (ii) Laguna Niguel adopt a resolution determining to transfer the property tax revenues from the Subject Parcels to Laguna Hills; (iii) notice of such resolution be provided to the County of Orange; and (iv) the County of Orange concur with the proposed transfer and notify the County auditor, by resolution, of the County's approval; and

WHEREAS, on August 26, 2025, Laguna Hills conducted a duly noticed public hearing in accordance with Revenue and Taxation Code section 99.02 to consider this correction and property tax transfer.



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 and findings are true and correct and incorporated herein by this reference.

SECTION 2. The City Council of the City of Laguna Hills does hereby agree that ad valorem property taxes from the Subject Parcels previously distributed to the Laguna Niguel CSD or the City of Laguna Niguel shall correctly and prospectively be allocated to the City of Laguna Hills.

SECTION 3. The Interim City Manager is hereby authorized to execute all necessary agreements and documents and take all necessary actions to effectuate this transfer, including executing the Property Tax Transfer Agreement attached hereto as Exhibit A.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions. Upon adoption of this Resolution and the execution of the Property Tax Transfer Agreement attached hereto as Exhibit A, the City Clerk shall transmit a copy of this Resolution to the County of Orange and solicit the County's concurrence with the proposed transfer of property tax revenue as described herein.

PASSED, APPROVED AND ADOPTED this 26<sup>th</sup> day of August 2025.

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JOSHUA SWEENEY, MAYOR

ATTEST:

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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. 2025-08-26-X adopted by the City Council of the City of Laguna Hills, California, at a  
Regular Meeting thereof held on the 26<sup>th</sup> day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

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JENNIFER LEE, CITY CLERK

# **EXHIBIT A**

## **PROPERTY TAX TRANSFER AGREEMENT**

## **PROPERTY TAX TRANSFER AGREEMENT**

This Property Tax Transfer Agreement (“Agreement”) is entered into by and between the City of Laguna Niguel (“Laguna Niguel”) and the City of Laguna Hills (“Laguna Hills”). Laguna Niguel and Laguna Hills are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

### **RECITALS**

WHEREAS, prior to the incorporation of either Party, residents of Laguna Niguel formed the Laguna Niguel Community Services District (“CSD”) which included certain properties ultimately located within the boundaries of Laguna Hills, currently identified as Assessor Parcel Numbers 636-211-03, 636-211-04, 636-211-05, 636-211-06, 636-211-07, and 636-211-08 (“Subject Parcels”);

WHEREAS, on or around April 13, 2004, the Orange County Local Agency Formation Commission (“LAFCO”) adopted Resolution DS 05-02 dissolving the CSD (the “LAFCO Resolution”), and on May 16, 2005, LAFCO recorded a Certificate of Completion (“Certificate”), which implemented the LAFCO Resolution. The LAFCO Resolution and Certificate both provided that as a condition of approval of the dissolution, the property tax revenue from the Subject Parcels would be redirected to Laguna Hills;

WHEREAS, the Parties have discovered that, notwithstanding the above-referenced condition set forth in the LAFCO Resolution and Certificate, the property tax revenue from the Subject Parcels, by inadvertent error, has been allocated to Laguna Niguel rather than to Laguna Hills following dissolution of the CSD;

WHEREAS, the Parties desire to correct this error and for the property tax revenues from the Subject Parcels to be prospectively transferred to Laguna Hills. The Parties acknowledge that in order for Laguna Hills to receive the correct property tax allocation, the Parties must follow the procedure in California Revenue and Taxation Code section 99.02, and that the County of Orange (“County”) must agree to implement the correction before the property tax allocation issue can be corrected prospectively;

WHEREAS, the Parties have entered into an Ad Valorem Property Tax Revenue Reimbursement Agreement and Release (“Reimbursement Agreement”) pursuant to which Laguna Niguel has agreed to make a one-time payment to Laguna Hills representing the property tax revenue for the Subject Parcels for fiscal years 2021/2022, 2022/2023, and 2023/2024. The Reimbursement Agreement includes, as a condition precedent, the adoption by each Party of a resolution correcting prospectively the property tax revenue allocation for the Subject Parcels. The Reimbursement Agreement also includes a mutual release of all claims and rights relating to the allocation of property tax revenue for the Subject Parcels received prior to the effective date of the Reimbursement Agreement.

## **REPRESENTATIONS**

The Parties represent and warrant as follows:

- (a) That the individuals executing this Agreement expressly have the authority to execute this Agreement, and that this Agreement as so executed will be binding upon the Parties;
- (b) That the Parties for whom these individuals execute this Agreement are the sole owners of all rights, title, and interests in and to all all matters settled and released under this Agreement and that they have not heretofore assigned, transferred, or purported to assign and/or transfer to any person or entity any matters, or portions thereof, settled and released under this Agreement;
- (c) That the representations set forth above shall endure forever and shall survive the execution and performance of this Agreement.

**NOW, THEREFORE**, in consideration of the promises set forth herein, the Parties agree as follows:

## **TERMS**

- 1. The above Recitals and Representations are incorporated herein in full as terms and/or conditions and/or provisions of this Agreement.
- 2. Effective Date: This Agreement shall become effective on the “Effective Date,” which means the latest date on which all of of the following have occurred: (i) both Parties sign this Agreement; and (ii) both Parties’ city council adopt resolutions determining to correct prospectively the property tax revenue allocation for the Subject Parcels (“Parties’ Resolutions”).
- 3. Property Tax Revenue Transfer: Laguna Niguel agrees that ad valorem property taxes from the Subject Parcels previously distributed to the CSD or Laguna Niguel shall correctly and prospectively be allocated to Laguna Hills.
- 4. Consideration: The Parties acknowledge the existence of good and valuable consideration for their respective promises relative to the correction of the property tax revenue misallocation for the Subject Parcels, including the promises set forth herein and the promises contained within the Reimbursement Agreement.
- 5. Notification to the County: Pursuant to the procedure set forth in California Revenue and Taxation Code section 99.02, upon adoption of the Parties’ Resolutions, each Party will notify the County of the property tax revenue transfer agreement described

herein by transmitting a copy of that Party's Resolution approving of the property tax transfer to the County and/or its official(s) or department(s) as necessary.

6. Further Assurances and Cooperation: The Parties, without further consideration, agree to execute and deliver such other documents and to take such other action necessary, convenient, or desirable to effect the provisions and fulfill the purposes of this Agreement.

7. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document. Electronic and/or scanned signatures are to be deemed equivalent to original signatures.

8. Severability: If any part or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Modifications: This Agreement may be amended or modified only by a writing signed by all Parties.

10. Final Agreement: The Parties acknowledge that this Agreement has resulted from negotiations between the Parties. Therefore, the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. The Parties hereto have participated in the drafting and preparation of this Agreement and, therefore, in any construction to be made of this Agreement the same shall not be construed against any of the Parties.

11. Paragraph Headings: The paragraph headings used in this Agreement are intended solely for convenience and reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of the provisions hereof.

12. Governing Law: This Agreement shall in all respects be enforced and governed by and under the laws of the State of California.

*[SIGNATURES ON THE FOLLOWING PAGE]*



Dated: \_\_\_\_\_, 2025

**CITY OF LAGUNA NIGUEL**

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Tamara Letourneau  
City Manager

Dated: \_\_\_\_\_, 2025

**CITY OF LAGUNA HILLS**

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Joseph Ames  
Interim City Manager

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2025

**BEST BEST & KRIEGER LLP**

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Scott C. Smith  
City Attorney for City of Laguna Niguel

Dated: \_\_\_\_\_, 2025

**WOODRUFF & SMART, APC**

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Gregory E. Simonian  
City Attorney for City of Laguna Hills



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Jennifer Lowe, Community Development Director  
**Issue:** First Reading of Proposed Ordinances Amending Title 10 (Buildings and Construction) and Chapter 5-16 (Fire Code) of the Laguna Hills Municipal Code and Adopting by Reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24) Consisting of the California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Energy Code, Historical Building Code, Fire Code, Existing Building Code, Green Building Standards Code, and Referenced Standards Code, and the Wildland-Urban Interface Code, Together with Certain Amendments, Additions, and Deletions Thereto, and Adopting By Reference the 2025 International Property Maintenance Code

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**Recommendation:** That the City Council:

1. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, Amending Title 10 (Buildings and Construction) of the Laguna Hills Municipal Code and Adopting by Reference the 2025 Edition of the California Building Standards Code (California Code of Regulations, Title 24), Consisting of the 2025 California Building Code, the 2025 California Residential Code Including Appendices BF and CI, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, the 2025 California Green Building Standards Code, the 2025 California Referenced Standards Code, and the 2025 California Wildland-Urban Interface Code Including Appendices F and G, Together with Certain Amendments, Additions, and Deletions Thereto; and Adopting by Reference the 2024 International Property Maintenance Code."
2. Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California,

amending Chapter 5-16 (Fire Code) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code and adopting by reference the 2025 Edition of the California Fire Code including Appendices B, BB, C, CC, and H together with certain amendments, additions, and deletions thereto.”

3. Direct staff to place the Ordinances on the September 9, 2026, meeting agenda for a public hearing and second reading, and prepare and publish the appropriate hearing notices.

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### **Background:**

The California Building Standards Code is updated and published on a three-year cycle and amends Title 24 of the State of California Code of Regulations. These codes are commonly referred to as the Building, Residential, Fire, Plumbing, Mechanical, Green, and Energy Codes and establish the minimum requirements for new construction. The purpose of these codes is to establish minimum requirements to safeguard public health, safety, and general welfare as well as to ensure that the built environment is accessible, energy efficient, sustainable, and safe from natural and manmade disasters.

The current 2022 triennial edition cycle of State building codes with local amendments became effective on January 1, 2023, and was adopted by the City Council on November 15, 2022. Local amendments by ordinance addressed local fire risks, based on the recommendations from Orange County Fire Authority (“OCFA”), as well as administrative amendments to allow for proper administration of appeal or abatement actions.

### **Proposal and Analysis:**

The State of California Building Standards Commission (“CSBC”) has adopted the 2025 California Building Standards Code, which includes the following codes:

- California Administrative Code
- California Building Code
- California Residential Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code

- California Wildland-Urban Interface
- California Energy Code
- California Historical Building Code
- California Existing Building Code
- California Green Building Standards Code
- California Referenced Standards Code
- California Fire Code

Additionally, staff recommends adopting by reference the 2024 International Property Maintenance Code, providing requirements for continued use and maintenance of building elements, site conditions, swimming pools, plumbing, mechanical, electrical and fire protection systems in existing residential and nonresidential structures.

Title 10 of the Laguna Hills Municipal Code (“LHMC”) will be amended and restated in its entirety with the adoption of the proposed 2025 California Building Standards Code and 2024 International Property Maintenance Code. Similarly, Chapter 5-16 of the LHMC will be amended and restated in its entirety with the adoption of the 2025 California Fire Code. In accordance with California Health and Safety Code Section 18938.5, all applications for building permits submitted on or after January 1, 2026, are subject to compliance with the 2025 California Building Standards Code.

#### 2025 California Building Standards Code – Noteworthy Changes

The 2025 California Building Standards Code includes significant updates focusing on energy efficiency, sustainability, and safety. While not a complete list, below are some of the noteworthy changes in the 2025 California Building Standards Code:

- **Administration:** Clarifies amount of refund of fees when the work has not yet commenced (checking work, or construction) on a project (or subsequent increments).
- **Lithium-Ion and Lithium Metal Batteries:** Automatic Sprinkler system required in B, F-1, M and S-1 Occupancy.
- **Guards on Retaining Walls:** Guard rail required on retaining walls greater than 36” above surfaces below.
- **Swimming pool fencing:** Pool fencing NOT exempt from permit.
- **Temporary Structures:** Public occupancy temporary structures allow for up to one year.
- **Sleeping Loft:** Sleeping lofts less than 70 sf and not exceeding 7’0” in ceiling height for more than half of the sleeping loft floor area are not considered an additional story.
- **Smoke Alarms:** Smoke alarms are now required in sleeping loft locations.

- **Appliance Seismic Restraints:** All appliances and equipment that are designed to be fixed in place need to be anchored.
- **Electric-Readiness:** Requirements are in place to encourage electric-ready infrastructure for commercial kitchens and some multifamily buildings, facilitating future conversions to electric appliances.
- **Ventilation:** Ventilation standards are strengthened to improve indoor air quality in multifamily buildings.

#### California Wildland-Urban Interface Code

A notable change to the 2025 California Building Standards Code is the addition of the California Wildland-Urban Interface Code (“CWUI”), which was adopted, based on the 2024 International Wildland-Urban Interface Code (“IWUIC”). The new CWUI consolidates various wildfire resilience requirements into a single location within Part 7 of the California Building Standards Code.

The Wildland Urban Interface (“WUI”) is a geographic area identified by the State as a Fire Hazard Severity Zone (“FHSZ”) at a significant risk from wildfires. On March 24, 2025, CalFire issued a letter and published new maps identifying Fire Hazard Severity Zones within the various jurisdictions, with Laguna Hills identified as having areas within Very High, High and Moderate FHSZs. As a result, properties located within the Very High and High FHSZs will be subject to new building codes intended to improve fire safety and reduce property loss from fire. The new building standard for the Very High and High FHSZs will be enforced by the Building Official as projects go through the plan checking process. Key requirements for properties within a WUI/FHSZ are set forth below:

- Defensible Space: Includes requirements for vegetation management, establishing a defensible space of 100 feet (or the property line) around buildings to aid firefighters and protect homes from wildfires.
- Home Hardening:
  - Exterior Walls and Windows: Three-coat stucco or fiber-cement siding are preferred for exterior walls, and dual-pane windows are required for radiant heat protection, with smaller window openings recommended in areas facing dense vegetation.
  - Roofing: Only Class A fire-rated roofing materials are permitted, with a focus on steel roofs combined with fire-resistant underlayment and metal edges.
  - Roof Vents: New vent designs must demonstrate ember resistance without compromising attic ventilation.
  - Decking Materials: Revised list of approved decking products, emphasizing

flame spread and ember resistance.

- Sales Disclosure: Property sellers must disclose the FHSZ designation to potential buyers.
- Vegetation Management: Provides guidelines on vegetation clearance, pruning, and maintenance to reduce fuel for wildfires.
- Address Visibility: Ensures address numbers are clearly visible from the street for emergency responders.

#### Amendments by Local Ordinance

Local ordinances that amend Title 24 building standards are subject to requirements of California law must be ratified and filed for each triennial edition of Title 24. To incorporate local amendments, the City may only make more restrictive modification and amendments if the City Council adopts findings relating to local climatic, geological or topographical conditions, and said findings are filed with the CSBC. The City has adopted local amendments during each of the prior triennial code adoption cycles that specifically address local conditions and priorities, including, but not limited to, recommended technical specifications from Orange County Fire Authority (“OCFA”), use of Class-A roofing material for residential re-roofs throughout the City, and provisions for additional drowning prevention features for single-family homes.

Consistent with California Health and Safety Code Section 17958.5, City staff and OCFA Fire Chief recommend local amendments to the 2025 State Codes. The 2025 edition of the California Building Standards Code contains 12 separate parts. No action is recommended related to the California Administrative Code because this part contains no substantive building regulations applicable to the City mandating adoption by reference or local amendments.

#### *Amendments to Building Code*

City staff is recommending a total of 16 amendments (10 Building Code Amendments, and 6 Residential Code Amendments) to the California Building Standards Code. Several of the proposed amendments are administrative or procedural in nature and ensure consistency with the standards previously adopted during the 2022 Code cycle. The remaining amendments to residential building standards are substantially equivalent to those adopted during the 2022 Code cycle and presently in effect and/or relate to home hardening (wildfire mitigation) measures. A summary of the proposed Building Codes amendments is listed in Attachment 3 of this report. Tables identifying each proposed amendment to the 2025 California Building Standards Code and the specific finding(s) supporting the amendments are included in the proposed Ordinance.



Additionally, staff recommends the City Council adopt by reference the 2024 International Property Maintenance Code, amended and restated as LHMC Chapter 10-80. The City Council previously adopted the 2021 Property Maintenance Code with the adoption of the 2022 triennial edition cycle of State building codes. The Property Maintenance Code addresses various aspects of property maintenance, including building structure, emergency egress, plumbing, electrical systems, fire protection, and site conditions in both residential and non-residential structures.

#### *Amendments to California Fire Code*

OCFA is requesting a total of 53 amendments to the California Fire Code for City Council consideration. Proposed amendments include changes and modifications to said Code that have been deemed reasonably necessary due to local conditions within Laguna Hills or the region. Majority of the requests are amendments that are substantially equivalent to those adopted during the 2022 Code cycle and presently in effect and/or relate to home hardening (wildfire mitigation) measures. Attachment 4 provides a summary of proposed Fire Code amendments by OCFA.

In summary, Table 1 identifies each part of the Building Standards Code as it relates to the LHMC and the applicable recommended action for the 2025 triennial code adoption cycle.

**Table 1- California Building Standards Code**

| <b>Code</b>              | <b>Recommended Action</b>   | <b>LHMC Chapter</b> |
|--------------------------|-----------------------------|---------------------|
| Administrative Code      | N/A                         | N/A                 |
| Building Code            | Adopt with local amendments | 10-28               |
| Residential Code         | Adopt with local amendments | 10-32               |
| Electrical Code          | Adopt with no amendments    | 10-36               |
| Mechanical Code          | Adopt with no amendments    | 10-40               |
| Plumbing Code            | Adopt with no amendments    | 10-48               |
| Energy Code              | Adopt with no amendments    | 10-52               |
| Historical Building Code | Adopt with no amendments    | 10-60               |
| Existing Building Code   | Adopt with no amendments    | 10-64               |

|                                          |                             |       |
|------------------------------------------|-----------------------------|-------|
| Green Building Standards Code            | Adopt with no amendments    | 10-68 |
| Referenced Standards Code                | Adopt with no amendments    | 10-76 |
| Wildland-Urban Interface                 | Adopt with local amendments | 10-88 |
| Fire Code                                | Adopt with local amendments | 5-16  |
| International Property Maintenance Code* | Adopt with no amendments    | 10-80 |

*\*supplement to California Standard Building Code*

The above-referenced State codes are available in the Community Development Department for review as well as online at the California Building Standards Commission website ([www.bsc.ca.gov](http://www.bsc.ca.gov)).

#### **CEQA Findings:**

The City Council finds that the proposed Ordinances are not subject to the California Environmental Quality Act ("CEQA") in accordance with Section 21065 of the California Public Resources Code and Section 15060(c)(2), 15060(c)(3), and 15378 of the California State CEQA Guidelines. The adoption of the California Building Standards Code and local ordinances will not result in a reasonably foreseeable physical change to the environment. Furthermore, in accordance with Section 15061(b)(3) of the State CEQA Guidelines, there is no possibility that the project will have a significant effect on the environment as the ordinances do not authorize development that would directly result in a physical change to the environment.

#### **Fiscal Impact:**

None.

#### **Attachments:**

1. 2025 Building Code Ordinance
2. 2025 Fire Code Ordinance
3. 2025 Building Code Amendments Summary Matrix
4. 2025 Fire Code Amendments Summary Matrix

## ORDINANCE NO. 2025-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE INCLUDING APPENDICES BF AND CI, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA REFERENCED STANDARDS CODE, AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE INCLUDING APPENDICES F AND G, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND ADOPTING BY REFERENCE THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City of Laguna Hills ("City") may adopt by reference the California Building Standards Code, 2025 Edition, as provided in Title 24 of the California Code of Regulations, and the 2024 International Property Maintenance Code; and

WHEREAS, the California Building Standards Commission recently adopted new amendments to the California Building Standards Code; and

WHEREAS, California Health & Safety Code Section 17958.5 *et seq.*, and 18941.5 authorize cities to modify the California Building Standards Code by adopting the same or modified requirements as are contained in the regulations adopted by the State pursuant to Health and Safety Code Section 17922, if such modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, based upon the recommendations of the Building Official, the City Council finds the proposed amendments to the 2025 California Building Standards Code set forth in this Ordinance, which are more restrictive than the standards adopted

by the California Building Standards Commission, would decrease the potential incidence of property damage, injury, and death due to fires and earthquakes, and are reasonable and necessary to mitigate local climatic, geological, or topographical conditions; and

WHEREAS, on August 12, 2025, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for August 26, 2025; and

WHEREAS, the City Council held a public hearing on August 26, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2025 California Building Standards Code as amended herein, as well as, the adoption of the 2024 International Property Maintenance Code; and

WHEREAS, the Community Development Department recommended that changes and modifications be made to the codes and have advised that certain said changes and modifications to the California Building Code, 2025 Edition, the California Residential Code, 2025 Edition, and the 2025 California Wildland-Urban Interface Code are reasonably necessary due to local conditions in the City of Laguna Hills and have further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the codes or are reasonably necessary to safeguard life and property within the City of Laguna Hills; and

WHEREAS, amendments related to life and fire safety contained in Table 1505.1, Sections 1505.1.2, 1807.1.6, 3109.2 of the 2025 Edition of the California Building Code, Table R301.2, Sections R902.1, R902.1.2, R902.2, and Appendix CI of the 2025 Edition of the California Residential Code, and Section 602.4, of the 2025 California Wildland-Urban Interface Code as recommended by the Community Development Department are hereby found to be reasonably necessary due to the local conditions described in Section 1 of this Ordinance, below; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

**SECTION 1.** Findings. The City Council hereby finds that the amendments to the 2025 California Building Code and 2025 California Residential Code are reasonably necessary because of local climatic, geological, or topographic conditions, and adopts the findings provided below to support the modifications to the 2025 California Building Code and 2025 California Residential Code.

## **I. Climatic Conditions**

- A. Orange County and the City of Laguna Hills are located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles greatly impact the response time to reach an incident scene. This necessitates the need for an increased level of fire protection. This added protection will supplement normal fire department response available and provide immediate protection for life and safety during fire occurrences.
- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County. This necessitates the need for additional fire protection features.
- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage capacities and consumption, and a limited amount of rainfall, particularly during extended periods of drought, future water allocation is not fully dependable. This necessitates the need for additional fire protection features.
- D. Dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing, including fuels such as wood shingles, or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.
- E. The warm, dry climate is conducive to swimming pools which creates a higher probability of child drowning where pools are unprotected, necessitating the need for additional fire protection features.

## **II. Topographical Conditions**

- A. Natural slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County are built and will continue to build. With much of the populated flatlands already built upon, future growth will likely occur on steep slopes and with greater constraints in terrain.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.
- C. Topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

## **III. Geological Conditions**

- A. The Orange County region is a densely populated area in a highly seismically active area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault. Located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.
- B. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake



standards of building codes places a building on the verge of being legally unsafe.”

- C. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable.
- D. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.
- E. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority

Additional amendments have been made to the 2025 California Building Standards Code. Such amendments are hereby found to be either administrative or procedural in nature or concern themselves with subjects not covered in such codes. The changes made include provisions making each of said codes compatible with other codes enforced by the City.

The findings above are applicable to amendments to the 2025 California Building Code and 2025 California Residential Code as follows:

**Code Section**

Chap 1, Div II  
Table 1505.1 CBC  
1505.1.2 CBC  
1807.1.6 CBC  
3109.2 CBC  
Table R301.2 CRC  
R902.1 CRC  
R902.1.2 CRC  
R902.2 CRC  
Appendix CI CRC  
602.4 CWUIC

**Findings in Section 1**

Administrative  
1-A,D, 3-A,B,C,D,E  
1-A,D, 3- A,B,C,D,E  
3-A  
1-E, 3-B,C  
Administrative  
1-A,D, 3- A,B,C,D,E  
1-1,2, 3- A,B,C,D,E  
1-1,2, 3- A,B,C,D,E  
1-E, 3-B,C  
1-A,B,C,D

**SECTION 2.** Chapter 10-28 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-28  
BUILDING CODE**

**10-28.010 Adoption of the California Building Code.**

The California Building Code, 2025 Edition, including Chapter 1, Division II, based on the 2024 Edition of the International Building Code as published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Building Code of the City of Laguna Hills, regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**10-28.030 Amendments to the California Building Code.**

Chapter 1, Division II – Scope and Administration.

Section 101.1, Title, is revised to read as follows:

**101.1 Title.** These regulations shall be known as the Building Code of the City of Laguna Hills, hereinafter referred to as “this code.”

Section 101.4, Referenced codes, is hereby revised to read as follows:

**101.4. Referenced codes.** The California Codes specified in Sections 101.1.1 through 101.4.7 and referenced elsewhere in this code shall be understood to mean and refer to those codes as adopted and amended by the City of Laguna Hills and set forth in Title 10 Buildings and Construction of the Laguna Hills Municipal Code.

Section 104.8, Liability, is amended to include the following:

**104.8 Liability.** The provisions of this section shall apply if the Building Official or his/her authorized representative are employees of this jurisdiction and shall also apply if the Building Official or his/her authorized representatives are acting under contract as agents of this jurisdiction.

Section 105.2, Work exempt from permit, is revised to read as follows:

(a) Section 105.2, Building exemption 2, is revised to read as follows:

2. Fences not over 6 feet (2134 mm) high.

(b) Section 105.2, Building exemption 9, is revised to read as follows:

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 18 inches (457.2 mm) deep, do not exceed 5,000 gallons (18,927.059L) and are installed entirely above ground.

Section 105.8, Reconstruction is added.

**105.8. Reconstruction.** If the value of the reconstruction (or renovation) of a building is equal to or exceeds 75 percent of the value of the building, the entire building shall comply with the code provisions for new construction. The value of the reconstruction (or renovation) for a property shall include the value of all construction stemming from construction-related permits issued within the last two years.

Section 113.1, General, is revised to read as follows:

**113.1 General.** Board of Appeals when used in the Building Standards Codes shall mean the City Council/Planning Agency. The Board of Appeals is hereby established for each of the Building Standards Codes. Depending on the subject of the appeal, specialized expertise may be solicited for the purpose of providing input to the Board of Appeals.

Chapter 15 – Roof Assemblies and Rooftop Structures.

Table 1505.1 is revised to read as follows:

**TABLE 1505.1  
MINIMUM ROOF ASSEMBLY CLASSIFICATION FOR  
TYPES OF CONSTRUCTION**

| IA | IB | IIA | IIB | IIIA | IIIB | IV | VA | VB |
|----|----|-----|-----|------|------|----|----|----|
| A  | A  | A   | A   | A    | A    | A  | A  | A  |

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m<sup>2</sup>.

Section 1505.1.2, Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI), is revised to read as follows:

**1505.1.2 Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI).** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of

the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

## Chapter 18 – Soils and Foundations.

Section 1807.1.6, Prescriptive design of concrete and masonry foundation walls, is revised to read as follows:

### **1807.1.6 Prescriptive design of concrete and masonry foundation walls.**

Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D<sub>2</sub>, or E.

## Chapter 31 – Special Construction.

Section 3109.2, California swimming pool safety act (statewide) is revised to read as follows:

### **3109.2 California swimming pool safety act (statewide).**

**115922** (a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa, at a private, single-family home the respective swimming pool or spa shall be equipped with item #1 and at least one additional of the following seven drowning prevention safety features:

1. An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home. Any walls of the single-family structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in item #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature.
2. Removable mesh pool fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device. The mesh fencing setback shall be not less than 20 inches from the water's edge.
3. An approved safety pool cover, as defined in subdivision (d) of Section 115921.
4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an

alarm noise or a verbal warning, such as repeating notification that “the door to the pool is open”.

5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372mm) above the floor on the private single-family home’s doors providing direct access to the pool or spa.
6. An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. These pool alarms shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms” which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning safety prevention feature.
7. Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and have been independently verified by an approved testing laboratory as meeting standards for those devices established by the ASTM or the American Society of Testing Mechanical Engineers (ASME).

Prior to the issuance of any final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention devices required by this act and if no violations are found, shall give final approval.

**SECTION 3.** Chapter 10-32 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

### **Chapter 10-32 RESIDENTIAL CODE**

#### **10-32.010 Adoption of the California Residential Code.**

The California Residential Code, 2025 Edition, based on the 2024 International Residential Code as published by the International Code Council, including Appendices BF and CI, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Residential Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

## 10-32.020 Amendments to the California Residential Code.

### Chapter 3 – Building Planning.

Table R301.2 is revised to read as follows:

**TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

| Ground snow load <sup>o</sup> | WIND DESIGN              |                            |                                  |                                    | Seismic design category <sup>f</sup> | SUBJECT TO DAMAGE FROM  |                               |                      | Ice barrier underlayment required <sup>h</sup> | Flood hazards <sup>g</sup> | Air freezing index <sup>i</sup> | Mean annual temp <sup>j</sup> |
|-------------------------------|--------------------------|----------------------------|----------------------------------|------------------------------------|--------------------------------------|-------------------------|-------------------------------|----------------------|------------------------------------------------|----------------------------|---------------------------------|-------------------------------|
|                               | Speed <sup>d</sup> (mph) | Topo. effects <sup>k</sup> | Special wind region <sup>l</sup> | Windborne debris zone <sup>n</sup> |                                      | Weathering <sup>a</sup> | Frost line depth <sup>b</sup> | Termite <sup>c</sup> |                                                |                            |                                 |                               |
| Zero                          | 95                       | No                         | No                               | No                                 | D <sub>2</sub> or E                  | Negligible              | 12-24"                        | Very Heavy           | No                                             | Yes/No                     | 0                               | 60                            |

### Chapter 9 – Roof Assemblies.

Section R902.1, Roof assemblies, is revised to read as follows:

**R902.1 Roof assemblies.** Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A roofing shall be installed in areas designated by this section. Class A roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

#### Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Section R902.1.2, Roof coverings in all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI) area, is revised to read as follows

**R902.1.2 Roof coverings in all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI) area.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

Section R902.2, Fire-retardant-treated shingles and shakes, is revised to read as follows:

**R902.2 Fire-retardant-treated shingles and shakes.** Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC



Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A roofs.

(The remainder of this section is unchanged)

#### Appendix CI – Swimming Pool Safety Act.

Section 115922 is revised to read as follows:

#### **115922.**

(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with an enclosure as specified in item (1) below AND at least one of the following additional drowning prevention safety features:

- (1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in Section 115922 (a) (4) or (5). Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

(The remainder of this section is unchanged)

**SECTION 4.** Chapter 10-36 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

### **Chapter 10-36 ELECTRICAL CODE**

#### **10-36.010 Adoption of the California Electrical Code.**

The California Electrical Code, 2025 Edition, based on the 2023 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Electrical Code of the City of Laguna Hills, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 5.** Chapter 10-40 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-40  
MECHANICAL CODE**

**10-40.010 Adoption of the California Mechanical Code.**

The California Mechanical Code, 2025 Edition, based on the 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Mechanical Code of the City of Laguna Hills, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 6.** Chapter 10-48 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-48  
PLUMBING CODE**

**10-48.010 Adoption of the California Plumbing Code.**

The California Plumbing Code, 2025 Edition, based on the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Plumbing Code of the City of Laguna Hills, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 7.** Chapter 10-52 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-52  
ENERGY CODE**

**10-52.010 Adoption of the California Energy Code.**

The California Energy Code, 2025 Edition, as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Energy Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said

code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 8.** Chapter 10-60 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-60  
HISTORICAL BUILDING CODE**

**10-60.010 Adoption of the California Historical Building Code.**

The California Historical Building Code, 2025 Edition, as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Historical Building Code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 9.** Chapter 10-64 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-64  
EXISTING BUILDING CODE**

**10-64.010 Adoption of the California Existing Building Code.**

The California Existing Building Code, 2025 Edition, based on the 2024 International Existing Building Code as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the City of Laguna Hills Existing Building Code regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 10.** Chapter 10-68 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-68  
GREEN BUILDING STANDARDS CODE**

**10-68.010 Adoption of the California Green Building Standards Code.**

The California Green Building Standards Code, 2025 Edition, as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Green Building Standards Code of the City of Laguna Hills

regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 11.** Chapter 10-76 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-76  
REFERENCED STANDARDS CODE**

**10-76.010 Adoption of the California Referenced Standards Code.**

The California Referenced Standards Code, 2025 Edition, as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the referenced standards code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 12.** Chapter 10-88 of the Laguna Hills Municipal Code is hereby added to read as follows:

**Chapter 10-88  
CALIFORNIA WILDLAND-URBAN INTERFACE CODE**

**10-88.010 Adoption of the California Wildland-Urban Interface Code.**

The California Wildland-Urban Interface Code, 2025 Edition, as published by the International Code Council, including Appendices F and G (both as amended by the State Fire Marshal), together with the amendment provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Wildland-Urban Interface (WUI) Code of the City of Laguna Hills regulating the construction, alteration, movement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures in the City. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**10-88.020 Amendment to the California Wildland-Urban Interface Code.**

Chapter 6 - Fire Protection Requirements

Section 602.4 Fuel modification plans is added to read as follows:

**602.4 Fuel modification plans.** Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

**SECTION 13.** Chapter 10-80 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

**Chapter 10-80  
INTERNATIONAL PROPERTY MAINTENANCE CODE**

**10-80.010 Adoption of the International Property Maintenance Code.**

The 2024 International Property Maintenance Code, as published by the International Code Council, is hereby adopted and incorporated by reference, as if set forth at length herein, as the property maintenance code of the City of Laguna Hills regulating. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

**SECTION 14.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 15.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

**SECTION 16.** The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this XX<sup>th</sup> day of September 2025.

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JOSHUA SWEENEY, MAYOR

ATTEST:

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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 Ordinance No. 2025-X was duly introduced and  
placed upon its first reading at a Regular Meeting of the City Council on the 26<sup>th</sup> day of  
August 2025, and that thereafter, said Ordinance was duly adopted and passed at a  
Regular Meeting of the City Council held on the X<sup>th</sup> day of September 2025, by the  
following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

---

JENNIFER LEE, CITY CLERK



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

AFFIDAVIT OF POSTING  
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2025-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 10 (BUILDINGS AND CONSTRUCTION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING OF THE 2025 CALIFORNIA BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE INCLUDING APPENDECIES BF AND CI, THE 2025 CALIFORNIA ELECTRICAL CODE, THE 2025 CALIFORNIA MECHANICAL CODE, THE 2025 CALIFORNIA PLUMBING CODE, THE 2025 CALIFORNIA ENERGY CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE, THE 2025 CALIFORNIA REFERENCED STANDARDS CODE, AND THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE INCLUDING APPENDICES F AND G, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; AND ADOPTING BY REFERENCE THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE

on the 26<sup>th</sup> day of August 2025, and on the X<sup>th</sup> day of September 2025, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 26<sup>th</sup> day of August 2025, and the X<sup>th</sup> day of September 2025 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall  
Laguna Hills Community Center  
La Paz Center

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JENNIFER LEE, CITY CLERK  
Laguna Hills, California

## **ORDINANCE NO. 2025-X**

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB,C, CC, AND H TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.* the City of Laguna Hills ("City") may adopt by reference the 2025 California Fire Code, based on the International Fire Code, 2024 Edition (including appendices), published by the International Code Council (ICC), as adopted by the State of California as Title 24, Part 9, of the California Code of Regulations; and

WHEREAS, California Health & Safety Code Section 17958.5 authorizes cities to adopt the codes contained in Title 24 of the California Code of Regulations with changes and modifications determined to be reasonably necessary because of local climatic, topographic or geologic conditions; and

WHEREAS, the City desires to adopt the 2025 California Fire Code including Appendices B, BB, C, CC, and H based on the International Fire Code, 2024 Edition, published by International Code Council (ICC), as set forth in Title 24, Part 9 of the California Code of Regulations ("Fire Code") with necessary amendments to assure the Code is tailored to the particular fire protection needs of the City as required by local climatic, topographic and geologic conditions and assure that a maximum level of fire protection is provided to residents, businesses and other occupants; and

WHEREAS, on August 26, 2025, the City Council introduced this Ordinance for first reading at a regular meeting of the City Council, and set a public hearing and second reading of the Ordinance for September 9, 2025; and

WHEREAS, the City Council held a public hearing on September 9, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the 2025 California Building Standards Code as amended herein; and

WHEREAS, pursuant to California Government Code Section 6066, the City published notice of the aforementioned public hearing; and

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

**SECTION 1.** Findings. The City Council hereby finds that the proposed amendments to the 2025 California Fire Code are reasonably necessary because of local climatic, geologic or topographic conditions, and adopts the findings provided below to support the modifications to the 2025 California Fire Code.

## **I. Climatic Conditions**

A. Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

## **II. Topographical Conditions**

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities within Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

### **III. Geological Conditions**

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5-minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

D. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler

systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

**2025 California Fire Code  
Amendment Findings Legend**

| <b>CODE SECTION</b> | <b>TITLE (Clarification)</b>                                                              | <b>FINDINGS</b>             |
|---------------------|-------------------------------------------------------------------------------------------|-----------------------------|
| 113.4               | Violation penalties                                                                       | Administrative              |
| 113.4.2             | Infraction & Misdemeanor                                                                  | Administrative              |
| 202                 | General definitions                                                                       | Administrative              |
| 304.1.3             | OCFA vegetation management                                                                | I                           |
| 305.6               | Hazardous conditions (outdoor fires)                                                      | I & II                      |
| 305.7               | Disposal of rubbish                                                                       | I & II                      |
| 307                 | Open burning, recreational fires, fire pits, fire rings, and portable outdoor fireplaces  | Administrative              |
| 307.6               | Outdoor fireplaces, fire pits, fire rings, or Similar Devices Used at Group R Occupancies | Administrative              |
| 307.6.1             | Gas-fueled devices (outdoor fires)                                                        | I & II                      |
| 307.6.2             | Devices using wood or fuels other than natural gas or LPG                                 | I & II                      |
| 307.6.2.1           | Where prohibited (burning of solid fuels)                                                 | I & II                      |
| 324.1               | Fuel modification requirements for new construction                                       | I                           |
| 325.1               | Clearance of brush or vegetation growth from roadways                                     | I                           |
| 326.1               | Unusual circumstances (vegetation management)                                             | Administrative              |
| 327.1               | Use of equipment (IC engines and spark arresters)                                         | I                           |
| 327.2               | Use of equipment and devices generating heat, sparks or open flames                       | I                           |
| 327.3               | Spark arresters                                                                           | I                           |
| 407.5               | Hazardous material inventory statement                                                    | I & II                      |
| 501.1               | Scope (fire service features)                                                             | Administrative, I, II & III |
| 510.1               | Emergency responder radio coverage                                                        | Administrative              |
| 903.2               | Where required (sprinklers)                                                               | I, II & III                 |
| 903.2.8             | Group R (sprinklers)                                                                      | I, II & III                 |
| 903.3.5.3           | Hydraulically calculated systems                                                          | I, II & III                 |
| 2801.2              | Permit (biomass storage and handling)                                                     | Administrative              |
| 2808.2              | Storage site                                                                              | Administrative              |

|            |                                                  |                          |
|------------|--------------------------------------------------|--------------------------|
| 2808.3     | Size of piles                                    | I                        |
| 2808.4     | Pile separation                                  | I                        |
| 2808.7     | Pile fire protection                             | I                        |
| 2808.9     | Material-handling equipment                      | I                        |
| 2808.11    | Temperature control                              | I                        |
| 2808.11.1  | Pile temperature control                         | I                        |
| 2808.11.2  | New material temperature control                 | I                        |
| 2808.12    | Water availability (for piles)                   | I                        |
| 2808.13    | Tipping area                                     | I                        |
| 2808.14    | Emergency contact information                    | Administrative           |
| 2808.15    | Maximum Grid of Piles and Rows                   | Administrative, I        |
| 2808.16    | Push-out/Clear area                              | Administrative, I        |
| 5001.5.2   | Hazardous materials inventory statement          | Administrative           |
| 5003.1.1.1 | Extremely hazardous substances                   | I, II & III              |
| 5608.2     | Firing (commercial fireworks)                    | Administrative           |
| 5608.3     | Application for permit (commercial fireworks)    | Administrative           |
| Chapter 80 | Reference Standards                              | N/A                      |
|            | 2025 NFPA 13 (commercial sprinkler systems)      | Administrative, II & III |
|            | 2025 NFPA 13-D (single family sprinkler systems) | I & II                   |
|            | 2025 NFPA 24 (Underground Water Supply Systems)  | Administrative & III     |

**SECTION 2.** Chapter 5-16 of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

### **Chapter 5-16 FIRE CODE**

#### **5-16.010 Adoption of the California Fire Code.**

The 2025 California Fire Code, including Appendices B, BB, C, CC, and H based on the International Fire Code, 2024 Edition, published by the International Code Council, together with the amendments provided in this chapter, is hereby adopted and incorporated by reference, as if set forth at length herein, as the Fire Code of the City of Laguna Hills for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, explosions. Not less than one copy of said code has been filed in the office of the City Clerk and shall be made available for public inspection.

#### **5-16.020 Enforcement and inspections.**

The Fire Code of the City of Laguna Hills shall be enforced by the Orange County Fire

Authority, which shall be operated under the Director of Fire Services of the Orange County Fire Authority. The Director of Fire Services of the Fire Authority may detail such members of the Fire Authority as inspectors as shall be necessary from time to time.

#### **5-16.030 Amendments to the California Fire Code.**

Chapter 1, Division II – Scope and Administration is adopted in only those sections and subsections adopted by State Fire Marshal, with the following amendments:

Section 113.4, Violation penalties, is hereby revised to read as follows:

**113.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 113.4.2, Infraction and misdemeanor, is hereby added to read as follows:

**112.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2 – Definitions is adopted in its entirety as amended by the State Fire Marshal with the following amendments:

Sections 202, General Definitions, is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

**OCFA.** Orange County Fire Authority, authority having jurisdiction.

**SPARK ARRESTER.** A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 – General Requirements is adopted in its entirety with the exception of Sections 308.1.4, 311.5, 318, and with the following amendments:



Section 304.1.3, Vegetation, is hereby revised to read as follows:

**304.1.3 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline: Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6, Hazardous Conditions, is hereby added to read as follows:

**305.6 Hazardous conditions.** Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. When an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7, Disposal of rubbish, is hereby added to read as follows:

**305.7 Disposal of rubbish.** Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307, Open Burning, Recreational Fires and Portable Outdoor Fireplaces, is hereby revised to read as follows:

## **SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES**

Section 307.6, Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies, is hereby added to read as follows:

**307.6 Outdoor fireplaces, fire pits, fire rings, or similar devices used at Group R occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1, Gas-fueled devices, is hereby added to read as follows:

**307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2, Devices using wood or fuels other than natural gas or liquefied-petroleum gas, is hereby added to read as follows:

**307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

**Exceptions:**

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3 feet from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1, Where prohibited, is hereby added to read as follows:

**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

**Exceptions:**

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324, Fuel Modification Requirements for New Construction, is hereby added to read as follows:

**324. Fuel Modification Requirements for New Construction.** All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline: Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325, Clearance of brush or vegetation growth from roadways, is hereby added to read as follows:

**325. Clearance of brush or vegetation growth from roadways.** The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

**Exception:** Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326, Unusual circumstances, is hereby added to read as follows:

**326. Unusual circumstances.** The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327, Use of equipment, is hereby added to read as follows:

**327.1 Use of equipment.** Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

**Exceptions:**

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.2, Use of equipment and devices generating heat, sparks or open flames is hereby added to read as follows:

**327.2 Use of equipment and devices generating heat, sparks or open flames.** During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30-foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.3, Spark arresters, is hereby added to read as follows:

**327.3 Spark arresters.** Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4 – Emergency Planning and Preparedness is adopted with only those sections and subsections adopted by State Fire Marshal with the following amendment.

Section 407.5, Hazardous Materials Inventory Statement, is hereby revised to read as follows:

**407.5 Hazardous Materials Inventory Statement.** Where required by the fire code official, each application for a permit shall follow OCFA Guideline G-04 “Completion of the Chemical Classification” in accordance with Section 5001.5.2.

Chapter 5 – Fire Service Features is adopted in its entirety as amended by the State Fire Marshal with the following amendments:

Section 501.1, Scope, is hereby revised to read as follows:

**501.1 Scope.** Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01 “Fire Master Plans for Commercial & Residential Development.”

Section 510.1, Emergency responder communication coverage in new buildings, is hereby revised to read as follows:

**510.1 Emergency responder radio coverage in new buildings.** All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff’s Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

**Exceptions:**

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:

- a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
- b. Elevators.
- c. Structures that meet all of the following:
  - i. Three stories or less, and
  - ii. Do not have subterranean storage or parking, and
  - iii. Do not exceed 50,000 square feet on any single story.
- d. Structures that meet all of the following:
  - i. Residential structures four stories or less, and
  - ii. Constructed of wood, and
  - iii. Do not have subterranean storage or parking, and
  - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

- 2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6– Building Services and Systems is adopted in its entirety as amended by the State Fire Marshal.

Chapter 7 – Fire and Smoke Protection Features is adopted in its entirety as amended by the STATE FIRE MARSHAL.

Chapter 8 – Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by the STATE FIRE MARSHAL.

Chapter 9 – Fire Protection and Life Safety Systems is adopted in its entirety as amended by the STATE FIRE MARSHAL with the following amendments:

Section 903.2, Where required, is hereby revised to read as follows:

**903.2 Where required.** Approved automatic fire sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.21., an automatic sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.
2. **Exception:** Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic fire sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
  - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
  - b. When an addition exceeds 2000 square feet, and the resulting building area exceeds 5000 square feet.
  - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8, Group R, is hereby revised to read as follows:

**903.2.8 Group R.** An automatic fire sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic fire sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic fire sprinkler system shall be installed throughout when one of the following conditions exists:
  - a. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or:



- b. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.
- c. An addition when an existing building is already provided with automatic sprinklers

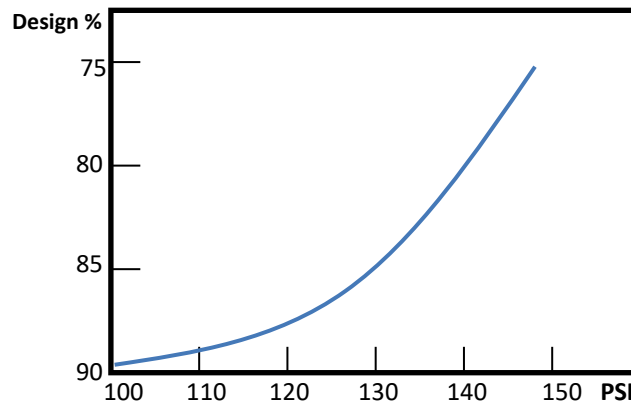
**The exceptions in the section remain unchanged.**

Section 903.3.5.3, Hydraulically calculated systems, is hereby added to read as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

**Exception:** When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

**TABLE 903.3.5.3  
Hydraulically Calculated Systems**



Chapter 10 – Means of Egress is adopted in its entirety as amended by the State Fire Marshal.

Chapter 11 – Construction Requirements for Existing Buildings is adopted in only those sections and subsections adopted by the State Fire Marshal.

Chapter 12 – Energy Systems is adopted in its entirety as amended by the State Fire Marshal.

Chapter 20 – Aviation Facilities is adopted in its entirety.

Chapter 21 – Dry Cleaning is adopted in its entirety as amended by the State Fire Marshal.

Chapter 22 – Combustible Dust-Producing Operations is adopted in its entirety as amended by the State Fire Marshal.

Chapter 23 – Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by the State Fire Marshal.

Chapter 24 – Flammable Finishes is adopted in its entirety as amended by the State Fire Marshal.

Chapter 25 – Fruit and Crop Ripening is not adopted.

Chapter 26 – Fumigation and Insecticidal Fogging is not adopted.

Chapter 27 – Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28 – Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2, Permit, is hereby revised to read as follows:

**2801.2 Permit.** Permits shall be required as set forth in Section 105.5 and 105.5.31.

Section 2808.2, Storage site, is hereby revised to read as follows:

**2808.2 Storage site.** Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned, and approval obtained from the fire code official before transferring products to the site.

Section 2808.3, Size of piles, is hereby revised to read as follows:

**2808.3 Size of piles.** Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

**Exception:** The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factors that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.

4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified, and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4, Pile Separation, is hereby revised to read as follows:

**2808.4. Pile separation.** Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7, Pile fire protection, is hereby revised to read as follows:

**2808.7 Pile fire protection.** Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9, Material-handling equipment, is hereby revised to read as follows:

**2808.9 Material-handling equipment.** All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11, Temperature control, is hereby added to read as follows:

**2808.11 Temperature control.** The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1, Pile temperature control, is hereby added to read as follows:

**2808.11.1 Pile temperature control.** Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2, New material temperature control, is hereby added to read as follows:

**2808.11.2 New material temperature control.** New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material

with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12, Water availability, is hereby added to read as follows:

**2808.12 Water Availability.** Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13, Tipping areas, is hereby added to read as follows:

**2808.13 Tipping areas** shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14, Emergency Contact, is hereby added to read as follows:

**2808.14 Emergency Contact.** The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15, Maximum Grid of Piles and Rows, is hereby added to read as follows:

**2808.15 Maximum Grid of Piles and Rows,** Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16, Push-out / Clear area, is hereby added as follows:

**2808.16 Push-out / Clear Area,** Piles exceeding 20 cubic yards shall be provided

with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Chapter 29 – Manufacture of Organic Coatings is adopted in its entirety.

Chapter 30 – Industrial Ovens is adopted in its entirety.

Chapter 31 – Tents, Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by the State Fire Marshal.

Chapter 32 – High-Piled Combustible Storage is adopted in its entirety as amended by the State Fire Marshal.

Chapter 33 – Fire Safety During Construction and Demolition is adopted in its entirety as amended by the State Fire Marshal.

Chapter 34 – Tire Rebuilding and Tire Storage is adopted in its entirety as amended by the State Fire Marshal.

Chapter 35 – Welding and Other Hot Work is adopted in its entirety.

Chapter 36 – Marinas is adopted in its entirety.

Chapter 37 – Combustible Fibers is adopted in its entirety.

Chapter 39 – Processing and Extraction Facilities is adopted in its entirety.

Chapter 40 – Storage of Distilled Spirits and Wines is adopted in its entirety.

Chapter 48 – Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Chapter 50 – Hazardous Materials – General Provisions is adopted in its entirety as amended by the State Fire Marshal with the following amendments.

Section 5001.5.2, Hazardous Materials Inventory Statement (HMIS), is hereby revised to read as follows:

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall follow OCFA Guideline G-04 “Completion of the Chemical Classification”, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1, Extremely Hazardous Substances, is hereby added to read as follows:

**5003.1.1.1 Extremely Hazardous Substances.** No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 – Aerosols is adopted in its entirety.

Chapter 53 – Compressed Gases is adopted in its entirety.

Chapter 54 – Corrosive materials is adopted in its entirety as amended by the State Fire Marshal.

Chapter 55 – Cryogenic Fluids is adopted in its entirety.

Chapter 56 – Explosives and Fireworks is adopted in its entirety as amended by the State Fire Marshal with the following amendments:

Section 5608.2, Firing, is hereby added to read as follows:

**5608.2 Firing.** All fireworks display, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3, Application for Permit, is hereby added to read as follows:

**Section 5608.3 Application for Permit.** A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 – Flammable and Combustible Liquids. is adopted as amended by the State Fire Marshal.

Chapter 58 – Flammable Gases and Flammable Cryogenic Fluids is adopted as amended by the State Fire Marshal.

Chapter 59 – Flammable Solids is adopted in its entirety.

Chapter 60 – Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61 – Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62 – Organic Peroxides is adopted in its entirety.

Chapter 63 – Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64 – Pyrophoric Materials is adopted in its entirety.

Chapter 65 – Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66 – Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67 – Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80 – Referenced Standards is adopted in its entirety as amended by the State Fire Marshal with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 9.2.1.7 is hereby revised to read as follows:

**9.2.1.7** Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

Section 9.4.3.1 is hereby revised to read as follows:

**9.4.3.1** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.3.223.4.16
2. Residential sprinklers in accordance with the requirements of Chapter 12
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 16.12.3.3 is hereby revised to read as follows:

**16.12.3.3** Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the



backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised to read as follows:

**7.1.2** The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended to read as follows:

Section 6.2.8.1 is hereby added to read as follows:

**6.2.8.1** All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

**Exceptions:**

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

**6.2.9** All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 ft (12 m) from the building
  - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
  - (b) Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a post indicating valves 40 ft (12 m) away.
  - (c) Post indicating valves shall be allowed to be closer than 40 ft (12

m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12m).

- (2) A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.
- (3) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
  - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
  - (b) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a backflow preventer valve 40 ft (12 m) away.
  - (c) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12m).
- (4) Indicating control valves installed in a fire-rated room accessible from the exterior
- (5) Indicating control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ
- (6) Any other valve type or location as permitted by the AHJ

Section 10.1.5 is hereby added to read as follows:

**10.1.5** All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

**Exception:** 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

**10.4.1.1** All bolted joint accessories shall be cleaned and thoroughly coated with asphalt, bituminous, or other corrosion-retarding material after installation.

**Exception:** Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added to read as follows:

**10.4.1.1.1** All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby added to read as follows:

**10.4.3.2.** Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

## **Appendices**

Appendix B is adopted in its entirety as amended by the State Fire Marshal.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the State Fire Marshal.

Appendix CC is adopted in its entirety.

Appendix H is adopted in its entirety.

**SECTION 3.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15371), because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 4.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

**SECTION 5.** The City Clerk shall certify as to the adoption of this Ordinance and cause a summary thereof to be published within (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this XX<sup>th</sup> day of September 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 Ordinance No. 2025-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 26<sup>th</sup> day of August 2025, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the X<sup>th</sup> day of September 2025, by the following vote, to wit:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

---

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING  
AND PUBLICATION

JENNIFER LEE, being first duly sworn, deposes and says:

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

That in compliance with State Laws of the State of California, ORDINANCE NO. 2025-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING CHAPTER 5-16 (FIRE CODE) OF TITLE 5 (HEALTH AND SANITATION) OF THE LAGUNA HILLS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2025 EDITION OF THE CALIFORNIA FIRE CODE INCLUDING APPENDICES B, BB, C, CC, AND H TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, AND DELETIONS THERETO

on the 26<sup>th</sup> day of August 2025, and on the X<sup>th</sup> day of September 2025, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 26<sup>th</sup> day of August 2025, and the X<sup>th</sup> day of September 2025 caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall  
Laguna Hills Community Center  
La Paz Center

---

JENNIFER LEE, CITY CLERK  
Laguna Hills, California

**EXHIBIT “A”**

**Guideline B-01**

**Fire Master Plans for Commercial & Residential Development**

Orange County Fire Authority  
Community Risk Reduction

1 Fire Authority Road, Building A, Irvine, CA 92602 [www.ocfa.org](http://www.ocfa.org) 714-573-6100

# Fire Master Plans for Commercial & Residential Development



## Guideline B-01

Serving the Cities of Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods  
Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano  
Seal Beach • Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County



# Fire Master Plans for Commercial & Residential Development

## TABLE OF CONTENTS

|                                                                        |    |
|------------------------------------------------------------------------|----|
| TABLE OF CONTENTS .....                                                | 2  |
| PURPOSE.....                                                           | 3  |
| SCOPE.....                                                             | 3  |
| HOW TO USE THIS GUIDELINE.....                                         | 3  |
| SECTION 1: SUBMITTAL REQUIREMENTS .....                                | 3  |
| SECTION 2: FIRE LANES .....                                            | 4  |
| SECTION 3: FIRE LANE IDENTIFICATION .....                              | 9  |
| SECTION 4: PREMISES IDENTIFICATION .....                               | 14 |
| SECTION 5: HYDRANT AND WATER AVAILABILITY REQUIREMENTS .....           | 15 |
| SECTION 6: ACCESS TO STRUCTURES .....                                  | 19 |
| ATTACHMENTS .....                                                      | 24 |
| Attachment 1 - Fire Master Plan Submittal Checklist.....               | 24 |
| Attachment 2 – CVC, Fire Lane Parking Violations .....                 | 25 |
| Attachment 3 – Hydrant Quantity and Spacing in OCFA Jurisdiction ..... | 26 |
| Attachment 4 – Minimum Required Fire Flow and Flow Duration.....       | 27 |
| Attachment 5 – Definitions.....                                        | 28 |
| Attachment 6 - Apparatus Data for Swept Path Analysis.....             | 29 |
| APPENDIX A - ACCESS DURING CONSTRUCTION .....                          | 30 |
| APPENDIX B – GATES AND BARRIERS.....                                   | 33 |
| APPENDIX B, ATTACHMENT 1 - OCFA Notes for Electric Vehicle Gates ..... | 39 |
| APPENDIX C - RESIDENTIAL AND TRACT DEVELOPMENTS .....                  | 40 |
| APPENDIX C, ATTACHMENT 1 – Residential Site Plan Checklist.....        | 44 |
| APPENDIX C, ATTACHMENT 2 - Sample Parking Enforcement Letter.....      | 45 |

## Fire Master Plans for Commercial & Residential Development

### PURPOSE

The effectiveness of emergency response and firefighting operations is directly related to the proper installation and maintenance of fire access roadways, proper location of hydrants, adequate water supply, and access to buildings and facilities. This document is a general guideline pertaining to the creation and maintenance of fire department access roadways, access walkways to and around buildings, and hydrant quantity and placement as required by the 2022 California Fire and Building Codes (also known as CFC and CBC, respectively) and as amended by local ordinance.

### SCOPE

This guideline applies to fire apparatus access roads which provide access to new, reconstructed, relocated residential or commercial structures, developments, and facilities.

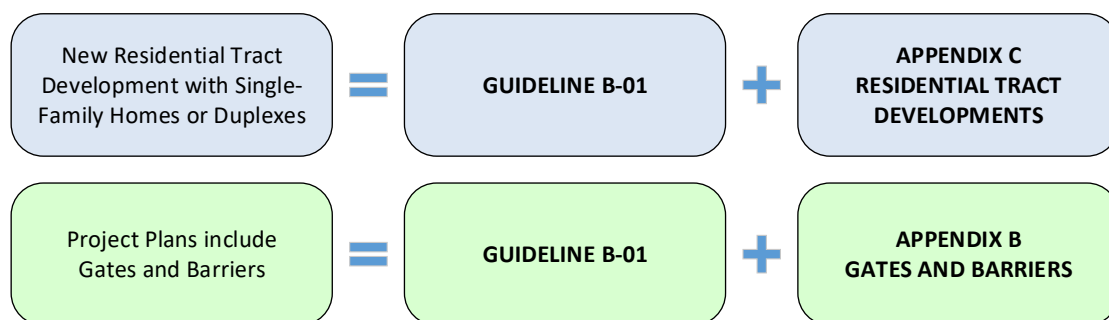
**Note:** *In addition to the requirements of OCFA Guideline B-01, for buildings and facilities located within State Responsibility Area (SRA) or the Very High Fire Hazard Severity Zones (VHFHSZ) in the Local Responsibility Area (LRA), refer to California Code of Regulations (CCR) Title 14 from CA Board of Forestry & Fire Protection site: <https://bof.fire.ca.gov/>.*

### HOW TO USE THIS GUIDELINE

The guideline consists of two main parts: Guideline B-01 and a series of lettered appendices: Appendix A, B, and C. The first part, Guideline B-01, provides instructions on how to prepare and submit a generic Fire Master Plan. The second part, the appendices to Guideline B-01, contain additional information that may be applicable based on the type of project submission.

**To prepare a Fire Master Plan, provide the information and comply with the requirements in both B-01 and all pertinent appendices.**

*Example:*



### SECTION 1: SUBMITTAL REQUIREMENTS

- 1. Universal Submittal Requirements** - Refer to Guideline A-02 from OCFA Planning and Development website ([www.ocfa.org](http://www.ocfa.org)). Complete the Fire Master Plan Submittal Checklist (Attachment 1) and verify that basic project information has been provided and that general access and water requirements have been addressed on the plan.

## SECTION 2: FIRE LANES

2. **Fire Lanes** - On-site private fire lanes shall be provided for every facility or building when any portion of an exterior wall of the first story is located more than 150 feet from a public roadway, as measured along an approved route. Extenuating circumstances, increased hazards, and additional fire safety features may affect these requirements.

2.1. **Loading** – Fire lanes shall be designed, constructed, and maintained to provide all-weather driving capabilities and support the imposed load of 94,000-pound fire apparatus with weight distributed as follows:

- No more than 32,000-pounds per axle.
- Bridges and underground vaults, culverts, and other features beneath fire access roadways shall be designed, at a minimum, to the AASHTO H-17 standard.
- A letter or statement, signed by a registered engineer, shall be provided on the plans certifying that any new roadway meets these loading and all-weather criteria. Natural or artificial turf products, and road base without an approved topping material does not satisfy the all-weather requirement and may not be approved.

2.2. **Number Required** - One fire lane is required if any portion of an exterior wall of the first story of a building is located more than 150 feet from a fire lane. The hose pull distance is to be measured by an approved route around the exterior of the building.

EXCEPTION: Hose-pull distance to the most remote exterior portion of a detached single-family home or duplex or related accessory structure (e.g., pool house, casita, garage, workshop, barn, etc.) may be up to 300 feet when protected throughout by a fire sprinkler system or as approved by the fire code official.

EXCEPTION: When approved by the fire code official, this distance may be increased up to 300 feet for open parking garages that comply with the following:

The structure is protected throughout with an NFPA 13 sprinkler system, or the structure meets the below requirements:

- Two stairways, both directly accessible from the exterior.
- Both stairways provide direct access to all tiers of the parking structure.
- Both stairways are equipped with Class I Wet Standpipe Outlets at each floor or intermediate landing.
- Access to both stairways is within 40-foot walking distance from a fire lane.
- The stairways are sufficiently separated from each other and located in a manner that facilitates firefighting operations within the structure, as determined by the fire code official.

2.2.1. More than one fire lane is required when access to a single road may be insufficient due to the following: terrain, location, travel distance, potential fire, life-safety hazards, vehicle congestion, railways, weather condition that may impair single-entry point, or other factors that could limit access. Supplementary access points shall be located to facilitate evacuation and emergency operations and minimize congestion or obstruction during an emergency incident. At least two of

the access points shall be separated by a distance of at least one-half of the longest dimension, as measured between the two points of the development that are furthest from one another, when any of the following conditions exist.

- A minimum of two vehicle access points is required for any area containing 150 or more residential dwelling units, including new and existing dwelling units.
- A minimum of two vehicle access points is required for any multi-family residential structure containing 200 or more dwelling units. Each entry point shall provide access to at least one of two (or more) required vehicle laddering areas. Laddering areas shall be remotely located on at least two sides of the structure in locations that facilitate fire department access to the roof as well as interior firefighting.
- A secondary access point is required for commercial projects with a cumulative building area of more than 124,000 square feet.

2.3. **Location** - For purposes of determining the suitability of public roads and private roads for staging fire apparatus and facilitating fire suppression operations for a particular structure, the following criteria shall apply:

2.3.1. The edge of fire access roadways serving two and three-story buildings should be located no closer than 10 to 30 feet from the building. The edge of fire lanes serving structures four or more stories in height shall be located between 20 to 40 feet from the building. The setback is measured from the face of the building to the top edge of the curb face or rolled curb flow line nearest the building. The distance and the amount of fire lane serving the structure that is required to meet these criteria are a function of overall building height, construction, presence of openings, and other potential hazards and considerations.

2.3.1.1. Fire lanes serving buildings that are over 30' high as measured from grade to the roof parapet or eave shall be provided, at a minimum, along the longest façade of the building, or along at least two remote sides of the building, or in another manner approved by the fire code official that optimizes firefighter access to the roof.

2.3.1.2. For location of access roads serving high-rise structures, see Guideline H-01.

2.3.2. To ensure that vehicular traffic from dead-end fire lanes serving buildings greater than 30-feet in height, is always maintained, staging areas at least 25-feet wide, and 60-feet long with a 25-ft taper on each end (for 110-feet total length) shall be provided along the roadway to permit fire apparatus to pass ladder trucks that have the outriggers extended. Consideration should be given to the length of the roadway, roof and building design, obstructions to laddering, and other operational factors in determining the number, location, and configuration of such staging areas.

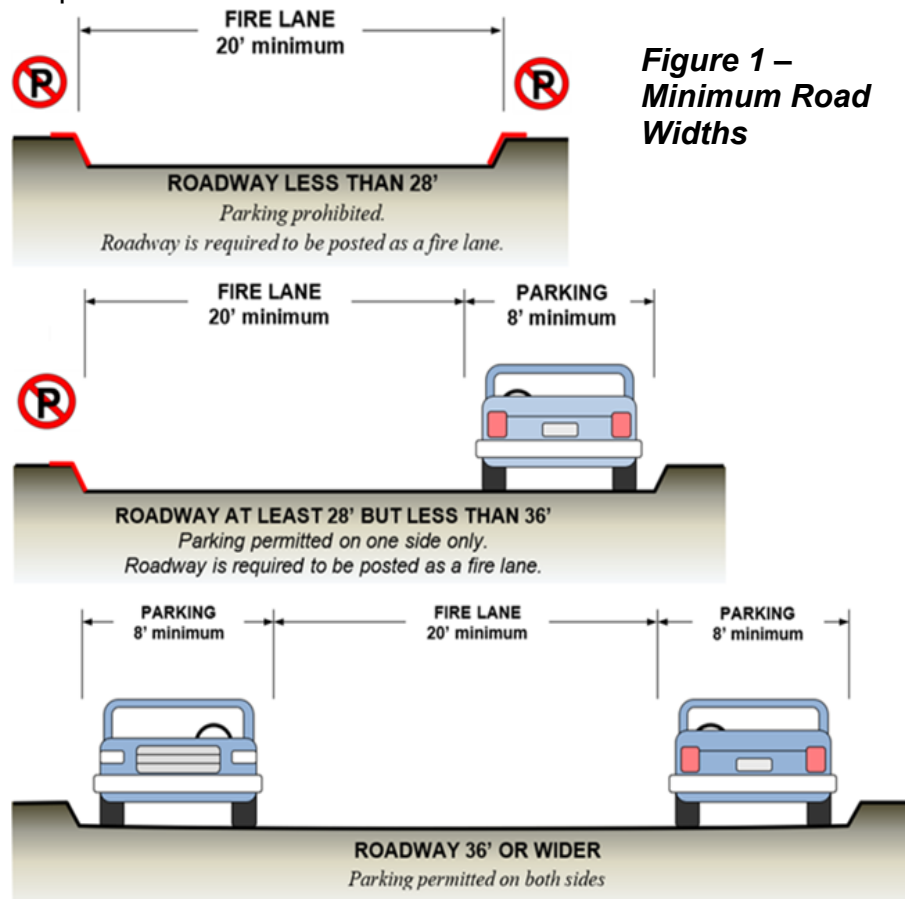
2.3.3. A fire lane may be an on-site private fire lane or a public road with a projected average daily trip (ADT) count below 30,000, or as approved by the Fire Code Official. Contact the city or County Traffic Engineer's office or Public Works Department for ADT information.

2.3.4. A fire lane on an adjacent property may only be considered as a fire lane for the project property if an emergency access easement has been granted by the adjacent property owner ("GRANTOR") to the benefit of the city or county ("GRANTEE") for the purpose of emergency access to the project property and recorded by the Orange County Clerk-Recorder Department. Evidence of the recorded easement may need to be provided to OCFA.

2.4. **Width** – The minimum width of a fire lane is 20 feet. If a center median is included, the required width shall be provided on both sides of the median.

2.5. **Parking Restrictions**

- No parking is permitted along fire lanes that are narrower than 28 feet in width (Figure 1). Width is measured from top face of curb to top face of curb for standard vertical curbs or flow line to flow line for rolled, ramped, or other curb types. Parking on one side is permitted on a fire lane that is at least 28-feet in width. Parking on two sides is permitted on a roadway 36-feet or more in width.

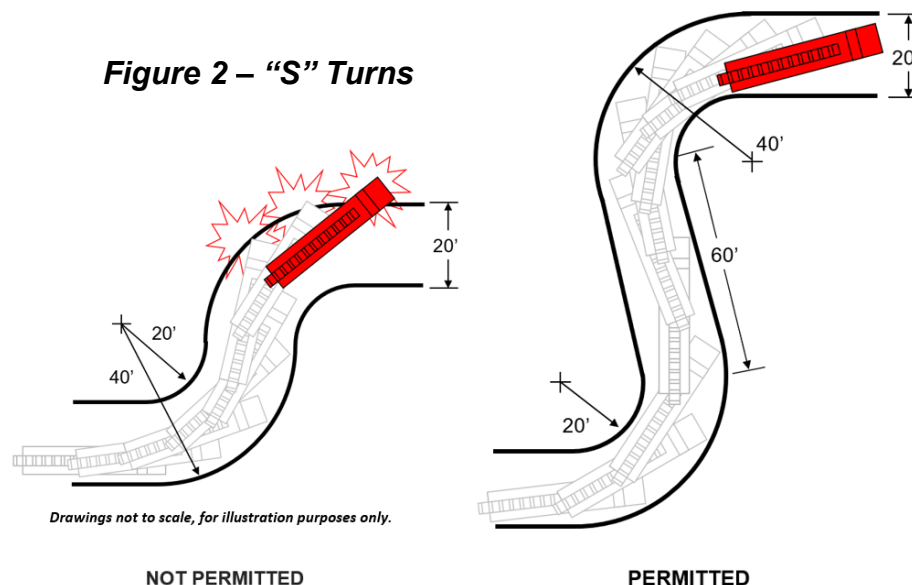


2.6. **Vertical Clearance** -

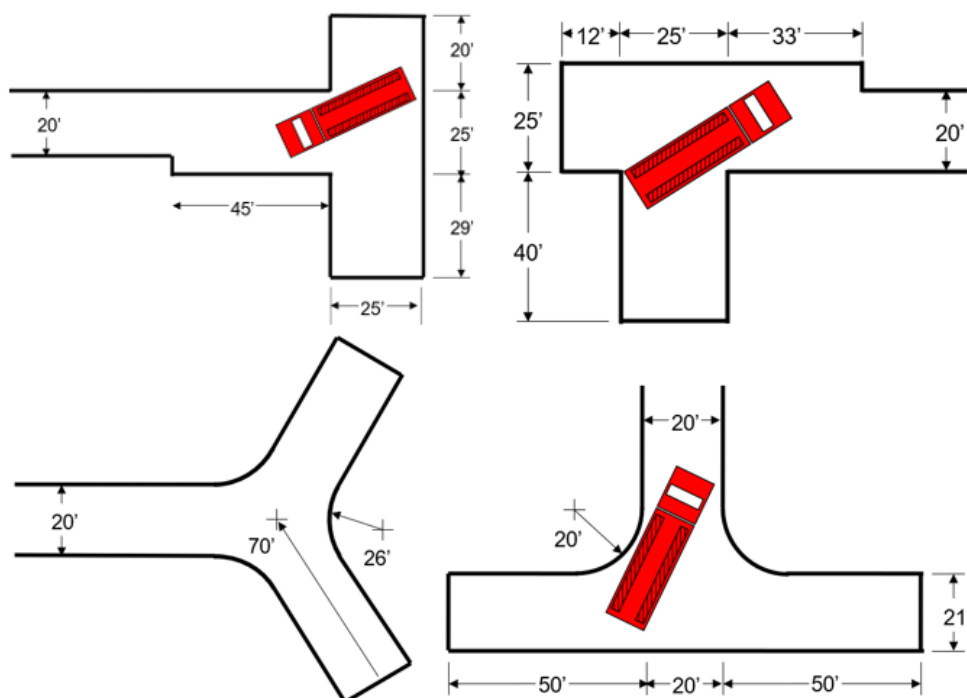
Fire lanes shall have an unobstructed vertical clearance of not less than 13-feet 6-inches. If trees are located adjacent to the fire lanes, place a note on the plans stating that all vegetation overhanging the fire lane shall be maintained to provide a clear height of 13-feet, 6-inches at all times (Appendix B, Figure B1).

2.7. **Grade** - The grade for fire lanes shall not exceed 10%. When all structures served by the fire lane are protected by automatic fire sprinkler systems, the grade may be increased to a maximum of 15% for approved sections of roadway where fire apparatus may drive but will not likely stopped during an emergency. The cross-slope of fire lanes shall not be greater than 2%.

- 2.8. **Turning Radii** - The inside turning radius for a fire lane shall be 20 feet. The outside turning radius for an fire lane shall be 40 feet or greater. A 60-foot straight section of roadway must be provided between a turn in one direction and another turn in the opposite direction (Figure 2). For additional requirements related to minimum turning radii, please refer to CCR Title 14.



- 2.9. **Dead-ends** - Dead-end roadways more than 150 feet shall be designed and constructed with approved hammerheads or turnarounds (Figure 3, Figure C1 in Appendix C). Turnarounds shall meet the turning radius requirements identified above. The minimum cul-de-sac radius is 40 feet with no parking allowed. The maximum length of a cul-de-sac or other dead-end road without mid-way turnarounds or other mitigating features is 800 feet.



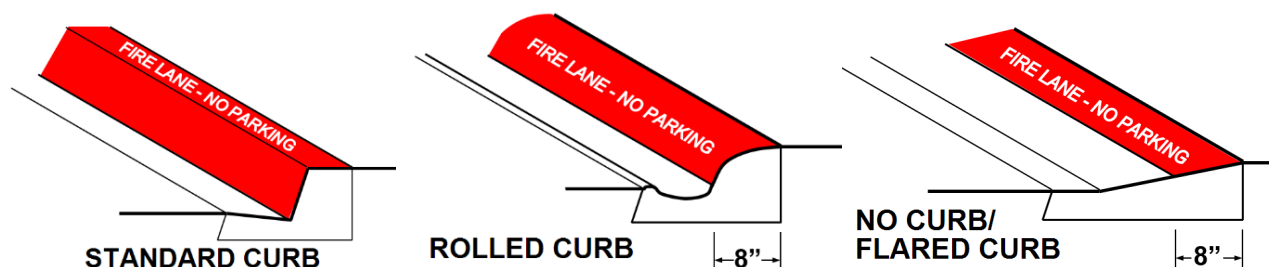
- 2.10. **Bridges** - When a bridge is required as part of a fire lane, the driveable surface shall be a minimum of 20' in width and the bridge shall be designed and constructed at a minimum to AASHTO H-17 standards to accommodate a total weight of 94,000 pounds.
- 2.11. **Median breaks** - Where medians or raised islands are proposed that prevent emergency apparatus from crossing over into opposing traffic lanes, breaks or pass-throughs may be required. The location and design specifications for the pass-throughs shall be coordinated with the city/county public works or engineering department.
- 2.12. **Continuity of Fire Lanes** – Where roadways serving structures are not required fire lanes but may still appear to be usable by fire apparatus, they shall be designed to the applicable fire lane criteria. This shall include, but not be limited to, adequate turning radii and turnarounds necessary to prevent fire apparatus entrapment or undue delays.



## SECTION 3: FIRE LANE IDENTIFICATION

3. **Fire Lane Identification** - Fire Lane identification is required to maintain the required width of fire lanes for emergency vehicle use. Unlawful use of fire lanes will be enforced by the local law enforcement agency in accordance with the California Vehicle Code (CVC) on public roadways. Enforcement of fire lane no-parking restrictions on private roadways is the responsibility of the property owner, HOA, or their designated agent (Attachment 2).
- 3.1. **Sign and Curb Marking options** – Areas designated as a fire lane require an acceptable method of marking that shall be approved prior to installation. Select either option 3.1.1. OR option 3.1.2. below.
- 3.1.1. Specific areas designated by the OCFA as fire lanes must be marked with red curbs meeting the specifications below (Figure 4). In addition, where the number of entrances into the area marked with fire lanes is limited, all such vehicle entrances to the designated area shall be posted with approved fire lane entrance signs.

**Figure 4 – Fire Lane Identification, Red Curbs**



- Curbs shall be painted OSHA safety red.
- "FIRE LANE – NO PARKING" shall be painted on top of curb in 3" white lettering at a spacing of 30' on center or portion thereof.

- 3.1.2. "Fire Lane – No Parking" signs (Figure 5) meeting the appropriate specifications shall be posted immediately adjacent to each designated fire lane and at intervals not to exceed 50 feet, unless otherwise approved by the fire code official. In areas where fire lane parking restrictions are enforced by the California Highway Patrol, "NO STOPPING - FIRE LANE" signs meeting Caltrans standards shall be used. In addition, where the number of entrances into the area marked with fire lanes is limited, all such vehicle entrances to the designated area shall be posted with approved fire lane entrance signs (Figure 6).

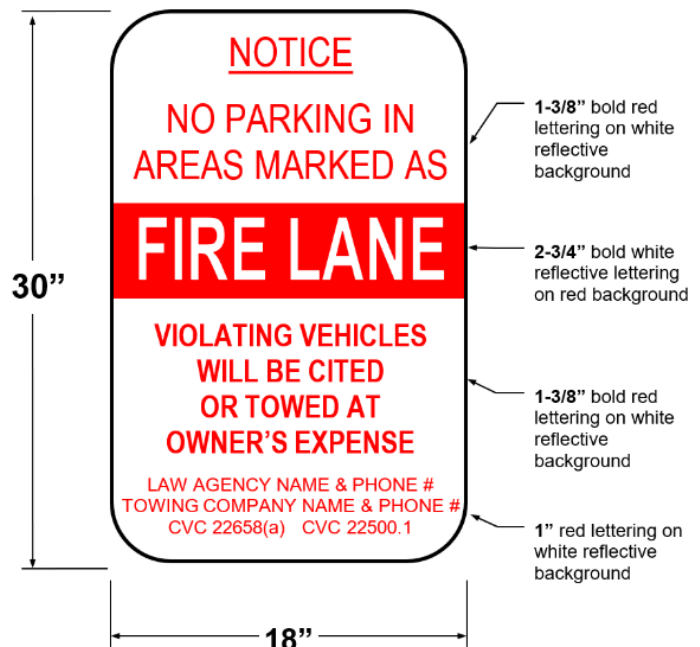
**Figure 5 – Fire Lane No Parking Signs**



**3.2. Fire Lane Entrance Signs** - Fire lane entrance signs must meet the following specifications:

- Fire lane entrance signs are to be used only at vehicle entry points to areas that contain “Fire Lane – No Parking” signs or red curbs.
- The sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane “No Parking” signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area.
- Signs shall be installed per OCFA mounting specifications for fire lane signs.

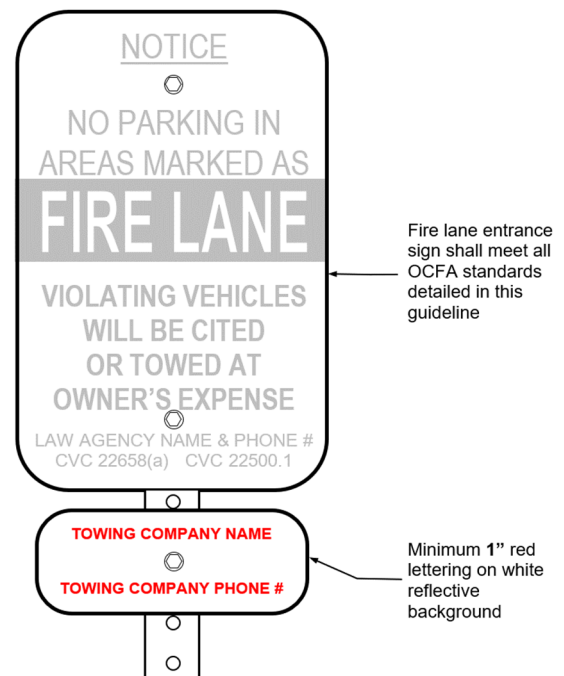
**Figure 6 – Fire Lane Entrance Signs**



**3.3. Towing Company Information** -

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code. To facilitate periodic changes in towing company contracts, the towing company contact information may be posted on a separate sign mounted directly below the fire lane entrance sign instead of on the entrance sign itself (Figure 7). The method of attachment to the post shall not obscure the wording on either sign.

**Figure 7 – Alternate Location of Towing Company Information**



**3.4. Alternative “Fire Lane – No Parking”** -

Alternative “Fire Lane – No Parking” signs may be allowed with approval from the fire code official. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per OCFA mounting specifications for fire lane signs.

Note: All alternative signs must be approved through the OCFA and by the city/County engineer and/or policy agency, as applicable. In areas where fire lane parking restrictions are enforced by the California Highway Patrol, “NO STOPPING – FIRE LANE” signs meeting Caltrans standards shall be used.

- 3.4.1. “Fire Lane – No Parking Beyond This Point Except in Designated Stalls” sign may be approved for use in limited areas up to 100-feet in length, such as motor courts or dead-end roads, when permitted by the Fire Code Official. Where parking stalls are not present, sign may omit “except in designated stalls” and sign height may be reduced to 18”. The specifications for the rest of the sign shall match the standard fire lane no parking signs (Figure 8).

**Figure 8 – Specifications for Alternative Fire Lane No Parking Signs**

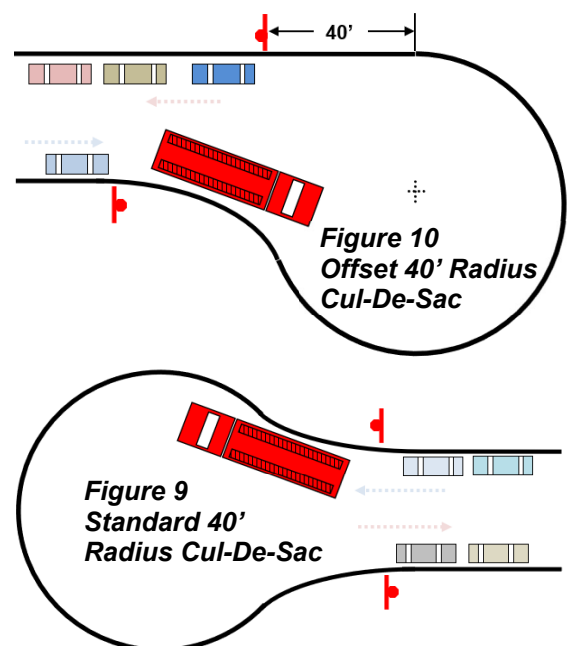


- 3.4.2. “Fire Lane – No Parking in Cul-De-Sac” signs may be approved for use on the right side of a roadway. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area.

For a standard cul-de-sac, the “begin” and “end” signs shall be located at the point where the street begins to widen into the bulb (Figure 9).

A cul-de-sac with an offset radius shall have signs located at the point where the street begins to widen into the bulbs and at a point 40’ from where the cul-de-sac and street are tangent (Figure 10).

Additionally, a minimum 2” red lettering on white reflective background must be provided for the “BEGIN” sign at entry into cul-de-sac and “END” sign when leaving cul-de-sac.



“BEGIN” or “END” sign may be omitted where cul-de-sac is the continuation of a no parking zone on streets less than 36' wide (Figure 11).

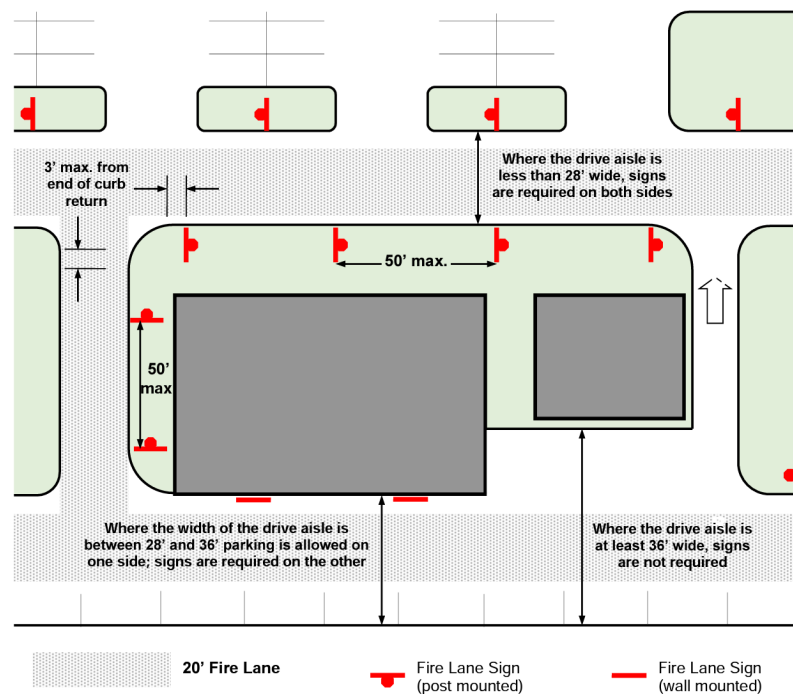
- 3.5. **Fire Lane No Parking Sign Locations** - Signs are required within 3' at the end of the curb return at the beginning of each “block” along the fire lane and spaced a maximum of 50' along the entire designated lane (Figure 12).

A sign shall be located within a reasonable distance of the end of each block as necessary to clearly identify the extend of the no parking zone. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per OCFA mounting specifications. Where signposts are not practical, signs may be mounted on a wall or fence and are allowed to be oriented parallel to the length of the fire lane. OCFA inspectors will determine if additional signs or sign locations are required.

**Figure 11 – Specifications for Cul-de-Sac Fire Lane No Parking Signs**

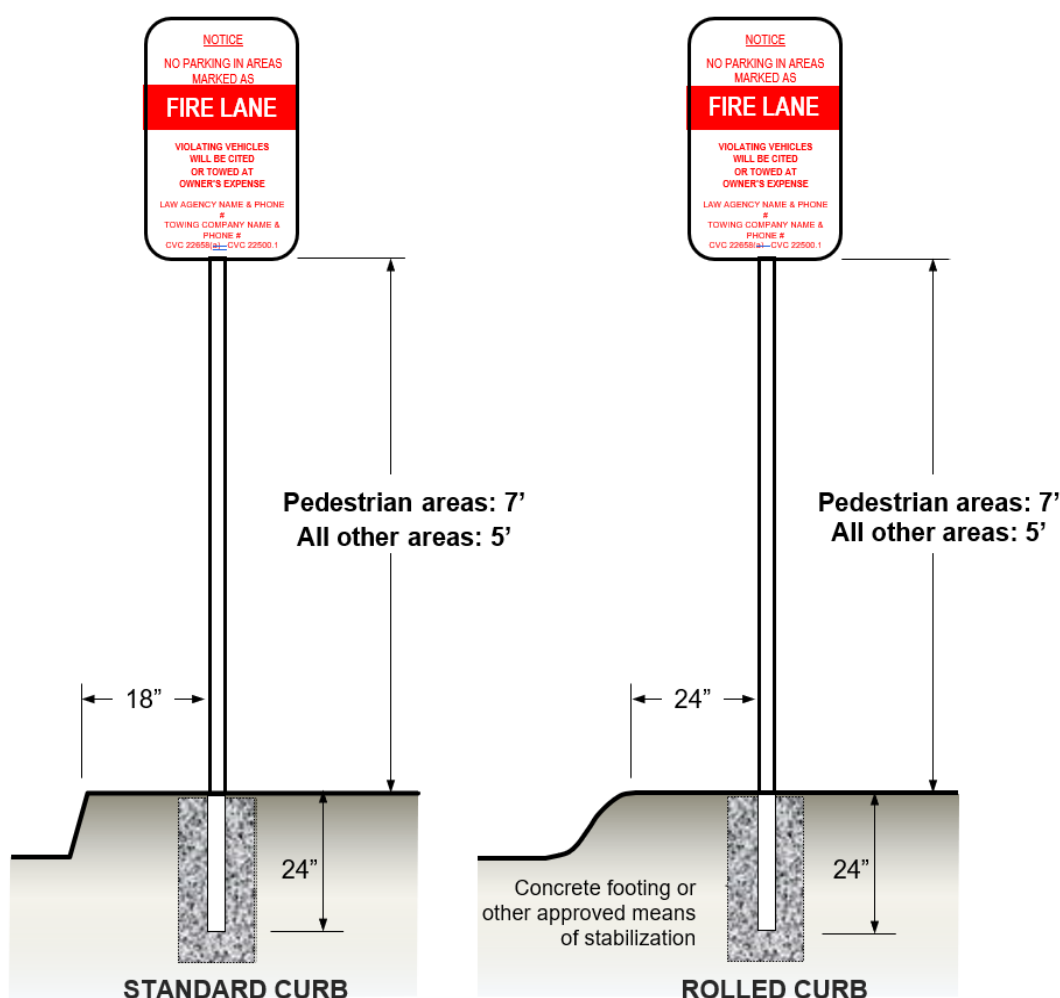


**Figure 12 – Fire Lane No Parking Sign Locations**



- 3.6. **Mounting Specifications for Fire Lane Entrance and No Parking Signs** - Signs shall be mounted facing the direction of vehicular travel. They may be mounted on existing posts or buildings where the centerline of the sign is no more than 24" from the edge of the roadway. The sign post depth of bury shall be a minimum of 24" and rebar, a concrete footing, or another method to prevent removal is recommended (Figure 13). Footings for signs located in the public right-of-way shall be per the local jurisdiction's requirements.

**Figure 13 – Mounting Specifications for Fire Lane Entrance and No Parking Signs**



## SECTION 4: PREMISES IDENTIFICATION

4. **Premises Identification** - Approved numbers or letters shall be placed on the front elevation of all new and existing buildings in such a position that is plainly visible and legible from the street or the road to which the property is addressed. Addresses shall not be located where there is potential of being obstructed by signs, awnings, vegetation, or other building/site elements. Where only a single building with a single street address is present (and no other structures are accessible from the fire lane serving that structure), an address monument at the vehicle entrance or other location clearly visible and legible from the public road may be provided in lieu of an address on the building.
- 4.1. The numbers shall contrast with their background. In SRA and in LRA VHFHSZ, addresses for residential buildings shall be reflectorized per CCR Title 14.
- 4.2. The address characters shall be a minimum of 4 inches in height for single-family residential structures/duplexes, or individual unit numbers in multi-family residential structures. The 4-inch numbers shall have a ½-inch stroke, or as required by local ordinance, whichever is more restrictive. Building setbacks, elevation, and landscaping can affect these minimum size requirements.
- 4.3. The address characters shall be a minimum of 6 inches in height for commercial structures, or the primary building address or address range posted on multi-family residential structures. The 6-inch numbers shall have a one-inch stroke, or as required by local ordinance, whichever is more restrictive. Building setbacks, elevation, and landscaping can affect these minimum size requirements.
- 4.4. Address numbers may be required to be internally or externally illuminated by the local jurisdiction's security code. While not required by the OCFA, illumination of addresses is recommended to facilitate rapid location of a site or building.
- 4.5. Where it is unclear as to which street a building is addressed to (e.g., a building is accessed only from a street other than the one it is addressed to; multiple main entrances to the site, or building itself, front different streets), the name of the street shall also be identified as part of the posted address.
- 4.6. **Multi-Unit Buildings** - Suite/apartment numbers shall be placed on or adjacent to the primary entrance for each suite/apartment and any other door providing access to fire department personnel during an emergency. Multiple residential and commercial units having entrance doors not visible from the street or road shall, in addition, have approved numbers grouped for all units within each structure and positioned to be plainly visible from the street or road.
- 4.7. **Multi-Building Clusters** - Approved numbers or addresses shall be placed on the front elevation(s) of all buildings that form the cluster. If all building addresses are not clearly visible or legible from the public road serving the structures, an address monument shall also be provided at the entry point(s) to the site indicating the range of addresses accessible from that entrance.

## SECTION 5: HYDRANT AND WATER AVAILABILITY REQUIREMENTS

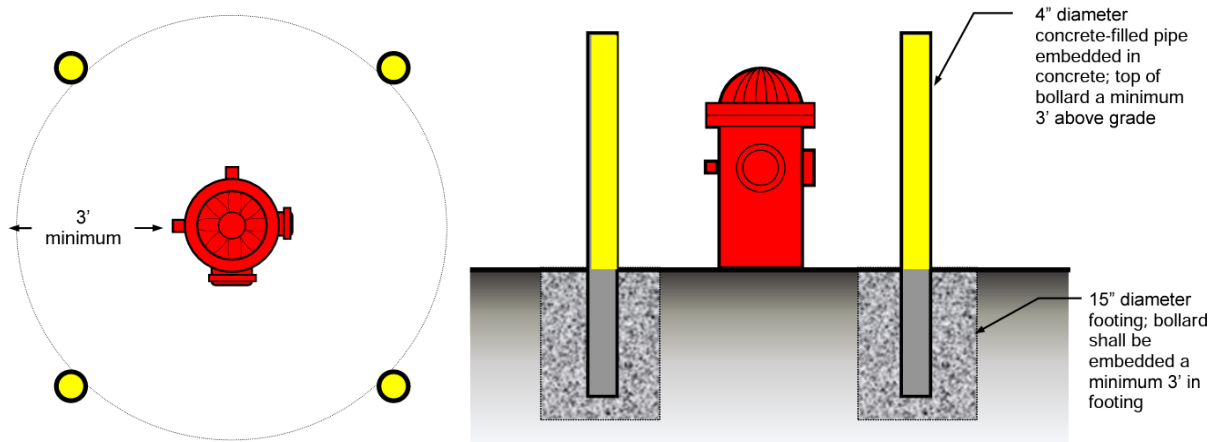
5. **Hydrant and Water Availability Requirements** - Applicants must provide documentation that hydrants are provided in the quantity and spacing described in the Hydrant Quantity and Spacing in OCFA Jurisdiction table (Attachment 3). They must also show that the hydrant is capable of delivering the amount of water required in the Minimum Required Fire Flow and Flow Duration for Buildings in OCFA Jurisdiction table (Attachment 4). The quantity and spacing of hydrants are governed by the fire flow required for the structure(s) served. The required fire flow is dependent upon the size of the structure, type of construction, and whether the building is equipped with fire sprinklers. This information must be shown clearly on the plans to assist in the determination of the fire flow requirement.
- 5.1. **Water Availability** – To facilitate the review process and avoid untimely delays in project approval, applicants are strongly encouraged to arrange a hydrant flow test with the local water department prior to submitting plans to the OCFA if the project includes a new structure or increase in the floor area of an existing structure. Water availability information may not be required to be submitted for every project, and plans may be submitted with a hydrant flow test pending, but the applicant should understand that project approval may be delayed if it is determined during review that this information is required. If the project requires evaluation of the available fire flow, it will not be approved without a completed OCFA Water Availability form or equivalent data sheets from a water district. Water availability information must not be older than six months.
- 5.1.1. Obtain a Water Availability form from OCFA Planning & Development Services Section.
- 5.1.2. Fill out the project and building information in the first section of the Water Availability form. Care should be taken when determining the applicable fire area for the project. As stated above, fire flow is dependent on several factors, so the largest building or group of structures is not necessarily the most demanding in terms of fire flow.
- 5.1.3. Determine the required fire flow from Minimum Required Fire Flow and Flow Duration for Buildings in OCFA Jurisdiction (Attachment 4), as applicable. A 50% reduction in fire flow (but not duration) may be taken when the fire-flow calculation area consists only of buildings equipped with an approved automatic fire sprinkler system. If you are unsure of how to calculate the fire flow requirement for your project, you may email or fax the form to the OCFA, and we will determine the fire flow for you.
- 5.1.4. Contact the local water company to request a hydrant flow test or fire flow modeling calculation and have a representative of the water company complete and sign the last section on the form. In some cases, the water company may allow or require a qualified third party to perform the flow test for you.
- In newly developed areas without water infrastructure, the water department may issue a “will-serve” letter indicating the expected fire flow and duration of water that will be delivered once the water system is installed and operational.



- If multiple hydrants are located within the maximum distance allowed in Hydrant Quantity and Spacing in OCFA Jurisdiction (Attachment 4). The amount of water available from each hydrant may be combined, provided that the hydrants are flowed simultaneously.
- 5.1.5. It is the applicant's responsibility to ensure that the following information is provided at a minimum on either the water company's test data sheet and/or the OCFA Water Availability form:
- Static pressure and residual pressure in PSI and observed flow in GPM; or
  - Calculated flow in GPM at 20 PSI
- 5.1.6. Scan or photocopy the completed form or data sheets onto your plans or include the original with your plan submittal.
- 5.1.7. Please ensure that the fire area, building size, construction type, and flow data are complete and accurate. Errors or omissions in this information may result in plans having to be resubmitted or fire flow testing to be redone.
- 5.2. **Fire-Flow Calculation Area** - The fire-flow calculation area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in the following two conditions:
- Portions of buildings which are separated by fire walls without openings, constructed in accordance with the California Building Code are allowed to be considered as separate fire-flow calculation areas.
  - The fire-flow calculation area of buildings constructed of Type IA and Type IB construction shall be the area of the three largest successive floors.  
*CFC Appendix B Section B104*
- 5.3. **Hydrant Location** - Hydrants shall be provided along the length of the fire access roadway in the quantities and up to the maximum distances prescribed in Hydrant Quantity and Spacing in OCFA Jurisdiction table (Attachment 3).
- 5.3.1. Hydrants must be located within three feet of the edge of a fire lane and cannot be located in areas where it may be visually or operationally obstructed (behind fences, walls, in bushes, behind parking spaces, etc.). Clearance shall be provided to a distance no less than three feet from the perimeter of the hydrant. Hydrants located in landscapes areas may require a 4'x4' concrete pad and the OCFA inspector will ensure that vegetation does not encroach on this clear space.
- 5.3.2. The hydrant outlets must face the fire lane. In areas where the outlets cannot face the fire lane (e.g., the hydrant is located on a landscape peninsula or island in a parking lot; the hydrant has three outlets, etc.), the 4" outlet(s) shall take precedence.
- 5.3.3. The hydrant shall be located at least 40-feet from the building it serves. Where it is impractical to locate the hydrant 40-feet from adjacent structures, additional hydrants may be provided, or the hydrant may be located closer if nearby walls do not contain openings and the hydrant is not in a location where it may be rendered inoperable due to damage from collapsed walls, debris, or excessive heat.

- 5.3.4. Hydrants shall be located so that a hose line running between the hydrant and the fire department connection(s) (FDCs) served by that hydrant does not cross driveways, obstruct roads or fire lanes, or otherwise interfere with emergency vehicle response and evacuation of a site.
- 5.3.5. Hydrants and fire department connections shall not be located behind parking stalls or in other locations where they are likely to be blocked by vehicles or other objects. Whenever possible, hydrants shall be placed at street and drive aisle intersections in preference to mid-block locations. Where on-street parking is allowed, hydrants should be placed in the shortest parkways between adjacent driveways, at corners and chokers where parking is not normally allowed, and in similar areas where impact to space available for parking and the potential for hydrants to be obstructed is minimized.
- 5.3.6. Hydrants and fire department connections should not be located where apparatus staged at these locations would then encroach on minimum fire apparatus turning radii unless alternative routes are available. Hydrants shall not be placed in the “bulb” end of a cul-de-sac where apparatus staged at the hydrant would prevent the cul-de-sac from being used as a turnaround.
- 5.4. **Protection of Hydrants** - Hydrants in locations that are exposed or susceptible to potential damage from vehicular collision need to be protected by curbs and/or bollards (Figure 14).

**Figure 14 - Protection of Hydrants**



*Protection of Hydrants, Detector Checks, Fire Department Connections, Post Indicator Valves, and other Similar Devices.*

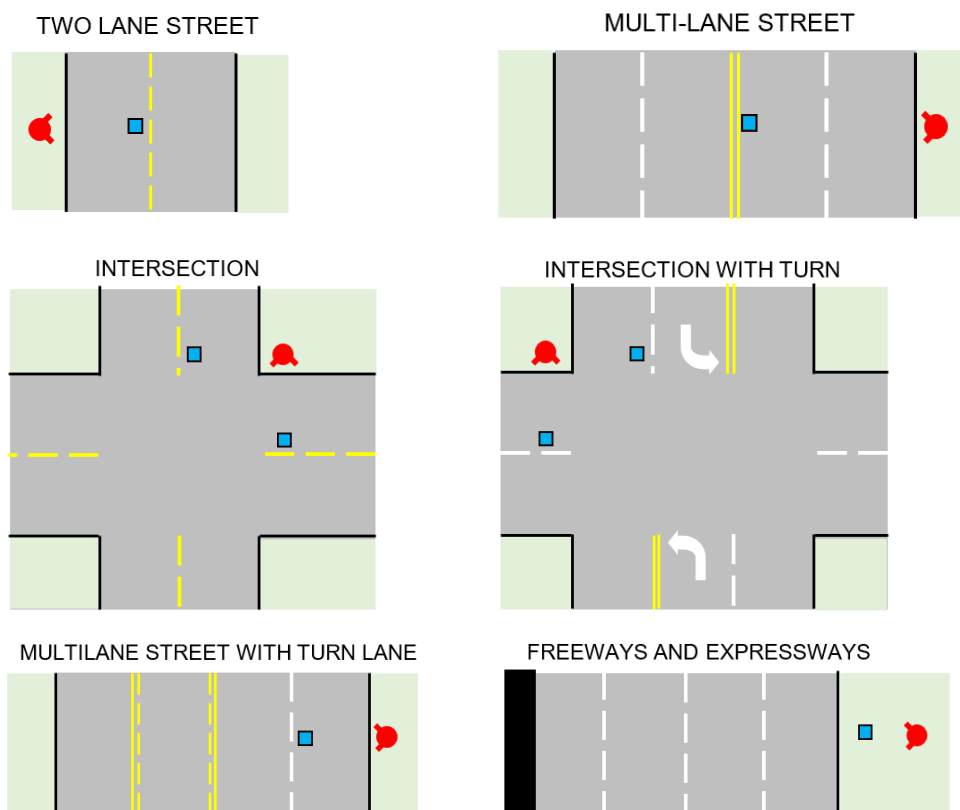
- 5.4.1. If vehicles can approach the hydrant from more than one direction, the hydrant shall be protected by four bollards of concrete-filled pipe four inches in diameter and mounted in concrete in a square around the hydrant. The bollards need to be spaced a minimum of three feet from the perimeter of the hydrant. The bollards must be placed so that their location does not impede access to or use of the hydrant. Two bollards may protect hydrants that can be approached from only one side.

- 5.4.2. Hydrants may not require protection by bollards if they are located such that the potential for collision is minimal or if they are sufficiently protected by a standard concrete curb of at least six inches in height.

## 5.5. Hydrant Markers and Color

- 5.5.1. Blue reflective pavement markers (“blue dots”) shall be used to identify fire hydrant locations (Figure 15). Blue reflective markers used for any other purpose should be removed. The developer may contact the local water company to arrange the installation of the blue dot/hydrant marker. If the water agency does not participate in the blue dot program, the developer is still responsible to install the dots in an approved manner.

**Figure 15 - “Blue Dot” Reflective Hydrant Marker Location**



- 5.5.2. Two-way streets and roads – Markers shall be placed six inches from the edge of the painted centerline or from the approximate center of streets without a painted centerline on the side nearest the hydrant.
- 5.5.3. Streets with left turn lanes at the intersection – Markers shall be placed six inches from the edge of the painted white line on the side nearest the hydrant.
- 5.5.4. Streets with continuous two-way left turn lanes – Markers shall be placed six inches from the edge of the painted yellow line on the side nearest the fire hydrant.
- 5.5.5. Hydrant Color – Private hydrants (hydrants separated from the city main by and located downstream from a backflow prevention device) shall be painted OSHA safety red.

## SECTION 6: ACCESS TO STRUCTURES

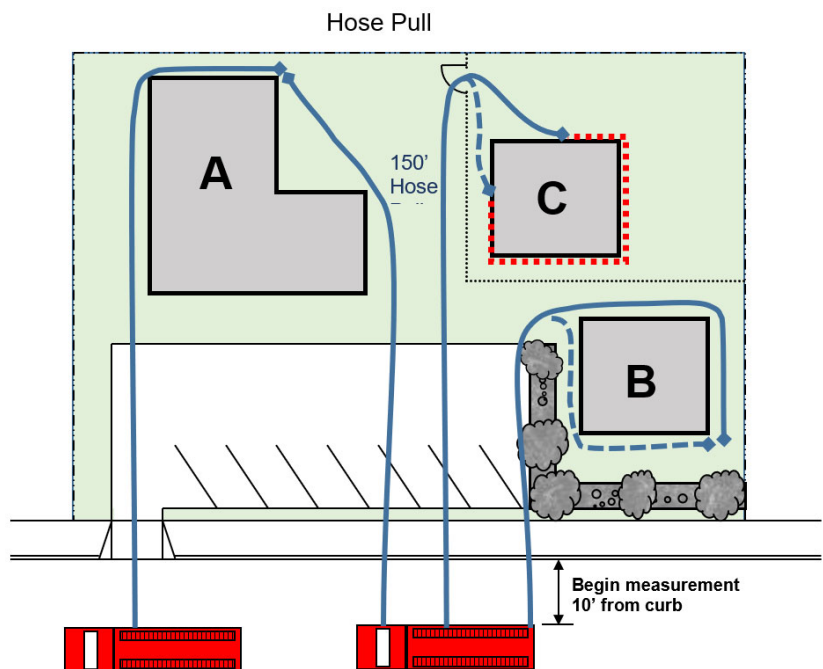
### 6. Access to Structures

- 6.1. Hose pull – The dimension of 150-feet in relation to fire department access is commonly referred to as “hose pull distance”. As the name implies, this is the maximum distance that Firefighters can effectively pull a fire hose or carry other equipment to combat a fire. The hose pull distance is set at 150 feet due to a variety of factor, including standard hose lengths, weight of equipment, hydraulic properties, and accepted operational procedures (Figure 16).

**Figure 16 – Hose Pull**

*For the hose pull example below, assume that the parking lot is not accessible to fire apparatus due to turning radii and fire lane widths less than the required minimums.*

- *Building A – All portions of the buildings are within 150 feet of the public road as measured along the path of firefighter travel. This building is in access.*
- *Building B – The building is in access despite the obstruction presented by the planter and hedges due to its proximity to the road.*
- *Building C – The building is out of access; the presence of a chain-link fence forces firefighters to backtrack once they pass through the gate, increasing their travel distance to the dashed part of the perimeter beyond 150'. On-site fire access roadways and/or a change in the location of the gate would be necessary to provide access to Building “C”.*



- 6.1.1. Hose pull is measured along a path that simulates the route a Firefighter may take to access all portions of the exterior of a structure from the nearest public road or fire lane. Under most circumstances, hose pull will not be a straight-line distance and should not be measured “as the crow flies”.
- 6.1.2. All obstructions, such as fences, planters, vegetation, and other structures must be considered when determining whether a building is accessible from a particular location on the fire lane. Topography may also affect the potential access route and any significant changes in elevation must be accounted for when measuring hose pull distances.

- 6.2. **Access walkways** – CFC 504.1 provides for the installation of approved access walkways from fire access roadways to exterior openings required by either the CBC or CFC. The OCFA may require the construction of such walkways depending upon particular site conditions or project parameters. These conditions include, but are not limited to, building use or occupancy, topography, vegetation, and surface conditions. Design professionals must carefully consider these issues when developing a project site. When required:
- 6.2.1. Access walkways must be provided to all required egress doors from a building, all firefighter access doorways in buildings with high-piled storage, and the area beneath each rescue window, at a minimum. Access walkways will typically be required around the entire perimeter of a structure to facilitate control of a fire through any other available openings.
  - 6.2.2. Access walkways must be a minimum of five feet in width.
  - 6.2.3. Access walkways shall consist of a surface that lends itself to safe use during building evacuation, firefighting, and rescue efforts.
  - 6.2.4. Where elevation change is present, indicate the grade as a percentage on the plans.
  - 6.2.5. The type of material provided for the access walkway and/or other specifications shall be indicated on the fire master plan and are subject to approval by the OCFA.
- 6.3. **Access to Interior Courtyards** - Firefighter access and water supply as described below shall be provided for interior courtyards of R-occupancy buildings and buildings of other occupancies where the main entry to a suite is accessed via the courtyard.
- 6.3.1. Number of Access Routes
    - A minimum of two means of access via “firefighter tunnels” shall be provided between each courtyard and the fire lane. A single tunnel may be allowed for smaller courtyards, as determined by the fire code official.
    - A tunnel interconnecting courtyards may suffice as a second means of access, provided that each courtyard so connected has at least one other tunnel leading directly to a fire lane.
  - 6.3.2. Design of Firefighter Tunnels
    - The outer entrance to the tunnel shall front on a fire lane.
    - Tunnels shall be a minimum 10 feet wide, and when possible, at least 10 feet tall (but no less than 8 feet).
    - Doorways and gate openings in the path of firefighter travel to, through, and from the tunnel shall provide a minimum 44-inch clear width.
    - Where the tunnel intersects with corridors or other interior spaces, doors shall be provided to separate the tunnel from those spaces in a manner that provides an uninterrupted path of travel through the tunnel, from one end to the other.
    - At least 1 tunnel shall provide a straight path of travel between the fire lane and the courtyard to ensure access by a firefighter’s 35’ ladder.

- Landscape and hardscape features such as trees, shrubs, light poles, raised planters, walls, fences, and gates near the openings to the tunnel shall not hinder or delay movement of firefighters carrying a ladder.
- Where there is an elevation change between the fire lane and courtyard, code-compliant ramps or stairs with a minimum clear width of 44" between handrails shall be provided. Only straight-run stairs shall be provided, no stair returns are allowed along the path of firefighter travel.

#### 6.3.3. Tunnel Construction

- Tunnels shall be separated from adjacent construction by minimum 2 hour fire barriers and 2 hour ceiling/floor assemblies.
- Interior door openings into the tunnel may be equipped with mag-holds, but other doorstops are not allowed.
- Wall and ceiling finishes within the tunnel shall be non-combustible. Where allowed by CBC/CFC Chapter 8, floors may be carpeted.

6.3.4. Use of Firefighter tunnels – Tunnels are permitted to be used for other purposes provided that the use does not obstruct the clear path required or otherwise interfere with use of the tunnel for emergency purposes. Combustible furnishings and fixtures within the tunnel shall be kept to a minimum, and such items shall be fixed in place. Where the tunnel is also an exit component of the egress system (e.g., exit enclosure, passageway, exit stair, horizontal exit) or functions as an egress court per CBC 1029.1, no other non-emergency use shall be allowed within the tunnel.

#### 6.3.5. Courtyard Standpipes

- At least one standpipe outlet shall be provided in the courtyard when hose-pull from fire apparatus in the fire lane to any portion of the inner façade within the courtyard exceeds 200'.
- If standpipes are required, outlet(s) shall be provided within the firefighter tunnel at the opening of the firefighter tunnel(s) into the courtyard and at other approved locations as required by the fire code official. The hose-pull to all portions of the courtyard shall be less than 150-feet as measured from the standpipe outlet.
- The system shall be designed to not send a waterflow signal.
- The standpipe may be wall mounted or standalone. If standalone, it shall be located no more than 18" from the edge of a primary walkway in the courtyard in a position where it is immediately visible and accessible to firefighters. Access to and use of standpipes shall not be hindered by planter walls, vegetation, or other features; 18" clearance shall be provided on all sides.

6.4. **Rescue Openings** - Group-R occupancies that are required by CBC 1031.1 to have rescue openings shall have a walkable path free of obstructions between the fire lane and each rescue opening.

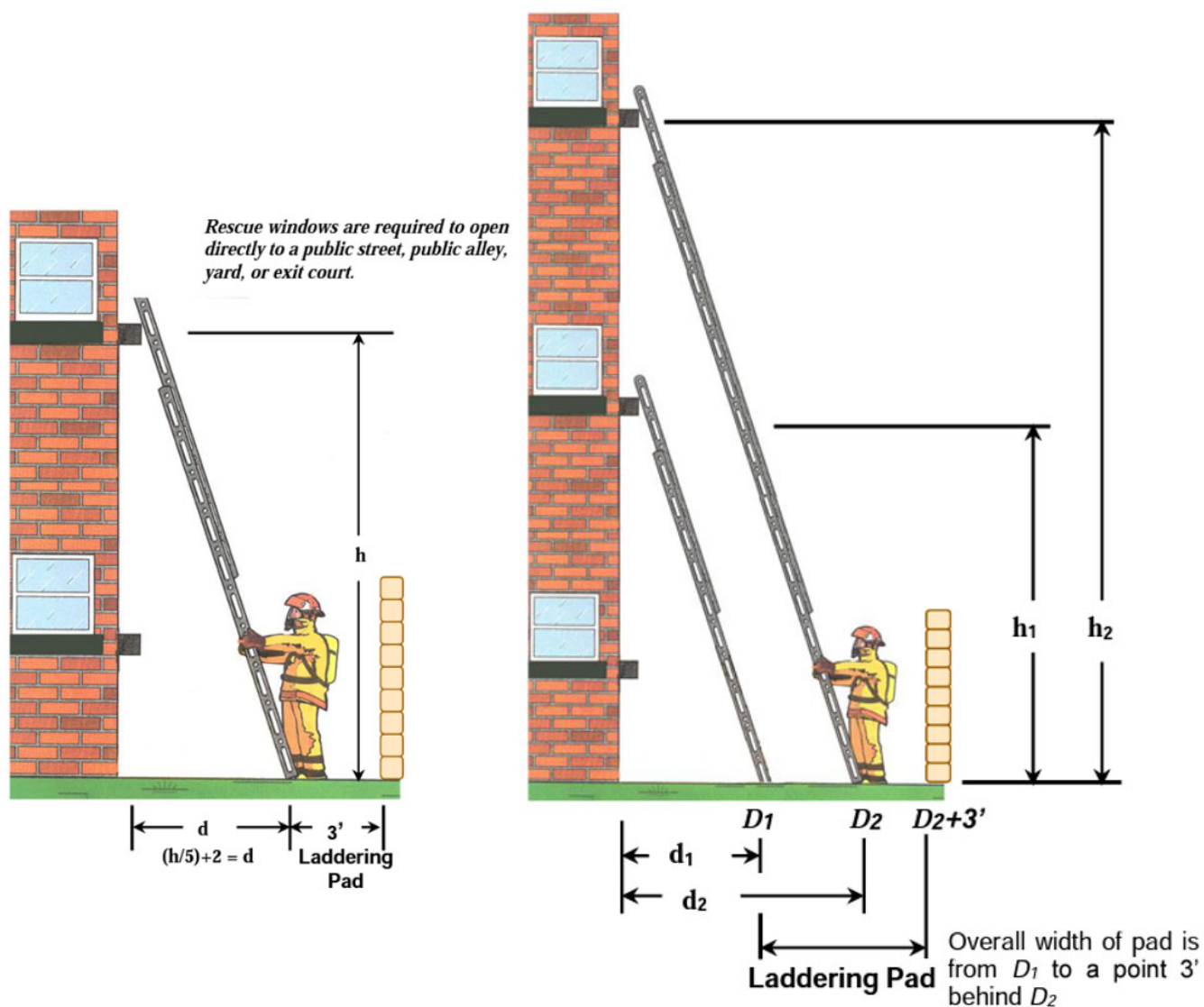
- 6.4.1. An approved access walkway must be provided to enable firefighters to easily and safely reach a clear, flat space beneath each rescue opening. Obstructions including but not limited to shrubs, trees, trellises, carports, raised planters, walls, fences, pools, steeply sloped roofs, overhangs, vegetation, and similar building and site elements shall not impede the use of or access to the walkway or rescue opening.
- 6.4.2. Walkways may consist of hardscape, decomposed granite, grass, or other similar walkable material that does not inhibit access to or use of the area.
- 6.4.3. Trees that encroach on walkways shall provide a minimum 7-foot clearance underneath to allow unhindered passage by firefighters, however, trees and shrubs shall not encroach on areas outside the rescue opening.
- 6.5. **Laddering Pad and Setback at Rescue Openings of Group R-1, R-2, and R-2.1 Occupancies** - A clear, flat space for laddering rescue openings shall be provided beneath each rescue opening. The distance between the nearest edge of this laddering pad and the structure is based on standardized operational procedures and safe practice to achieve a proper laddering angle (next page, Figure 17). The plan provided must demonstrate that the vegetation (at fully-grown sizes), buildings, and site features will not obstruct the access walkways or laddering operations. It is incumbent upon the developer, architect, landscape architect, and facility maintenance personnel to collaborate on a design and plant palette that complies with these requirements through the *life of the building*.
- 6.5.1. Proper laddering angle calculation:  $d = (h/5) + 2$
- Where **h** = The height of the window sill or balcony railing
- d** = The distance in feet from the edge of the pad nearest the building to a point on the ground directly beneath the rescue window sill or balcony edge.
- 6.5.2. Dimensions for placement of ladders:

Placement of Ladders

| Sill Height (h) | Distance (d) | Sill Height (h) | Distance (d) | Sill Height (h) | Distance (d) |
|-----------------|--------------|-----------------|--------------|-----------------|--------------|
| 35'             | 9'-0"        | 25'             | 7'-0"        | 15'             | 5'-0"        |
| 34'             | 8'-10"       | 24'             | 6'-10"       | 14'             | 4' to 5'     |
| 33'             | 8'-7"        | 23'             | 6'-7"        | 13'             | 4' to 5'     |
| 32'             | 8'-5"        | 22'             | 6'-5"        | 12'             | 3' to 5'     |
| 31'             | 8'-2"        | 21'             | 6'-2"        | 11'             | 3' to 4'     |
| 30'             | 8'-0"        | 20'             | 6'-0"        | 10'             | 2' to 4'     |
| 29'             | 7'-10"       | 19'             | 5'-10"       | 9'              | 2' to 4'     |
| 28'             | 7'-7"        | 18'             | 5'-7"        | 8'              | 2' to 3'     |
| 27'             | 7'-5"        | 17'             | 5'-5"        | 7'              | 1' to 3'     |
| 26'             | 7'-2"        | 16'             | 5'-2"        | <7'             | 1' to 2'     |



**Figure 17 - Ladder Pad Setback at Rescue Openings**



## ATTACHMENTS

### Attachment 1 - Fire Master Plan Submittal Checklist

#### PROJECT INFORMATION

|                                                                       |                                                                                                        |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Scope of project is clearly defined on the plan?                      | <input type="checkbox"/> Yes                                                                           |
| Conditional Use Permit conditions included with submittal?            | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (CUP was not required by city/county)        |
| Tract/Tentative Tract/Parcel Map Number has been provided?            | <input type="checkbox"/> Yes                                                                           |
| Standard OCFA fire master plan notes are included?                    | <input type="checkbox"/> Yes (Notes are tailored to this project, where applicable)                    |
| Building area, construction, occupancy, sprinkler type noted on plan? | <input type="checkbox"/> Yes                                                                           |
| Allowable area calculation provided on plan?                          | <input type="checkbox"/> Yes <input type="checkbox"/> No (<6,000 sf unsprinklered; <18,000 w/ sprink.) |
| Sheets not relevant to fire master plan removed from plan set?        | <input type="checkbox"/> Yes                                                                           |
| Access/hydrant phasing plan provided?                                 | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No phasing of access/hydrant installation)  |

#### WATER AND HYDRANTS

|                                                                |                                                                                                                          |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Water availability form completed and provided?                | <input type="checkbox"/> Yes <input type="checkbox"/> No (in progress) <input type="checkbox"/> No (no change in demand) |
| All hydrants within 350' of the site are shown on plan?        | <input type="checkbox"/> Yes                                                                                             |
| Are hydrants provided/spaced per Guideline B-01, Attachment 3? | <input type="checkbox"/> Yes                                                                                             |

#### ACCESS AND ROADWAYS

|                                                                  |                                                                                                                        |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Extent of the access roadway is clearly shown on the plan?       | <input type="checkbox"/> Yes                                                                                           |
| Turning radii and width (incl. road sections) shown on the plan? | <input type="checkbox"/> Yes                                                                                           |
| Exterior of all structures within 150' hose pull distance?       | <input type="checkbox"/> Yes <input type="checkbox"/> No (AM&M proposed) <input type="checkbox"/> No (sprinklered R-3) |
| Engineer's certification provided for new paving?                | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No new paving)                                              |
| Walkable surface provided to required openings?                  | <input type="checkbox"/> Yes                                                                                           |
| Road and walkway grades >10% shown on plan?                      | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (Grade <10%)                                                 |

#### FIRE LANE IDENTIFICATION

|                                                                   |                                                                                                   |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Red curbs are identified on plan with bold, dashed, or red lines? | <input type="checkbox"/> Yes <input type="checkbox"/> N/A ("Fire Lane—No Parking" signs provided) |
| Location of each "Fire Lane—No Parking" sign shown?               | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (Red curbs provided)                    |
| Fire lane entrance sign provided at each vehicle entrance?        | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (All roads at least 36 feet wide)       |
| Drawings of red curbs/"No Parking"/entrance signs provided?       | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (All roads at least 36 feet wide)       |

#### GATES AND OBSTRUCTIONS

|                                                           |                                                                                        |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------|
| Are all gates, fences, and planters shown?                | <input type="checkbox"/> Yes                                                           |
| Are vehicle gates identified as manual or electric?       | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No gates proposed)          |
| Gate operator specs showing emergency operation provided? | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No electric gates proposed) |
| Manual vehicle gates have "No Parking" sign noted?        | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No manual gates proposed)   |
| Knox boxes/locks/switches are noted on plans?             | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No gates proposed)          |
| OCFA gate notes/specifications included on plan?          | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No gates proposed)          |

#### OTHER REQUIREMENTS

|                                                                                                                                       |                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| AM&M request letter scanned onto plan?                                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No alternate methods proposed)         |
| Premises ID/address monument location shown on plan?                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (Single family homes)                   |
| Trash enclosures are located at least 5' from buildings?                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No (Enclosures are existing or sprinklered) |
| Two entry points provided for 150 or more residences?                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (Non-residential project)               |
| Buildings >75' to highest occupiable floor called out?                                                                                | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (No high-rise structures)               |
| Parking enforcement letter provided?                                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> N/A (Public streets only)                   |
| Project located in methane zone(s) (portions of Yorba Linda, Buena Park, Seal Beach, San Clemente, and Unincorporated Orange County)? | <input type="checkbox"/> Yes <input type="checkbox"/> No                                          |

**NOTE:** This is only a listing of basic fire master plan submittal requirements. Other information or requirements may be necessary, depending on conditions specific to each project.

### ***Attachment 2 – CVC, Fire Lane Parking Violations***

The California Fire Code (CFC) and California Vehicle Code (CVC) specify rules of the road for stopping, standing, and parking in fire lanes or near fire hydrants.

- A. Section 22500.1 states that no person shall stop, park, or leave standing any vehicle whether attended or unattended, in any location designated as a fire lane by the Fire Authority except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or official traffic control device. Vehicles illegally parked in a fire lane may be towed per CVC 22953(b).
- B. There shall be no parking of any vehicles other than fire department vehicles within 15 feet of either side of a fire hydrant in accordance with CVC 22514(c). Such vehicles may be towed per CVC 22651(e).
- C. CVC 22658(a) permits the owner or person in lawful possession of any private property, subsequent to notifying local law enforcement, to cause the removal of a vehicle parked on such property to the nearest public garage, if a sign is displayed in plain view at all entrances to the property specifying:
  - 1. The ordinance prohibiting public parking, a notation indicating that vehicles will be removed at the owner's expense, and the telephone number of the local traffic law enforcement agency, or;
  - 2. The lot or parcel upon which the vehicle is parked has a single-family dwelling.
- D. CFC 503.4 states that the required width of a fire apparatus access road shall not be obstructed in any manner, including parking of vehicles. Minimum required widths and clearances shall be maintained at all times.
- E. CFC 507.5.4 states that vehicles and other obstructions shall not be placed or kept near fire hydrants, fire department inlet connections or fire-protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire-protection equipment or hydrants.

### Attachment 3 – Hydrant Quantity and Spacing in OCFA Jurisdiction

#### SINGLE FAMILY RESIDENCES/DUPLEXES/TOWNHOUSES with SPRINKLERS

| Flow Requirement | Minimum Number of Hydrants | Maximum Distance to a Hydrant |          | Maximum Distance between Hydrants <sup>1</sup> |          | Average Distance between Hydrants <sup>1</sup> |          |
|------------------|----------------------------|-------------------------------|----------|------------------------------------------------|----------|------------------------------------------------|----------|
|                  |                            | Thru road                     | Dead-end | Thru road                                      | Dead-end | Thru road                                      | Dead-end |
| 500 - 1750       | 1                          | 300                           | 250      | 600                                            | 500      | 600                                            | 500      |
| 1751+            | Use the table below        |                               |          |                                                |          |                                                |          |

#### ALL OTHER STRUCTURES

| Flow Requirement | Minimum Number of Hydrants         | Maximum Distance to a Hydrant |          | Maximum Distance between Hydrants <sup>1,2</sup> |          | Average Distance between Hydrants <sup>1,2</sup> |          |
|------------------|------------------------------------|-------------------------------|----------|--------------------------------------------------|----------|--------------------------------------------------|----------|
|                  |                                    | Thru road                     | Dead-end | Thru road                                        | Dead-end | Thru road                                        | Dead-end |
| 1000 - 1750      | 1                                  | 250                           | 200      | 500                                              | 400      | 500                                              | 400      |
| 1751 - 2250      | 2                                  | 225                           | 175      | 450                                              | 350      | 450                                              | 350      |
| 2251 - 2500      | 3                                  | 225                           | 175      | 450                                              | 350      | 450                                              | 350      |
| 2501 - 3000      | 3                                  | 225                           | 175      | 450                                              | 350      | 400                                              | 300      |
| 3001 - 4000      | 4                                  | 210                           | 160      | 420                                              | 320      | 350                                              | 250      |
| 4001 - 5000      | 5                                  | 180                           | 130      | 360                                              | 260      | 300                                              | 200      |
| 5001 - 5500      | 6                                  | 180                           | 130      | 360                                              | 260      | 300                                              | 200      |
| 5501 - 6000      | 6                                  | 150                           | 100      | 300                                              | 200      | 250                                              | 150      |
| 6001 - 7000      | 7                                  | 150                           | 100      | 300                                              | 200      | 250                                              | 150      |
| 7001+            | 1 per 1000 gpm or fraction thereof | 120                           | 70       | 240                                              | 140      | 200                                              | 100      |

All distances are in feet.

<sup>1</sup> Where streets are provided with median dividers which cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

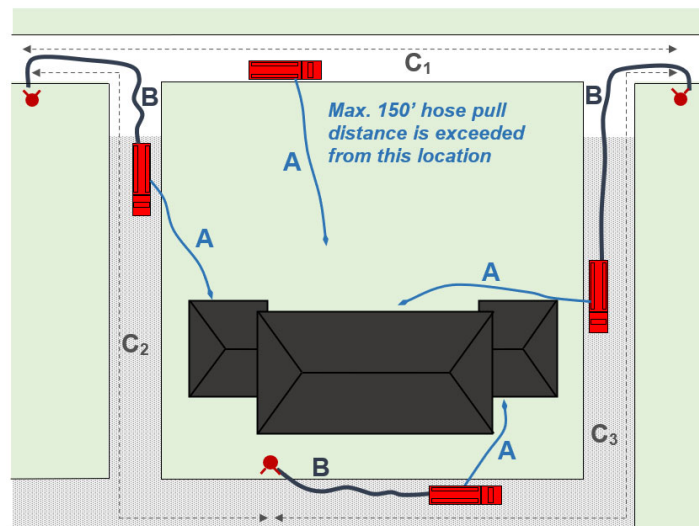
<sup>2</sup> Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.

**A: HOSE PULL** – In the diagram, firefighters would be able to reach the entire perimeter of the building by pulling no more than 150' of hose from one or more fire engines staged in the shaded portion of the fire lane; the unshaded roadway has a hose pull distance greater than 150' and would be considered “out of access” relative to this building.

**B: HOSE LAY** – No point along the portion of the fire lane serving the structure (the shaded road) may be farther from a hydrant than the distance specified in the table above. The hydrant may be located along portions of the fire lane that exceed the hose pull distance (unshaded roadway) provided that it is:

1. On the same property,
2. On an adjacent property where an emergency access easement has been obtained, or
3. On a public road leading to the fire lane serving the property.

**C: HYDRANT SPACING** – Hydrants located on portions of the fire lane that do not serve the building (unshaded road) do not need to be evaluated for spacing relative to each other, only with respect to hydrants that do serve the structure. Example: C1 may exceed hydrant spacing requires. However, C2 and C3 cannot. “Average spacing” from the table above shall be maintained to prevent multiple hydrants from being concentrated in only one portion of the fire lane.



**Attachment 4 – Minimum Required Fire Flow and Flow Duration**

| FIRE FLOW CALCULATION AREA<br>(square feet) |               |               |               |             | DETACHED SINGLE-FAMILY<br>RESIDENCE/DUPLEX              |      | OTHER BUILDINGS     |                                                         |      |                     |
|---------------------------------------------|---------------|---------------|---------------|-------------|---------------------------------------------------------|------|---------------------|---------------------------------------------------------|------|---------------------|
|                                             |               |               |               |             | FIRE FLOW<br>(gallons per minute<br>at 20 psi residual) |      | DURATION<br>(hours) | FIRE FLOW (gallons<br>per minute at 20 psi<br>residual) |      | DURATION<br>(hours) |
| Type IA/IB                                  | Type IIA/IIIA | Type IV/VA    | Type IIB/IIIB | Type VB     | NS                                                      | S    |                     | NS                                                      | S    |                     |
| 0-22700                                     | 0-12700       | 0-8200        | 0-5900        | 0-3600      | 1000                                                    | 500  | 1                   | 1500                                                    | 1500 | 2                   |
| 22701-30200                                 | 12701-17000   | 8201-10900    | 5901-7900     | 3601-4800   | 1750                                                    | 875  | NS: 2<br>S: 1       | 1750                                                    | 1500 |                     |
| 30201-38700                                 | 17001-21800   | 10901-12900   | 7901-9800     | 4801-6200   | 2000                                                    | 1000 |                     | 2000                                                    | 1500 |                     |
| 38701-48300                                 | 21801-24200   | 12901-17400   | 9801-12600    | 6201-7700   | 2250                                                    | 1125 |                     | 2250                                                    | 1500 |                     |
| 48301-59000                                 | 24201-33200   | 17401-21300   | 12601-15400   | 7701-9400   | 2500                                                    | 1250 |                     | 2500                                                    | 1500 |                     |
| 59001-70900                                 | 33201-39700   | 21301-25500   | 15401-18400   | 9401-11300  | 2750                                                    | 1375 |                     | 2750                                                    | 1500 |                     |
| 70901-83700                                 | 39701-47100   | 25501-30100   | 18401-21800   | 11301-13400 | 3000                                                    | 1500 | NS: 3<br>S: 1       | 3000                                                    | 1500 | 3                   |
| 83701-97700                                 | 47101-54900   | 30101-35200   | 21801-25900   | 13401-15600 | 3250                                                    | 1625 |                     | 3250                                                    | 1625 |                     |
| 97701-112700                                | 54901-63400   | 35201-40600   | 25901-29300   | 15601-18000 | 3500                                                    | 1750 |                     | 3500                                                    | 1750 |                     |
| 112701-128700                               | 63401-72400   | 40601-46400   | 29301-33500   | 18001-20600 | 3750                                                    | 1875 |                     | 3750                                                    | 1875 |                     |
| 128701-145900                               | 72401-82100   | 46401-52500   | 33501-37900   | 20601-23300 | 4000                                                    | 2000 | NS: 4<br>S: 1       | 4000                                                    | 2000 | 4                   |
| 145901-164200                               | 82101-92400   | 52501-59100   | 37901-42700   | 23301-26300 | 4250                                                    | 2125 |                     | 4250                                                    | 2125 |                     |
| 164201-183400                               | 92401-103100  | 59101-66000   | 42701-47700   | 26301-29300 | 4500                                                    | 2250 |                     | 4500                                                    | 2250 |                     |
| 183401-203700                               | 103101-114600 | 66001-73300   | 47701-53000   | 29301-32600 | 4750                                                    | 2375 |                     | 4750                                                    | 2375 |                     |
| 203701-225200                               | 114601-126700 | 73301-81100   | 53001-58600   | 32601-36000 | 5000                                                    | 2500 |                     | 5000                                                    | 2500 |                     |
| 225201-247700                               | 126701-139400 | 81101-89200   | 58601-65400   | 36001-39600 | 5250                                                    | 2625 |                     | 5250                                                    | 2625 |                     |
| 247701-271200                               | 139401-152600 | 89201-97700   | 65401-70600   | 39601-43400 | 5500                                                    | 2750 |                     | 5500                                                    | 2750 |                     |
| 271201-295900                               | 152601-166500 | 97701-106500  | 70601-77000   | 43401-47400 | 5750                                                    | 2875 |                     | 5750                                                    | 2875 |                     |
| 295901+                                     | 166501+       | 106501-115800 | 77001-83700   | 47401-51500 | 6000                                                    | 3000 |                     | 6000                                                    | 3000 |                     |
|                                             |               | 115801-125500 | 83701-90600   | 51501-55700 | 6250                                                    | 3125 |                     | 6250                                                    | 3125 |                     |
|                                             |               | 125501-135500 | 90601-97900   | 55701-60200 | 6500                                                    | 3250 |                     | 6500                                                    | 3250 |                     |
|                                             |               | 135501-145800 | 97901-106800  | 60201-64800 | 6750                                                    | 3375 |                     | 6750                                                    | 3375 |                     |
|                                             |               | 145801-156700 | 106801-113200 | 64801-69600 | 7000                                                    | 3500 |                     | 7000                                                    | 3500 |                     |
|                                             |               | 156701-167900 | 113201-121300 | 69601-74600 | 7250                                                    | 3625 |                     | 7250                                                    | 3625 |                     |
|                                             |               | 167901-179400 | 121301-129600 | 74601-79800 | 7500                                                    | 3750 |                     | 7500                                                    | 3750 |                     |
|                                             |               | 179401-191400 | 129601-138300 | 79801-85100 | 7750                                                    | 3875 |                     | 7750                                                    | 3875 |                     |
|                                             |               | 191401+       | 138301+       | 85101+      | 8000                                                    | 4000 |                     | 8000                                                    | 4000 |                     |

**NS:** The building is not protected throughout with an approved fire sprinkler system**S:** The building is protected throughout with an approved fire sprinkler system.**Construction Types:** Types of construction are based on the California Building Code

## ***Attachment 5 – Definitions***

**Access Walkways** - An approved walking surface leading from fire access roadways to exterior doors, the area beneath rescue windows, and other required openings in structures.

**Bollards** - Permanent or removable poles that are placed across a roadway for the purpose of restricting vehicular access or to protect a piece of equipment from potential vehicular damage.

**Breakaway Lock** - A lock that features a scored shackle that will break when struck by a hammer or other substantial object.

**Fire Lane** – A road or other passageway developed to allow the passage of fire apparatus which may or may not be intended for vehicular traffic other than fire apparatus.

**Fire Lane Identification** - Signs or curb markings that allow fire apparatus access roads to be readily recognized so that they will always remain unobstructed and available for emergency use.

**Gate** – A movable barrier, usually on hinges or wheels, located at an opening in a fence, wall, or other enclosure, that can be opened to allow the passage of pedestrians or vehicles, and closed to restrict passage.

**Hose Pull** - The distance between the fire engine and a building, represented by the amount of fire hose that firefighters must pull from the engine to reach the structure and conduct fire suppression operations. Hose pull is measured along the firefighter's path of travel from the fire lane to the building, accounting for any obstructions along that path.

**Hose Lay** - The distance between the fire engine and a hydrant, represented by the amount of hose laid out from the engine to supply water from the hydrant to the engine. Hose lay is measured along the engine's path of travel on a fire lane.

**Hydrant Spacing** – The distance between two hydrants that could supply water to fire apparatus engaged in firefighting operations. Hydrant spacing is measured along the fire lane.

**Local Responsibility Area (LRA)** - Land where a city/county has primary financial responsibility for the prevention and suppression of wildland fires. LRA land is generally located within city boundaries. *(Refer to CCR Title 14)*

**Premises Identification** – A method of recognizing and visual means (e.g., address numbers) used to readily identify a property or facility street address. It may also be used to distinguish separate buildings within a single facility or property.

**Rescue Openings** – An operable window, door, or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

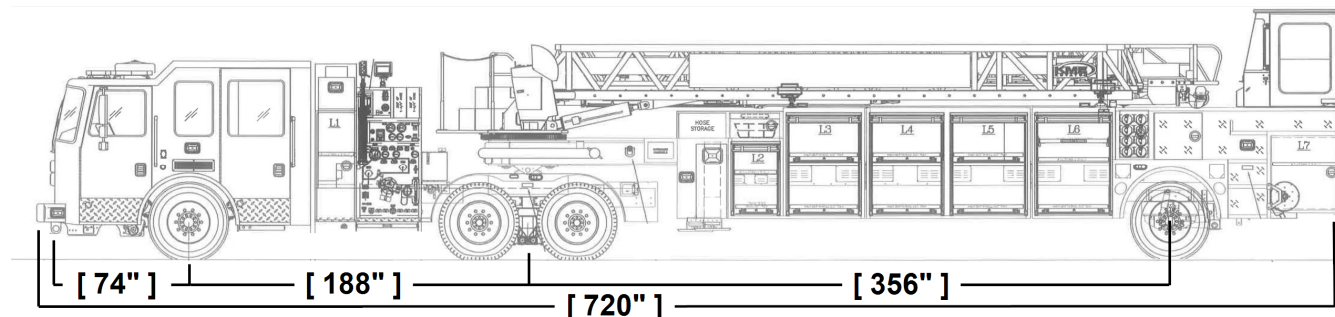
**State Responsibility Area (SRA)** - Land where the State of California has primary financial responsibility for the prevention and suppression of wildland fires. All SRA land is located within County unincorporated areas; SRA does not include lands within city boundaries or in federal ownership. *(Refer to CCR Title 14)*

**Very High Fire Hazard Severity Zone (VHFHSZ)** - A designated area in which the type and condition of vegetation, topography, fire history, and other relevant factors increase the possibility of uncontrollable wildland fire. Structures within a VHFHSZ require special construction features to protect against wildfire hazards; please consult with the local building department. *(Refer to CCR Title 14)*

**Wildfire Risk Area** - Land that is covered with vegetation, which is so situated or is of such an inaccessible location that a fire originating upon it would present an abnormally difficult job of suppression or would result in great or unusual damage through fire, or such areas designated by the fire code official.

### ***Attachment 6 - Apparatus Data for Swept Path Analysis***

Use the following inputs for analyzing the swept path of a “typical” OCFA fire truck. To improve maneuverability for *all* OCFA apparatus, increase the speed of apparatus navigation through tight turns, and reduce the potential for property damage and resulting delays to emergency response, projections such as light poles, sign posts, mailboxes, planter walls, and vegetation shall not be placed near the edge of the fire lane where they can obstruct or be struck by portions of the vehicle that may overhang the curb.



|                          |                   |
|--------------------------|-------------------|
| <b>Weight</b>            | <b>94,000 lbs</b> |
| <b>Width (Cab)</b>       | <b>8.50 feet</b>  |
| <b>Width (Outrigger)</b> | <b>15.00 feet</b> |
| <b>Height Clearance</b>  | <b>13.50 feet</b> |



## APPENDIX A - ACCESS DURING CONSTRUCTION

### HOW TO USE THIS APPENDIX

This appendix contains information related to access during construction. In addition to the generic information listed in Guideline B-01, the information in this appendix must be provided with your plan for projects where access or water supply may impact emergency response during construction. **Note: This information may not stand alone and must be used in conjunction Guideline B-01.**

- A1. Access During Construction** - Access and water supply during construction shall comply with CFC Chapter 33 and the provisions listed in this section. Construction activities at job sites that do not comply with these requirements may be suspended at the discretion of the fire code official until a reasonable level of compliance is achieved.

*At no time shall construction projects impair/obstruct existing fire lanes or access to the operation of an existing fire hydrant(s) serving other structures.*

The developer shall provide alternative access routes, fire lanes, and other mitigation features when existing roadways or hydrants may need to be moved or altered during construction to ensure adequate fire and life-safety protection. Such alternatives and features shall be submitted to the OCFA for review and approval prior to alteration of existing conditions.

- A1.1. Lumber Drop Inspection** - An inspection shall be scheduled with an OCFA inspector to verify that access roadways, fire lanes, and operable hydrants have been provided for buildings under construction and prior to bringing combustible building materials on site.
- A1.1.1. The street address of the site shall be posted at each entrance. Projects on streets without names or street signs posted at the time of construction shall include the project name, tract number, or lot number for identification.
  - A1.1.2. Gates through construction fencing shall be equipped with a Knox padlock or breakaway lock/chain.
  - A1.1.3. When required by the OCFA inspector, fire lanes shall be posted with "Fire Lane – No Parking" signs or 'No Parking Areas' will be identified to maintain obstruction free areas during construction.
  - A1.1.4. Provisions shall be made to ensure that hydrants are not blocked by vehicles or obstructed by construction material or debris. A three-foot clear space shall be provided around the perimeter of the hydrant and no parking or similar obstructions shall be allowed along the adjacent road within 15 feet of the hydrant. Inoperable hydrants shall be bagged.
- A1.2. Temporary Fire Access Roads** - Temporary access roads (construction roads that do not match the final location and configuration of permanent roads as approved on a Fire Master Plan) and temporary hydrants may be permitted for single family residential model construction or a single detached custom home less than 5500 square feet in area with the conditions listed below. They may be allowed on a case-

by-case basis for other structures with additional requirements, as determined by the fire code official.

- A1.2.1. Plans for temporary access shall be submitted to the OCFA Planning and Development Services Section. Plans will show proposed temporary roadway locations, location of models, space dedicated to storage of construction materials, and parking for work crews and construction vehicles. The plans shall clearly state that they have been submitted for temporary access and hydrants.
- A1.2.2. Plans shall be stamped and signed by a licensed civil engineer stating that the temporary access road can support 94,000 pounds of vehicle weight in all-weather conditions. Plans will also provide manufacturer's documentation that demonstrates suitability of the material, specifically as a road stabilizer.
- A1.2.3. Parking plans will include details on how the construction site will enforce fire lanes and no parking zones.
- A1.2.4. Aboveground invasion lines are acceptable for water supply.
- Drawings show detail how the line will be secured in place (e.g., size, depth, and interval of rebar tie-downs) and protected from vehicular damage (e.g., K-rails or bollards).
  - An invasion line may be run underground if the depth of bury can support the 94,000-pound weight of a fire apparatus.
  - The temporary water line must provide the required fire flow; calculations may be required.
  - The pipe shall be listed for fire service.
  - Fire hydrants shall consist of a minimum 6" barrel with one 2-1/2" outlet and a 4" outlet. Note this on the plan.
- A1.2.5. All other access and water requirements shall apply (e.g., width, approach clearance, premises identification, locks, gates, barriers, etc.).
- A1.2.6. The approved plan for temporary access and water supply shall be available at the construction site prior to bringing combustible building materials on-site.
- A1.2.7. An inspection by OCFA personnel is required to verify adherence to the approved plan prior to bringing combustible materials on-site.
- A1.3. **Phased Access** - Incremental installation of permanent access roadways as shown on a fire master plan may be permissible for commercial and residential developments. If phased installation is anticipated, the site superintendent or designee shall review the installation process with an OCFA inspector during the lumber drop inspection or pre-construction meeting. Depending on the complexity of the installation, size of the project, and other project-specific factors, the inspector may allow phased installation to proceed immediately or may first require that all or some of the following items are satisfied:
- The extent of building construction.
  - Location of operable hydrants serving all buildings under construction.

- The location of construction fencing, barriers, and vehicle access gates.
  - The location of all temporary or permanent “fire lane—no parking” signs.
  - Equipment/materiel staging locations.
  - Worker parking areas.
- A1.3.1. Phasing plans shall be stamped and signed by a licensed civil engineer stating that the access road can support 94,000 pounds of vehicle weight in all-weather conditions. The final road section less the final lift of asphalt topping may be acceptable if certified by the engineer.
- A1.3.2. The phasing plan shall identify any anticipated areas where fire department access roadways may be temporarily inaccessible due to trenching, slurry coating, striping, or other construction activities after they have been installed and inspected. The plan shall indicate the anticipated period of impairment and include provisions for providing plating over trenches and alternative access routes, notification to the fire department, and/or other forms of mitigation when such roadways are impaired.
- A1.3.3. Provide a parking plan for the construction site detailing how the fire lane no parking regulations will be enforced. Include a clause stating that “the job-site superintendent is responsible for informing the work crews of parking requirements and that the entire job-site is subject to shut down by the OCFA inspector if parking is in violation of fire lane posting.”
- A1.3.4. The approved phasing plan shall be available at the construction site prior to bringing combustible building materials on-site. A lumber drop inspection by an OCFA inspector will be required prior to the commencement of each phase; additional inspection fees will be due for each phase.
- A1.3.5. All other access and water requirements shall apply (e.g., width, approach clearance, premises identification, locks, gates, barriers, etc.).

## APPENDIX B – GATES AND BARRIERS

### HOW TO USE THIS APPENDIX

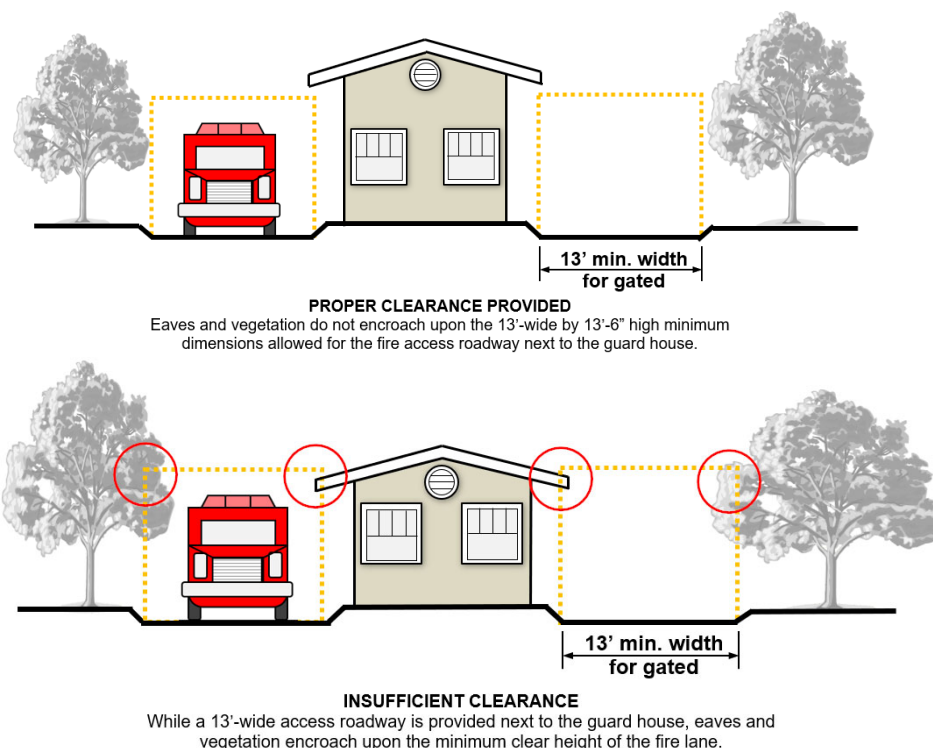
This appendix contains information related to gates and barriers shown on the Fire Master Plan. In addition to the generic information listed in Guideline B-01, the information in this appendix must be provided with your plan if your plan incorporates gates and barriers. **Note:** This information may not stand alone and must be used in conjunction Guideline B-01.

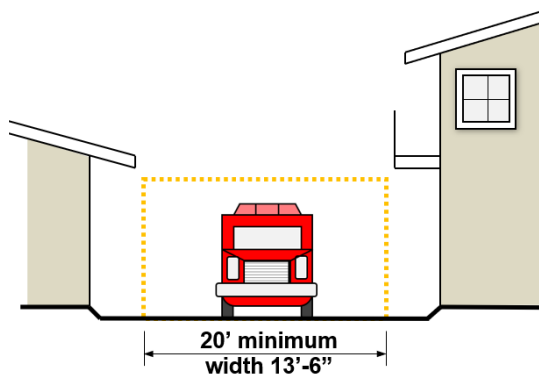
**B1. Obstructions to Emergency Vehicle Access** - Existing or proposed gates and barriers crossing fire lanes must be shown on the plans. Information such as the location, type of gate (e.g., swinging, sliding), dimensions, and method of operation (manual, electric) must also be provided. Note or identify the following on the fire master plan:

**B1.1. Clear Width** – Gated openings for vehicle egress and ingress of vehicles shall have at least 13-feet of clear width when serving a single 13-foot-wide fire lane designed for traffic travelling in one direction and 20-feet clear for a 20-foot-wide fire lane serving traffic travelling in two directions. The vertical clearance shall not be less than 13-feet 6-inches, including landscaping and/or foliage (Figure B1 and next page, Figure B2). In SRA and LRA VHFHSZ, gate openings shall be at least two feet wider than the roadway and a minimum of 14' wide in accordance with CCR Title 14.

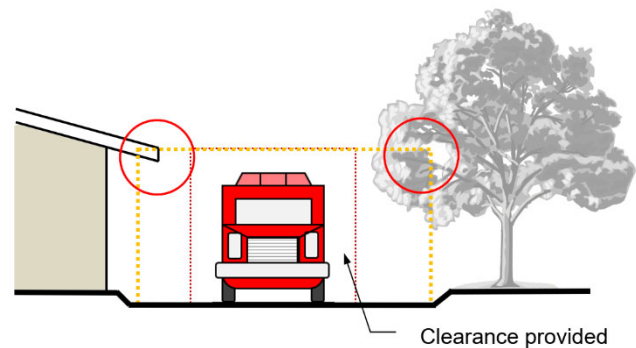
**FIGURE B1- Fire Apparatus Access Roadway Clearance for Typical Gated Community Guard House**

*Fire lane width reductions detailed below are applicable only to the area immediately adjacent to the guard house or gate. Roads leading up to and beyond the guard house or gate shall meet standard fire lane width requirements prescribed in Section 2.5 of this guideline.*



**Figure B2– Fire Apparatus Access Roadway Clearance****PROPER CLEARANCE PROVIDED**

Eaves, balconies, and other obstructions do not encroach upon the 20' wide by 13'-6" high fire access roadway envelope. As projections over the fire lane can interfere with firefighting and rescue operations, such obstructions shall be limited.

**INSUFFICIENT CLEARANCE**

A 20'-wide roadway has been provided, but eaves and vegetation effectively reduce the clear dimensions below required minimums.

**B1.2. Turning Radii** – The inside turning radius shall be at least 20-feet with an outside radius of 40-feet or greater for both the exterior and the interior approach to the gate.

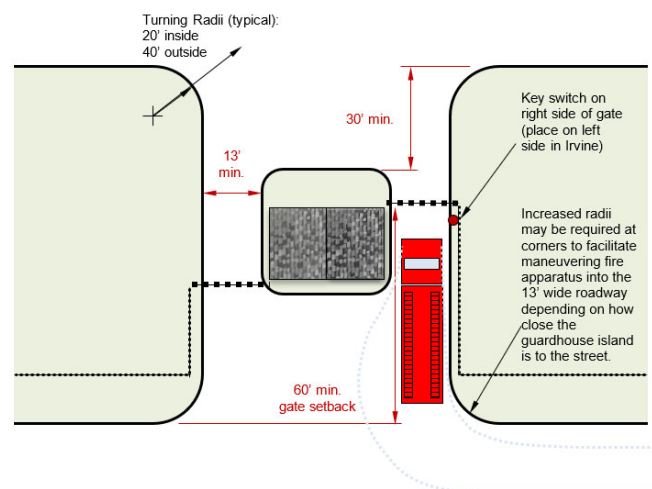
**B1.3. Setbacks from the Street** – Gates and barriers shall be located a minimum of 60-feet from any street with average daily trip (ADT) greater than 30,000 (Figure B3). A private driveway serving only one single-family residence is exempt from this requirement. In SRA and in LRA VHFHSZ, all setbacks shall be a minimum of 30 feet per CCR Title 14.

**B1.4. Setbacks from First Interior Turn** – A 30-foot minimum setback is required from a gate to the first turn.

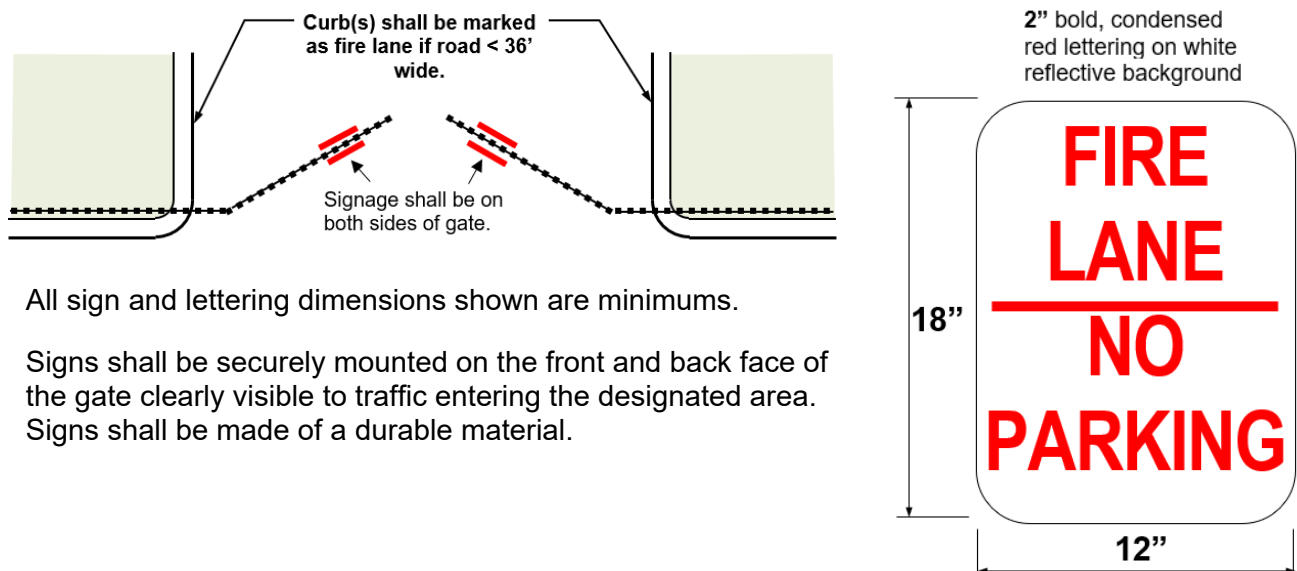
**B1.5. Manually Operated Gate Design** – Typical gate designs may include sliding gates, swinging gates, or a chain traversing the opening.

**B1.5.1.** Permanent or removable bollards are not permitted to be placed across fire lanes.

**B1.5.2.** Permanent signage constructed of 18-gauge steel or equivalent shall be attached on each face of the gate that reads "NO PARKING – FIRE LANE" or similar (next page, Figure B4).

**Figure B3 – Minimum Gate Setbacks**

Drawing not to scale

**Figure B4– Fire Lane No Parking Signs for Manually Operated Gates and Barriers**

All sign and lettering dimensions shown are minimums.

Signs shall be securely mounted on the front and back face of the gate clearly visible to traffic entering the designated area. Signs shall be made of a durable material.

B1.5.4. Where the gate will be used for purposes other than emergency vehicle access, installation of a Knox box containing a key to operate an owner-supplied padlock is recommended. If the gate can be reached by emergency personnel from both sides (such as for a secondary emergency access roadway serving a residential tract), the lock shall also be capable of being accessed from both sides. Knox boxes shall be provided as necessary to ensure that the lock can be accessed and opened from any direction of approach available to emergency personnel.

#### **B1.6. Electrically Operated Gates and Barriers CFC 503.6**

B1.6.1. In the event of loss of normal power to the gate operating mechanism, it shall be automatically transferred to a fail-safe mode allowing the gate to be pushed open by a single Firefighter *without any other actions, knowledge, or manipulation of the operating mechanism being necessary and without the use of battery back-up power, except as noted below.* The manufacturer's specification sheet demonstrating compliance with this method of operation during power loss shall be provided or scanned directly onto the plan. Should the gate be too large or heavy for a single firefighter to open manually, a secondary source of reliable power by means of emergency generator or a capacitor with enough reserve to automatically, immediately, and completely open the gate upon loss of primary power shall be provided for fail-open operation. A capacitor, *but not a battery*, may also be used for fail-open operation where the gate operating mechanism does not have a fail-safe mode.

B1.6.1.1. A battery may only be used in place of fail-safe manual operation when the gate operator has a fail-open mode that will automatically, immediately, and completely open the gate and keep it open upon reaching a low power threshold, regardless of the presence of normal power.

B1.6.2. For electrically operated gates, the type of remote gate opening device that will be installed shall be noted on the plan. The remote opening device is required in

addition to the Knox key switch. A gate serving an individual single-family residence or duplex is exempt from this requirement. Please see below for the currently approved gate opening systems:

- 3M Opticom
- Click2Enter (system shall be configured in single-pulse mode with 1.5 second transmission window)
- Fire Strobe Access Products, Inc.
- Tomar

B1.6.3. Upon activation of the key switch, the gate shall open and remain open until returned to normal operation by means of the key switch. Where a gate consists of two leaves, the key switch shall open both simultaneously if operation of a single leaf of the ingress side does not provide for the width, turning radii, or setbacks necessary for fire apparatus to navigate the vehicle entry point.

B1.6.4. The key switch shall be labeled with a permanent red sign with not less than ½" contrasting letters reading "FIRE DEPT" or with a "Knox" decal.

B1.6.5. Place the OCFA notes for electric gates on the plan verbatim (Appendix B, Attachment 1).

B1.7. **Gate Locks** – Gate locks shall be reviewed and approved prior to their installation on any new and/or existing gate. Authorization for Knox products is processed through the Knox Box company website at [www.knoxbox.com](http://www.knoxbox.com). Knox key switches and key boxes serving only vehicle gates and not buildings shall be sub-mastered for use by both the fire and sheriff/police department. Call the OCFA Planning and Development Services Section at 714-573-6100 for any questions regarding the need for key boxes or switches.

B2. **Path of travel obstructions** – Fences, planters, and vegetation may not interfere with access and egress routes.

B2.1. **Key boxes and key switches** – Knox devices shall be provided where necessary to ensure that immediate access for firefighting, rescue, and other emergency purposes is possible. The location, at a minimum, for the Knox device(s) shall be provided for the following locations:

- Gates along the paths of firefighter travel from the fire lane to all points along the perimeter of the structure.
- Gates to pool enclosures.
- Building gates or doors leading to interior courtyards containing rescue windows.
- Building gates or doors leading to exterior hallways or balconies providing access to residential units or tenant suites.
- Gates in exterior enclosures containing hazardous or combustible material storage.
- Buildings using hazardous materials or processes where such warrants immediate access.



- Exterior doors to rooms containing main alarm panels or annunciators.
- Doors and gates providing access to parking structures.
- Within the fire command center in high-rises and other large buildings.
- Main entry to buildings equipped throughout with an alarm system and not staffed 24/7.
- Facilities where a high-volume of after-hours calls is expected or experienced.
- Doors and gates to other areas identified by the fire department.

**Breakaway Lock** – When approved by the OCFA, a breakaway lock or a Knox padlock may be used in lieu of a key box for exterior hazardous or combustible material storage areas. Manually operated vehicle or pedestrian access gates that are not commonly used or not required to be openable from the egress side may also be provided with a breakaway padlock.

- B2.2. Knox Device Location** - Knox boxes or switches shall be located adjacent to and clearly visible from the gate or door served. Gates in walls and fences up to six feet in height shall be securely mounted at a height of four to five feet above grade; on buildings they shall be mounted six feet above grade and in a location that is easily accessible to firefighters. Where the potential for vandalism or tampering is significant, key boxes that are not submastered may be mounted higher with OCFA approval. Boxes and switches are not required to be electronically monitored; if they are, they shall not initiate an alarm signal that requires a response by the fire department.
- B2.3. Key box Contents** - The key used to unlock the gate or door shall be kept in the key box. When the key unlocks more than the individual adjacent gate or door, a label or tag shall be attached to the key identifying the gates or doors it operates. Where multiple gates or doors are served by a single box, two or more copies of the key(s) are recommended so that a copy will be available to each engine company responding to the site.
- B2.4. Electric Locks** – Electromagnetically or electromechanically locked pedestrian gates and doors shall be equipped either with a Knox box containing a key to open the lock or, if the door lock cannot be operated with a key from the exterior, a Knox key switch shall be provided adjacent to the door. Where key switches are provided, the door or gate lock shall remain disengaged until the key switch is returned to the “normal” closed or locked position.
- B2.5. Manual Vehicle Gates** – Manually operated gates shall have breakaway padlocks, Knox padlocks, or weather-resistant Knox key boxes. The key box shall be placed four to five feet above the roadway surface at the right side of the access gate in a conspicuous location that is readily visible and accessible. In Irvine, the key boxes shall be located on the left side. The key box must be clearly labelled “FIRE DEPT”.
- B2.6. Electric Vehicle Gates** – The gate control for electronic gates shall be operable by a Knox emergency override key switch (with dust cover), readily visible and unobstructed from the fire lane leading to the gate, and clearly labelled “FIRE DEPT”. The key switch shall be placed between 42” and 48” above the roadway surface at the right side of the access gate within two feet of the roadway edge. In Irvine, the key switches shall be located on the left side of the access gate.

- B2.7. Master and Submaster Keying** – Knox devices that provide access only to the perimeter of buildings and exterior common areas shall be submastered for dual use by the fire and police departments. Where access to interior common areas of buildings is mandated by the local security or municipal code, Knox devices shall also be submastered. Knox boxes containing keys to access any interior private spaces, such as the interior of single tenant buildings or individual suites in a multi-tenant building, shall be mastered for use by the fire department only.

Where additional devices beyond those required by the fire department are called for in the local municipal or security code, they shall also be accessible for use by the fire department to facilitate emergency response.

- B2.8. Ordering Knox Devices** – Knox products are ordered through the Knox Box company website at [www.knoxbox.com](http://www.knoxbox.com) . If you have questions, please contact OCFA Community Risk Reduction by email at [knoxboxprogram@ocfa.org](mailto:knoxboxprogram@ocfa.org) or by phone at 714-573-6100.

**APPENDIX B, ATTACHMENT 1 - OCFA Notes for Electric Vehicle Gates**

**All of the notes listed below shall be placed on the plan verbatim, under the heading “OCFA Notes for Electric Vehicle Gates.” Indicate the type of remote gate operator under Note #1.**

- 1) A remote opening device is required. The remote gate opening device that will be installed is (check one):
  - ☐ 3M Opticom
  - ☐ Click2Enter\* (single-pulse mode with 1.5 second transmission window)
  - ☐ Fire Strobe Access Products, Inc.
  - ☐ Tomar
- 2) In the event of loss of normal power to the gate operating mechanism, it shall be automatically transferred to a fail-safe mode allowing the gate to be pushed open by a single firefighter *without any other actions, knowledge, or manipulation of the operating mechanism being necessary.*
  - a) A battery may only be used in place of fail-safe manual operation when the gate operator has a fail-open mode that will automatically, immediately, and completely open the gate and keep it open upon reaching a low power threshold, regardless of the presence of normal power.
  - b) Should the gate be too large or heavy for a single firefighter to open manually, a secondary source of reliable power by means of an emergency generator or a capacitor with enough reserve to automatically, immediately, and completely open the gate upon loss of primary power shall be provided for fail-open operation.
- 3) In addition to the remote operator, the gate control shall be operable by a Knox emergency override key switch equipped with a dust cover. Upon activation of the key switch, the gate shall open and remain open until returned to normal operation by means of the key switch. Where a gate consists of two leaves, the key switch shall open both simultaneously if operation of a single leaf on the ingress side does not provide for the width, turning radii, or setbacks necessary for fire apparatus to navigate the vehicle entry point.
- 4) The key switch shall be placed between 42” and 48” above the roadway surface at the right side of the access gate within two feet of the edge of the roadway. In Irvine, the switch shall be on the left side in accordance with Irvine’s Uniform Security Ordinance.
- 5) The key switch shall be readily visible and unobstructed from the fire lane leading to the gate.
- 6) The key switch shall be labeled with a permanent red sign with not less than ½” contrasting letters reading “FIRE DEPT” or with a “Knox” decal.

## APPENDIX C - RESIDENTIAL AND TRACT DEVELOPMENTS

### HOW TO USE THIS APPENDIX

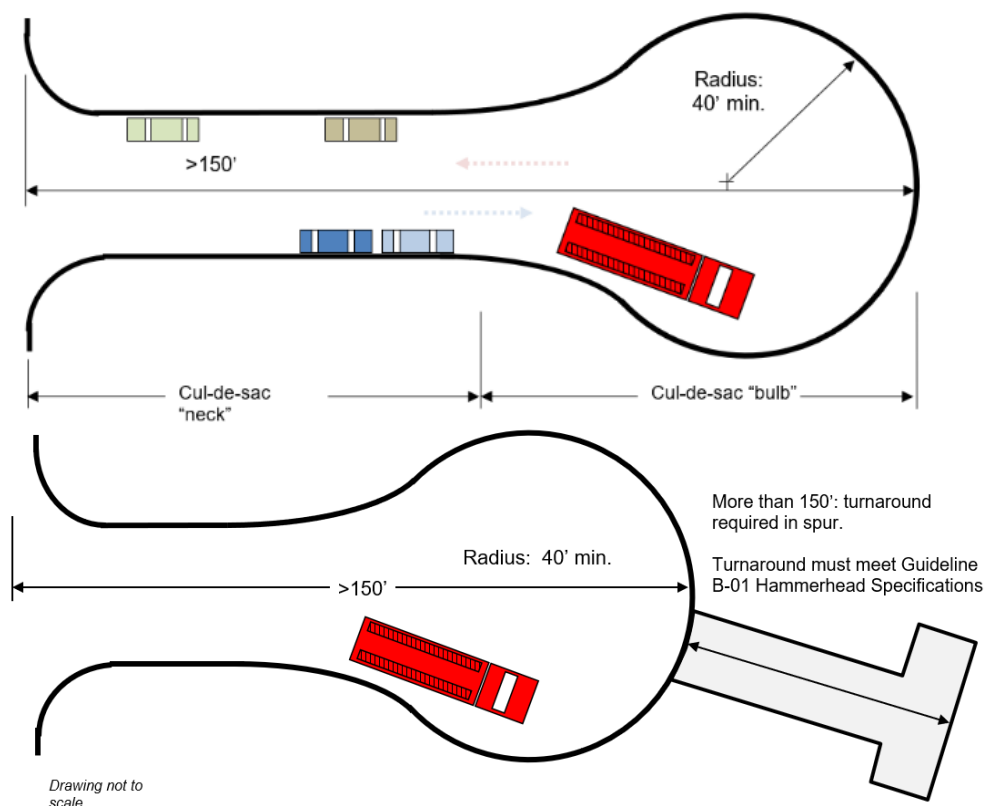
This appendix contains information related to fire master plans for residential tract developments. These requirements may also be applied to individual single-family homes or duplexes (Appendix C, Attachment 1) or to multi-family housing projects as approved by the fire code official. In addition to the generic information listed in Guideline B-01, the information in this section of the appendix must be provided with your plan if your plan incorporates residential developments. **Note: This information may not stand alone and must be used in conjunction Guideline B-01.**

**C3. Residential Tract Developments** - The following requirements apply to all new residential tract developments with single-family homes or duplexes.

**C3.1. Cul-de-sacs** – Cul-de-sacs shall comply with the following requirements:

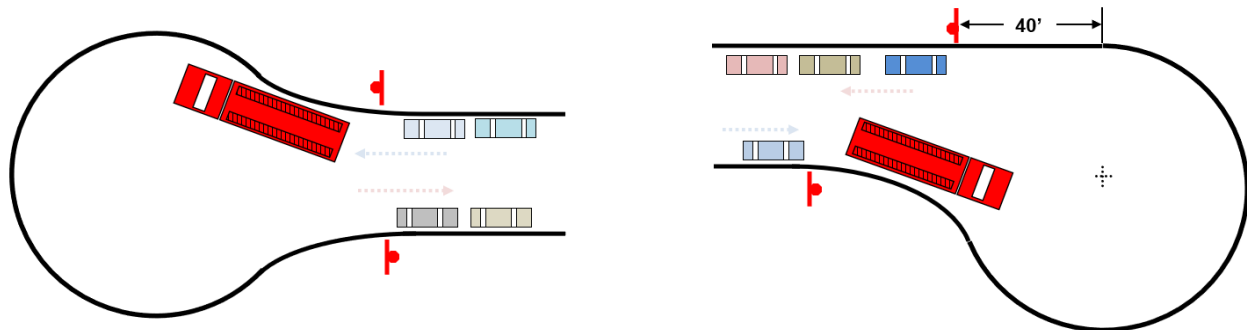
**C3.1.1.** Any street that is a required fire lane and greater than 150 feet in length shall be provided with a 40-foot minimum outside turning radius or other approved turnaround within 150' of the end of the fire lane (Figure C1). Where a spur road or private driveway that is a required fire lane is accessed via the cul-de-sac road, the driveway or spur shall be no more than 150-feet in length unless an approved turnaround has been provided within the 150-feet at the end of the spur or driveway.

**Figure C1 -  
Cul-de-Sacs  
and Dead-End  
Roadways**



- C3.1.2. The cul-de-sac shall be identified as a fire lane with red curbs or include “Fire Lane – No Parking” signs (Figure C2) unless the radius, with parking, is a minimum of 48 feet.

**Figure C2 – Fire Lane No Parking Sign Locations for Cul-de-sacs/Bulbs**



**Standard 40' radius cul-de-sac:**

“no-parking in cul-de-sac begin” and “end” signs shall be located at the point where the street begins to widen into the bulb.

**Offset 40' radius cul-de-sac:**

“no-parking in cul-de-sac begin” and “end” signs shall be located at the point where the street begins to widen into the bulb and at a point 40' from where the cul-de-sac and street are tangent.

- C3.1.3. Cul-de-sacs longer than 150-feet that are required to be designated as fire lanes may contain a center island provided the following requirements are met:

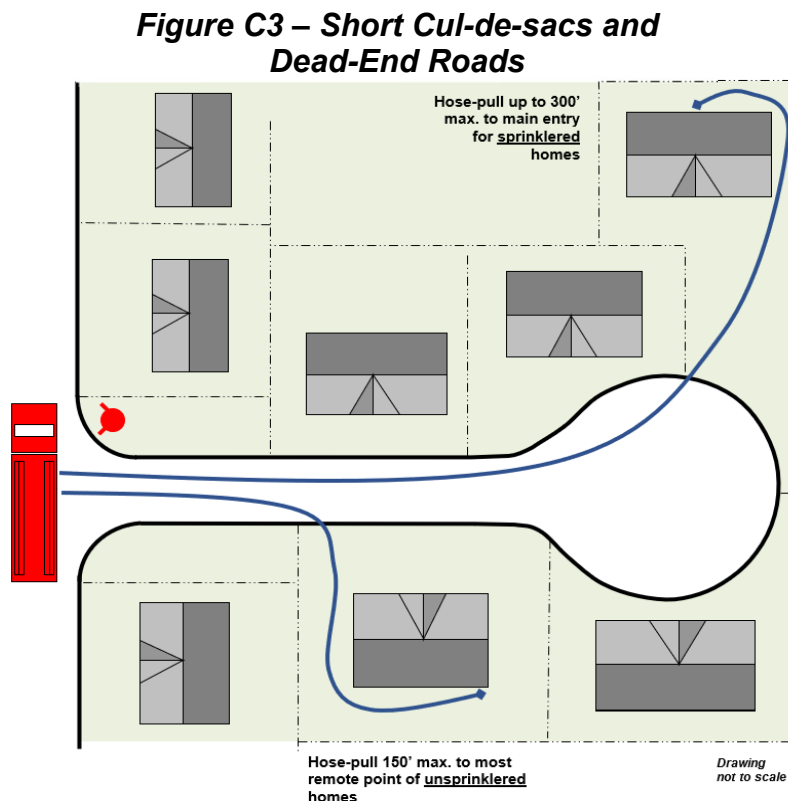
- A minimum 20-foot-wide drive lane with a minimum 40-foot outside turning radius is provided around the island.
- Island landscaping will not intrude into the drive lane.
- The island is designated a no parking area with red curbs or fire lane signs.

- C3.2. When there are not more than two Group R3 and two Group U occupancies on a single-family residential lot, the fire lane serving a detached single-family home or duplex, or related accessory structure (pool house, casita, garage, workshop, barn, etc.) is protected through by an approved NFPA 13-D, 13-R, or 13 fire sprinkler system, shall extend to within 300-feet of all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building.

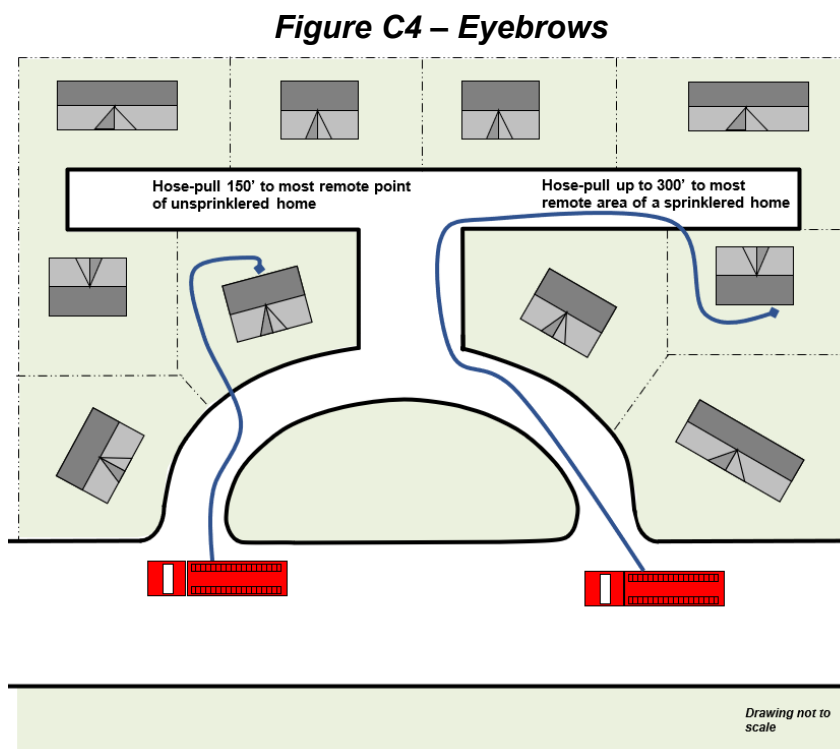
- C3.3. In residential tracts with private roads, parking enforcement plans shall include:

- Detailed information specifically identifying who will be responsible for enforcing the plan.
- Powers granted to the entity including vehicle towing information for parking violations (needs to include similar language provided in CVC).
- The aforementioned information needs to be integrated into the fire master plan. Evidence that the enforcement plan is permanently incorporated into the Conditions, Covenants, and Restrictions (CCRs) and/or recorded against the deed shall be provided prior to OCFA approval of the final map or print of linen. Once approved, these provisions cannot be amended without written approval by the OCFA. See Appendix C, Attachment 2 for a sample enforcement letter.

- C3.4. Short Cul-de-sacs and Dead-End Roads** - If hose-pull distance can be satisfied without fire apparatus entering the cul-de-sac or dead-end road, and the road is not otherwise required to be a fire lane as determined by the fire code official, the street is not required to have a bulb or hammerhead with minimum OCFA turning radii or meet other standard fire lane requirements. (Figure C3)



- C3.5. Eyebrows** - If the eyebrow does not meet OCFA's minimum turning radius and width requirements, fire department access will be measured from the nearest available fire lane around the island and any other obstructions. If hose-pull to the most remote area of a sprinklered home exceeds 300' (or 150' to the most remote point around the perimeter for unsprinklered homes), the eyebrow shall be designed as a fire lane or other mitigating features shall be provided. (Figure C4)

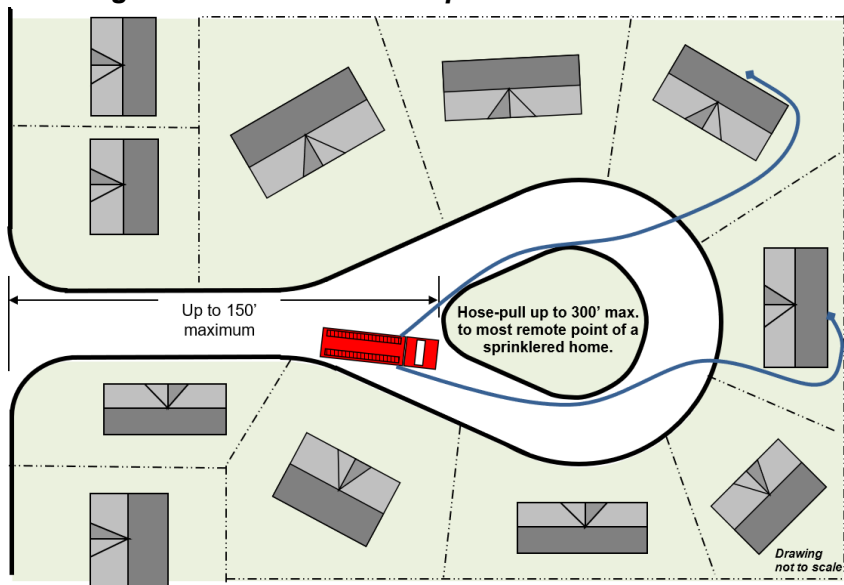


**C3.6. Cul-de-Sacs up to 150' with Islands** - Cul-de-sacs up to 150-feet in length containing an island (Figure C5) will have access to the homes measured along an approved route around the island and any other obstructions in the path of travel from the point of where the island begins to impede fire apparatus.

C3.6.1. If all homes are in access from the area preceding the island, the portion of the bulb beyond the island is not required to comply with OCFA fire lane requirements.

C3.6.2. If the hose-pull to the most remote point of a sprinklered home exceeds 300' (or 150' to the most remote point around the perimeter for unsprinklered homes), the portion of the bulb beyond the island shall be designed as a fire lane or other mitigating features shall be provided.

**Figure C5 – Cul-de-sacs up to 150' with Islands**





**APPENDIX C, ATTACHMENT 1 – Residential Site Plan Checklist****ORANGE COUNTY FIRE AUTHORITY****Plan Checklist for SINGLE FAMILY RESIDENCE (Fee Code PR 160)**

For ADU or SB9 Projects, refer to OCFA information bulletin 01-21

**INSTRUCTIONS:** Return this completed form with the plans to be submitted. This worksheet is provided for your convenience and is a listing of the required information and content needed for residential site plan review. Providing the items listed is not a guarantee of plan approval. *Please note that additional information or requirements may apply depending on the project and that some of the items listed will not be applicable to every project.* If you need help completing this form or have questions regarding requirements for review, please contact the OCFA [Techline@ocfa.org](mailto:Techline@ocfa.org) or visit us at 1 Fire Authority Road, Irvine, CA for assistance. You can verify where to submit plans based upon the submittal routing form or by calling the plans counter (714) 573-6100.

Address (Street Number/Name, City): \_\_\_\_\_

Project Service Request #: \_\_\_\_\_

1. ☐ Complete OCFA Residential Cover sheet with Submittal scaled plan sheets showing the vicinity map, site plan, building footprint, stories, property lines and elevations of the project. Show any fences, walls, or gates.
2. ☐ Provide the project scope on the plans. Include the building summary, building occupancy, construction type and square footage (existing & proposed) of the residence, garage and any other accessory structures. Note if fire sprinklers are existing or not. *Complete fillable area on OCFA Residential coversheet*
3. ☐ If an automatic fire sprinkler system is required, note on the plan that "a fire sprinkler plan shall be installed per NFPA 13D 2022". Separate plan review and approval of a **fire sprinkler plan** by the OCFA is required prior to installation. *Complete fillable area on OCFA Residential coversheet*
4. ☐ Provide a project directory with the property owner information, project address and city. Include the tract map number or parcel map number for the property. *Complete fillable area on OCFA Residential coversheet*
5. ☐ Show the location and distance of any proposed or existing fire hydrant(s) within 300 feet of property lines.
6. ☐ Indicate all surrounding property uses. If the project adjoins an open space, fuel modification area or a wild-land interface, a **fuel modification plan** may be required separately for a *new* structure. See *Guideline C-05*
7. ☐ Indicate if the project is located near an oil well, oilfield or landfill. A **methane plan** for soil gas mitigation may be required separately. <https://www.conservation.ca.gov/calgem/Pages/WellFinder.aspx>
8. ☐ If applicable complete, signed "**Water Availability**" form and place onto plan. To obtain the form, see [www.ocfa.org](http://www.ocfa.org) under the Planning and Development homepage. *Complete fillable area on OCFA Residential coversheet.* For additional information, see OCFA Plan Submittal Criteria Form – Residential Projects Question #5 and Guideline B-01, Appendix D, Table 2.
9. ☐ Specify the width of street or road to which the property is addressed.
10. ☐ Please state on the plans if the project resides within a **Very High Fire Severity Zone (VHFSZ) or State Responsibility Area (SRA)**. If unsure, see [ocfa.org](http://ocfa.org) to obtain information. Indicate with a note if the design requires CBC Chapter 7A/Residential Code R337. *Complete fillable area on OCFA Residential coversheet*

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

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**RESIDENTIAL SPRINKLERS AND SMOKE DETECTORS SAVE LIVES**

**APPENDIX C, ATTACHMENT 2 - Sample Parking Enforcement Letter**

Date

Planning and Development Services Section  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA. 92602

Re:    *(Project Name, Location, and Service Request Number)*  
        Parking Enforcement Plan

The fire lane parking enforcement plan for the above referenced project is stated as follows:

All fire lanes within *(list development address or tract information)* shall be maintained and in no event shall parking be permitted along any portion of a street or drive that required fire lanes or any area designated as a fire lane for turn-around purposes either during construction or after occupancy.

***(Association name)* shall adopt reasonable rules and regulations regarding the parking of vehicles along the streets, roads and or drives within the project that are not in conflict with applicable law.**

In furtherance thereof, *(Association name)*, through its officers, committees and agents, will establish the “parking” and “no parking” areas within the property in accordance with Section 22658 of the California Vehicle Code and OCFA Guideline B-01. The law shall be enforced through such rules and regulations by all lawful means, including, written warnings, citing, levying fines and towing vehicles in violation.

*(Association name)* will contract with a certified patrol and towing company to remove vehicles that violate no parking restrictions. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

Company Name

Authorized Agent Signature

Cc:

**EXHIBIT “B”**

**Guideline C-05**

**Vegetation Management Guideline: Technical Design for New Construction**

**Fuel Modification Plans and Maintenance Program**

# **Orange County Fire Authority**

## **Community Risk Reduction**

1 Fire Authority Road, Building A, Irvine, CA 92602 • [www.ocfa.org](http://www.ocfa.org) • 714-573-6100

# **Vegetation Management Guideline: Technical Design for New Construction Fuel Modification Plans and Maintenance Program**



## **Guideline C-05**

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Santa Ana • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

# Vegetation Management Guideline: Technical Design for New Construction Fuel Modification Plans and Maintenance Program

## TABLE OF CONTENTS

|                                                                                                      |           |
|------------------------------------------------------------------------------------------------------|-----------|
| <b>INTRODUCTION .....</b>                                                                            | <b>3</b>  |
| <b>PURPOSE .....</b>                                                                                 | <b>3</b>  |
| <b>SCOPE .....</b>                                                                                   | <b>3</b>  |
| <b>FUEL MODIFICATION ZONES .....</b>                                                                 | <b>4</b>  |
| 1. Zone "A" .....                                                                                    | 4         |
| 2. Zone "B" .....                                                                                    | 5         |
| 3. Zone "C/D" .....                                                                                  | 5         |
| <b>TYPES OF INTERIOR SLOPES: RESIDENTIAL TRACT .....</b>                                             | <b>6</b>  |
| 1. SMA Interior Slopes .....                                                                         | 6         |
| 2. Roadside Protection Zones (RPZ) .....                                                             | 6         |
| <b>FUEL MODIFICATION PLANS: REQUIRED INFORMATION .....</b>                                           | <b>7</b>  |
| Section 1: Conceptual Fuel Modification Plans .....                                                  | 7         |
| Section 2: Precise Fuel Modification Plans .....                                                     | 10        |
| Section 3: Plant Palette Information .....                                                           | 12        |
| Section 4: Alternative Materials & Methods Construction Features, and Fire<br>Protection Plans ..... | 13        |
| Section 5: Special Maintenance Areas and Roadside Protection Zones .....                             | 14        |
| <b>ATTACHMENTS .....</b>                                                                             | <b>15</b> |
| 1. New Construction Inspection Requirements .....                                                    | 15        |
| 2. Introductory Maintenance Information .....                                                        | 16        |
| 3. Incline Measurement for Selected Slopes .....                                                     | 17        |
| 4. Zone Marker Details .....                                                                         | 18        |
| 5. Sample CC&R Maintenance Language .....                                                            | 19        |
| 6. Requirements for Planting Installation in Fuel Modification Zones .....                           | 21        |
| 7. Undesirable and Invasive Plant Species .....                                                      | 22        |
| 8. Fuel Modification Zone Plant List .....                                                           | 23        |

# Technical Design for New Construction Fuel Modification Plans and Maintenance Program

## INTRODUCTION

Vegetation management has proven to be a major factor in reducing the probability of buildings igniting from wildfires. When combined with special building construction features, the potential for ignition is further reduced.

## PURPOSE

Managing the design and placement of vegetation in and around new structures will reduce the effects of a wildfire. For this reason, codes are adopted that require vegetation management and special construction features. The Fuel Modification Plan is a vegetation management code that requires landscaped areas adjacent to new structures be dedicated for permanent vegetation management activities.

The Fuel Modification Program brings fire-safe landscaping and construction features together to improve community safety and reduce property loss during wildfire emergencies. This guideline provides you with the information and steps needed to prepare a Fuel Modification Plan and maintain vegetation in Fuel Modification areas for a successful long-term outcome. Furthermore, it covers the timing of plans for construction, plan criteria needed for approval, plant lists for the zones, new construction inspection requirements, and introductory maintenance information.

## SCOPE

All new single-family homes, multi-family residential, Accessory Dwelling Unit (ADU), utility, and commercial structures built in, or adjacent to, a wildfire-risk area or such areas designated by the fire code official, require a Fuel Modification Plan in conjunction with the 2022 California Fire Code (CFC), Chapter 49. However, a Fuel Modification Plan may or may not be required based on lot size, configuration, or your property's connection and proximity to grass, brush, and ornamental vegetation. For questions regarding the Fuel Modification requirements and your project, contact the OCFA RSG line at (714) 573-6774.

The plan requires permanent vegetation management in dedicated land areas and is used indefinitely to facilitate on-going maintenance requirements. For existing structures that were not developed with a fuel modification plan or condition, maintenance shall be completed as required in the Vegetation Management Maintenance Guideline for Property Owners.

For new structures proposed within the State Responsibility Area (SRA), as defined in the Public Resource Code Sections 4126-4127 or within the Local Responsibility Area (LRA) - Very High Fire Hazard Severity Zone (VHFHSZ), as defined in the Government Code Section 51175 – 51189, and the California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Articles 1-5, a 30-foot setback from the structures to the property line shall be required.

## FUEL MODIFICATION PLAN OVERVIEW & SEQUENCING

There are two types of Fuel Modification Plans, conceptual and precise. Each type is submitted at a different time during the development and construction process.

1. Conceptual (see Section 1: Conceptual Fuel Modification Plans for requirements)
  - a. Infrastructure of the zone widths and program
  - b. Land use restrictions
  - c. Tract and property line information
  - d. When to submit
    - 1) Concurrent with Environmental Impact Report (EIR) processing
    - 2) Prior to tentative tract map, parcel map, or final tract map approval
    - 3) Prior to fire master plan submittal
2. Precise (see Section 2: Precise Fuel Modification Plans for requirements)
  - a. Approval of planting plans
  - b. Final details
  - c. Inspection information
  - d. When to submit
    - 1) Prior to approval of planting plans from other permitting agencies
    - 2) Prior to precise grading or building permit issuance, whichever comes first
    - 3) Prior to Fire Master Plan approval

## FUEL MODIFICATION ZONES

The Fuel Modification area is comprised of three zones with specific design criteria. The standard Fuel Modification area is 170 feet in width, measured out horizontally from the structure in all directions on the site (see Attachment 3: Incline Measurement for Selected Slopes). Many developments have interior slopes with Special Maintenance Areas (SMA). See below for specific unique requirements for each zone. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.

**Note:** Additional planting restrictions may be required for certain plant species (see Approved Plant Palette Qualification Statements for Select Plant Species on page 31).

1. Zone "A" (20-foot minimum width, with the first 5 feet as the Immediate Zone)
  - a. Flat level ground requirement
  - b. Building foundation setback (no design alternatives allowed)
  - c. Zone "A" (20 feet wide – measured from the structure out)
    - 1) Setback from the slope nearest the foundation
    - 2) No combustible construction is allowed within Zone "A"
    - 3) Automatic irrigation systems to maintain healthy vegetation with high moisture content and to be regularly irrigated
    - 4) Plants in this zone shall be highly fire resistant and selected from Attachment 8: Fuel Modification Zone Plant List (also refer to Section 3: Plant Palette Information)
    - 5) If all Zones "A-D" are to be maintained by the structure owner, then Zone "A" shall begin at the wall of the structure



- d. Immediate Zone (First 5 feet measured from the structure out, in all directions)
  - 1) No combustible bark or mulch
  - 2) Plants in this area to be irrigated, naturally low growing (below 2 feet in height), and non-woody
  - 3) No combustible construction is allowed, fencing, gates, patio covers, etc.
- 2. Zone "B" (50 -150 feet in width): Slope design requires a minimum 50-foot irrigated zone

**Note:** A dry Zone "B" may be used if plants and design are appropriate

- a. Required at the nearest slope adjoining Zone "A"
- b. Irrigated and planted per Attachment 6: Requirements for Planting Installation in Fuel Modification Zones
- c. May replace Zones "C/D" when grading plans require larger replanted areas
- d. All plant species designed for Zone "B" shall be selected from Attachment 8: Fuel Modification Zone Plant List. Existing fuel modification maintenance programs are limited to the plants listed on the approved plans unless a revision is requested. Planting and maintenance shall be in accordance with planting restrictions from Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, Attachment 7: Undesirable and Invasive Plant Species, and Attachment 8: Fuel Modification Zone Plant List.
- e. No combustible construction is allowed within Zone "B"
- 3. Zone "C/D" (0-100 feet in width)
  - a. One natural vegetation thinning (Zone "C") or two thinning zones (Zone "C/D")
    - 1) Zone "C" shall be 50% thinning of vegetation
    - 2) Zone "D" shall be 30% thinning of vegetation
  - b. Planting installation per Attachment 6, if installing plants
    - 1) Existing plants that will remain shall be in accordance with Attachment 6: Requirements for Planting Installation in Fuel Modification Zones and Attachment 7: Undesirable and Invasive Plant Species (see Section 3: Plant Palette Information)
  - c. See Section 4: Alternative Material & Methods
  - d. Plant species introduced into Zone "C" and "D" shall be selected from Attachment 8: Fuel Modification Zone Plant List. Maintenance shall be in accordance with Attachment 6: Requirements for Planting Installation in Fuel Modification Zones and Attachment 7: Undesirable and Invasive Plant Species (see Section 3: Plant Palette Information)
  - e. No combustible construction is allowed within Zone "C" and "D"

**Note:** A clear, brush-free area of 10 ft shall be required around the perimeter of the ground-mounted photovoltaic arrays. A noncombustible base, approved by the fire code official, shall be installed and maintained under the photovoltaic arrays and associated electrical equipment installations, per the 2022 CFC Chapter 1205.5.1.

**TYPES OF INTERIOR SLOPES: RESIDENTIAL TRACT**

1. SMA Interior Slopes
  - a. 100 feet maximum width
  - b. Slopes and common areas interior from the community perimeter (see Section 5: Special Maintenance Areas and Roadside Protection Zones)
  - c. Located in commonly owned land areas, beginning at the property lines of the privately owned lot
  - d. Areas shall be irrigated
2. Roadside Protection Zones (RPZ)
  - a. 50 feet maximum width measured from the edge of the roadway
  - b. Can be designed as RPZ or SMA, depending if the road is at the perimeter or interior of the community
  - c. Streetscape designs that are not community perimeter edges may not be regulated unless a distinct hazard is created
  - d. Areas shall be irrigated

When an SMA or RPZ is within 100 feet of a structure, the SMA or RPZ will be considered a defensible space area. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species. Alternative design methods may be approved through the Alternate Materials & Methods process.

## FUEL MODIFICATION PLANS: REQUIRED INFORMATION

### Section 1: Conceptual Fuel Modification Plans

Plans shall be prepared by a licensed landscape architect or other design professional with equivalent credentials. First submittal requires only two sets of plans. Each subsequent submittal shall include an electronic PDF copy of the plan and three sets of paper plans.

**Note:** If the designer is prepared to submit Precise Fuel Modification Plans with the planting plans, conceptual plans are not required to be submitted. If the designer forgoes the conceptual submittal and submits the precise plan, the required conceptual plan information shall be provided on the precise plan.

#### The following information shall be included on Conceptual Fuel Modification Plans:

- ☒ Check each box, after providing the information on your design plans:
- A. ☐ Identify the total size of the development by showing all tract boundary lines, property lines, slope contour lines, and structure foundation footprints.
- B. ☐ Place descriptive notes of the land uses adjoining the development property on all sides (e.g., future construction, existing structures, natural vegetation, restoration plans, roads, parks, etc.).
- C. ☐ Add a note on the plan stating the project is or is not located in a LRA - VHFHSZ or in an SRA.
- D. ☐ Add a note stating the structure(s) shall be built to the California Building Code (CBC) Chapter 7A standard if the project is located in a LRA - VHFHSZ or in an SRA area.
- E. ☐ Add a note stating combustible fencing is not allowed within any Fuel Modification Zone.
- F. ☐ Contour lines shall be provided on the plan to show valleys and hills, and the steepness or gentleness of slopes for all Fuel Modification Zones.
- G. ☐ Ensure all foundations have a minimum 20-foot setback from edge of slope.
- H. ☐ Select an on-slope option from the choices of Fuel Modification Zones from pages 4 and 5. Delineate the width as described.
- I. ☐ All plants in fuel modification zones shall be selected from Attachment 8: Fuel Modification Zone Plant List.
- J. ☐ Label all interior slopes and all common areas as "Special Maintenance Areas" and/or "Roadside Protection Zones", if applicable. If SMA planting plans are

designed, they shall be submitted with the conceptual FMZ plans. If not designed yet, place a note that all planting plans require plan review and approval (see Section 5: Special Maintenance Areas and Roadside Protection Zones for more information). When a SMA or RPZ is within 100 feet of a structure, the SMA or RPZ will be considered a defensible space area. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species. Alternative design methods may be approved through the Alternate Materials & Methods process (see Section 4: Alternate Materials & Methods).

- K. ☐ SMA and RPZ shall not have plants from Attachment 7: Undesirable and Invasive Plant Species.
- L. ☐ Delineate RPZ with either a maximum irrigated 50-foot wide FMZ "B" when located on community perimeter areas or SMA when roads are interior to perimeter.
- M. ☐ Each FMZ, SMA, and RPZ shall be symbolized and referenced on the plan clearly and on a distinct legend.
- N. ☐ Notate all FMZ, SMA, and RPZ as irrigated or non-irrigated landscaping.
- O. ☐ Provide the name of the entity/entities responsible for the maintenance of all FMZ, SMA, and RPZ.
- P. ☐ Show the name and location of any existing plant species you are proposing to retain on the plan (If no existing plant species are shown, existing vegetation shall be removed from the plan entirely).
- Q. ☐ Design dedicated emergency and maintenance access paths on **commonly owned** property, from the street frontage to lettered lots, to facilitate access behind the homes. This requires:
  - 1. Paths every 500 lineal feet of FMZ or SMA length to have access, with a minimum 7-foot clear **width** and a dedicated **flat** path.
  - 2. Covenants for FMZ and SMA access and maintenance to be recorded concurrently with all planning maps and referenced in Covenants, Conditions & Restrictions (CC&Rs).
- R. ☐ Covenants will be required to be recorded for FMZ, SMA, and RPZ located on private homeowner lots prior to Precise Fuel Modification Plan approval (place as a note on plan if applicable).
- S. ☐ Copy Attachment 1: New Construction Inspection Requirements, Attachment 2: Introductory Maintenance Information, Attachment 3: Incline Measurement for Selected Slopes, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, and Attachment 7: Undesirable and Invasive Plant Species on the plans for on-going maintenance requirements.

- T.** ☐ If there are limited areas in which you cannot meet Fuel Modification distance requirements, follow the plan submittal requirement directions in Section 4: Alternate Materials & Methods.
- U.** ☐ If the project has an area within the project boundary or adjacent areas affecting the project which would fall under the restriction of an agency (e.g., Army Corps of Engineers, California Coastal Commission, a Specific Plan, a Habitat Management & Monitoring Plan, etc.), the agency name; along with the maintenance, scope of work and management plan for those restricted areas shall be provided on the plan and documentation to support the management plan and maintenance allowed in the restricted areas provided at the time of submittal. If an area is discovered at any point in the submittal process, which would limit the design and/or maintenance requirements of the plan, the project will need to be re-evaluated to determine whether the limitations will impact the Fuel Modification design. If there are no restricted areas, make a note stating to the fact on the plans.
- V.** ☐ The following notes (1-6) shall be copied on the plans:
1. The owner/developer will obtain planting plan approval from OCFA prior to receiving final approval from all other landscape permitting agencies within FMZ, interior slopes/common area landscaping SMA, and RPZ.
  2. FMZ, SMA, and RPZ land areas were purchased and dedicated for the purposes of wildfire maintenance activities, beautification, and erosion control. Protected plants and habitat identified after Fuel Modification Plan approval through surveys or other biological programs cannot be retrofitted back within the limits of these areas.
  3. The developer is responsible for ensuring that the calculated revenue from homeowner dues is sufficient to cover the cost of future maintenance, based on the originally approved design. After the final landowner has accepted the long-term maintenance responsibility, changes to the fuel modification areas or interrupted maintenance activities by the final landowner become the responsibility of the final landowner.
  4. When a required maintenance area is located on commonly owned land, while the required Zone "A" is located on homeowner's land, a written disclosure regarding the Zone "A" and vegetation requirement is required to be signed by the homeowner and the lot number referenced in the CC&Rs.
  5. The FMZ, SMA, and RPZ shall be maintained in perpetuity for fire safety purposes, in accordance with recorded covenants, CC&Rs, and property title restrictions.
  6. Prior to dropping of lumber, call for a Vegetation Clearance Inspection. The developer/builder shall provide a separation of combustible vegetation for a minimum distance of 100 feet from the location of the structures and lumber stock-pile.
- W.** ☐ A copy of the CC&Rs shall be provided to ensure the language regarding maintenance and responsibility is clearly defined, prior to approval of a conceptual plan.
- X.** ☐ For certain projects, photographs of existing vegetation may be required.
- Y.** ☐ Provide the degree or percentage of slope on the plan at the location of the zone markers to indicate the actual distance. The marker shall be placed when using Attachment 3: Incline Measurement for Selected Slopes.

## Section 2: Precise Fuel Modification Plans

Plans shall be prepared by a licensed landscape architect or other design professional with equivalent credentials. First submittal requires only two sets of plans. Subsequent plan submittals shall include an electronic PDF copy of the plans and minimum of three sets of paper plans.

### The following information shall be included on the Precise Fuel Modification Plan:

☒ Check each box, after providing the information on your design plans:

- A. ☐ If there was not a Conceptual Fuel Modification Plan approved, the Precise Fuel Modification Plans shall include all criteria required for the Conceptual Fuel Modification Plans (refer to Section 1: Conceptual Fuel Modification Plans).
- B. ☐ Show the location of permanent zone markers. (The goal is to install the lowest number of markers possible to ensure maintenance workers stay within the correct property lines when performing vegetation management. Generally, markers are only required to indicate side property lines and where zones end).
- C. ☐ Copy Attachment 4: Zone Marker Details and Attachment 5: Sample CC&R Maintenance Language on the plans, if applicable.
- D. ☐ Submit written proof that the CC&R's reference the fuel modification areas and associated maintenance and restrictions (see Attachment 5: Sample CC&R Maintenance Language), if applicable.
- E. ☐ Provide supporting documentation that demonstrates the Fuel Modification Zones, SMA, RPZ, access and maintenance points have been legally recorded on the Tentative Tract Maps.
- F. ☐ Irrigation plan sheets shall be submitted to demonstrate the wet zones are irrigated.
- G. ☐ The planting plans for FMZ, SMA, and RPZ are required to be reviewed and approved (see Section 5: Special Maintenance Areas and Roadside Protection Zones for more information).
- H. ☐ **Plant Palette Legend for FMZ, SMA, RPZ:**  
Provide a separate plant palette legend for each bulleted point below:
  1. Trees
  2. Shrubs
  3. Ground Cover (maximum natural growth height shall be no taller than 2 feet)
  4. Grasses
  5. If proposing plant species not on the Attachment 8: Fuel Modification Zone Plant List, follow the submittal directions from Section 3.B.

**I. ☐ Each legend shall include:**

1. Plant Symbol (separate symbol for each plant)
2. Plant Form
3. Botanical Name
4. Common Name
5. Plant # from Attachment 8: Fuel Modification Zone Plant List
6. Symbol Code from Attachment 8: Fuel Modification Zone Plant List
7. Expected Max Growth Height
8. Expected Max Growth Width
  - a. \*See Sample #1: Plant Legend

**J. ☐ Planting Plans:**

1. On the installation Planting Plans, all plants shall be horizontally and vertically spaced to meet the formula from Attachment 6: Requirements for Planting Installation in Fuel Modification Zones of this guideline, using the heights and widths in your legend.
2. Refer to the Attachment 8: Fuel Modification Zone Plant List code symbols and qualification statements for design installation before you place plants on the plan.
3. See Section 3: Plant Palette Information for plant species not on the OCFA list and follow directions.

**K. ☐ For alternative proposals that do not meet minimum requirements, see Section 4: Alternate Materials & Methods and follow the plan submittal requirements.****L. ☐ Create a heading titled "Required Inspections," then copy Attachment 1: New Construction Inspection Requirements on the plans underneath the heading.****Sample #1: Plant Legend****Example Required Plant Legends**

| Plant Form              | Plan Symbol | Botanical Name | Common Name | Plant # from Attach 8 | Symbol Code from Attach 8 | Expected Max Growth Height | Expected Max Growth Width |
|-------------------------|-------------|----------------|-------------|-----------------------|---------------------------|----------------------------|---------------------------|
| <b>TREES</b>            |             |                |             |                       |                           |                            |                           |
| Plant Form              | Plan Symbol | Botanical Name | Common Name | Plant # from Attach 8 | Symbol Code from Attach 8 | Expected Max Growth Height | Expected Max Growth Width |
| <b>SHRUBS</b>           |             |                |             |                       |                           |                            |                           |
| Plant Form              | Plan Symbol | Botanical Name | Common Name | Plant # from Attach 8 | Symbol Code from Attach 8 | Expected Max Growth Height | Expected Max Growth Width |
| <b>GROUND COVER</b>     |             |                |             |                       |                           |                            |                           |
| Plant Form              | Plan Symbol | Botanical Name | Common Name | Plant # from Attach 8 | Symbol Code from Attach 8 | Expected Max Growth Height | Expected Max Growth Width |
| <b>GRASSES</b>          |             |                |             |                       |                           |                            |                           |
| SPECIES NOT ON ATTACH 8 | Plan Symbol | Botanical Name | Common Name |                       |                           | Expected Max Growth Height | Expected Max Growth Width |
|                         |             |                |             |                       |                           |                            |                           |



**Section 3: Plant Palette Information**

- A. The plant list from Attachment 8: Fuel Modification Zone Plant List was approved by various resource agencies responsible for environmental protection. All plants installed shall be selected from Attachment 8: Fuel Modification Zone Plant List and be grouped and spaced for initial installation in accordance with Attachment 6: Requirements for Planting Installation in Fuel Modification Zones of this guideline. Specific installation requirements are included for various plant species (see plant code, legend, and qualification statements in Attachment 8: Fuel Modification Zone Plant List). Retained plants shall be proposed for approval on the conceptual FMZ plans or on the precise plan (see above for plant palette legends demonstrated for plan design).

B. Proposing Alternate Species:

If alternate plant species are proposed, the landscape architect shall provide photographs and data on the size, fire resistive characteristics, and invasiveness for installation criteria. A maximum of 10 alternate species may be proposed per project.

Alternative species need to have similar/equal properties to the plants from Attachment 8: Fuel Modification Zone Plant List). OCFA will make a case-by-case determination as to the acceptability of the proposed species. Some species that are equal in combustibility to pre-approved species on the list may not be allowed due to the invasiveness of the species. The proposed species must be spaced based on size and characteristics.

If the plant materials are proposed to be planted within 300 feet of reserve lands (except plants on the interior of the tract), concurrence from the permitting resource agencies shall be required. If the proposed plants have received previous resource-agency approval, no concurrence letter will be required, but supporting documentation shall be provided. Contact OCFA prior to your submittal if needed.

**Section 4: Alternative Materials & Methods Construction Features, and Fire Protection Plans**

If there are limits to areas in which you cannot meet fuel modification width distance requirements or if you are proposing a non-irrigated FMZ, follow the performance based design direction below for conceptual FMZ plans:

1. Performance Based Design:
  - a. A detailed technical fire behavior analysis report by a qualified wildland fire behavior professional is required (qualifications of the professional must be approved by OCFA prior to their design). The report shall include BehavePlus fuel modeling outputs at a minimum.
  - b. A one to two-page Alternative Materials & Methods (AM&M) request letter to OCFA must be submitted with the detailed technical report. The report and letter shall be drafted by the fire behavior professional and submitted with the plans.
  - c. The applicant shall propose compensating factors to demonstrate equivalency to the distance required (see building construction features and fire protection plans below).
  - d. Locate OCFA Guideline A-01 at [www.ocfa.org](http://www.ocfa.org). Use the information within A-01 as a model for drafting your letter. If an alternative means of protection is approved by the OCFA, copy the OCFA signed AM&M request letter onto the plans. You will be required to resubmit the plans again for review and final approval with the letters incorporated into the plans.
2. Building Construction Features and Fire Protection Plans:
  - a. Building Construction Features designed in accordance with Chapter 7A of the California Building Code (CBC)/Residential Code Section 337 are required for all structures.
  - b. Additional compensating factors will also be required. These include but are not limited to: additional building construction features, solid block wall or block wall with tempered glass measuring a minimum of 6 feet on both sides of the wall, increased structure setbacks, special planting designs, rockscapes and plant restrictions, and reduced planting and increased hardscape areas. If a maintenance/ fire access gate is being shown along a solid block wall or block wall with tempered glass, a gate detail shall be provided on the plan that demonstrates the same applied effect as the solid wall.
3. A Fire Protection Plan (OCFA Fee Code PR 146) shall be submitted with or prior to the conceptual FMZ plan and does not take the place of the Fire Master Plan (OCFA Fee Code PR 145). Special 7A code section screening forms are available by request from the OCFA Community Wildfire Mitigation section and shall be placed on the plan to indicate which buildings and lots will meet specific Chapter 7A code sections. OCFA does not review the architectural plans for one- and two-family dwellings. Approved Fire Protection Plans are provided to the applicant and to the Building Department by OCFA, for design and plan review approval of the construction features.
4. Offsite Landowner Recorded Easements (for extreme cases):
  - a. All fuel modification should be located within the property or tract of the protected structure(s).

- b. Proper on-site Fuel Modification design should be set back from the tract or property boundary lines for a distance of 170 feet.
- c. When the required distance is not within the property, as a last option, a legally recorded easements shall be signed by the adjoining property owner and integrated into fuel modification plans, giving rights to the beneficiary to maintain the recorded area in perpetuity. The easement shall show the distance designed on the plans.
- d. The conceptual FMZ plans will not be approved until the legally recorded agreements are copied on the plans.

## **Section 5: Special Maintenance Areas and Roadside Protection Zones**

The interior landscaped portions of a community and roadsides may not be standard FMZs but are subject to planting restrictions, irrigation, and maintenance requirements. This is to ensure structures are reasonably protected from fire continuing into interior areas of the community and from flying embers that may land and start spot fires.

The Planting Plans submitted with the Fuel Modification Plans shall indicate the plant palette and planting design for these areas. The plans will be evaluated to determine if the areas have the potential to increase the hazard to structures or if they will lessen the hazard.

1. The SMA determination will occur during the Conceptual Fuel Modification review. The review will use the following OCFA initial hazard assessment criteria:
  - a. Roadside planting does not sufficiently protect vital main evacuation routes
  - b. There are no proposed planting restrictions on lots
  - c. Proximity between structures and slopes is such that fire travel is probable
  - d. The area/slope is not proposed to be irrigated
  - e. Plant palette contains plant species from the OCFA undesirable plant list
  - f. Plant spacing arrangement creates "Ladder Fuels"
  - g. Slope/area is contiguous with community perimeter FMZs
  - h. Use of special construction features on all structures throughout the community as required in CBC Chapter 7A and California Residential Code 337
2. When it is determined by the OCFA that the design of an SMA may contribute to an increased wildfire risk, the first 100 feet of the SMA, measured from the structure out, is considered defensible space. The defensible space area shall comply with Attachment 2: Introductory Maintenance Information, Attachment 6: Requirements for Planting Installation in Fuel Modification Zones, Attachment 7: Undesirable and Invasive Plant Species and Attachment 8: Fuel Modification Zone Plant List).

# ATTACHMENT 1

## New Construction Inspection Requirements

The Builder or Developer shall call OCFA Inspection Scheduling at (714) 573-6150 for the three new construction inspections listed below:

1. Prior to dropping of lumber: Schedule a Vegetation Clearance Inspection – the developer/builder shall provide a separation of combustible vegetation for a minimum distance of 100 feet from the location of the structures and lumber stock-pile, generators, and fuel tanks/dispensers. An inspection sign-off and/or release letter to the building department is required.
2. Prior to occupancy of the building: Schedule a Final Fuel Modification Inspection – the FMZ, SMA, and RPZ adjacent to structures must be installed, irrigated, and inspected. This includes physical installation of features identified in the approved precise fuel modification plans including, but not limited to, plant establishment, thinning, irrigation, zone markers, special mitigation measures, and access easements. An OCFA Inspector will provide written approval of completion at the time of this final inspection on the building card. A written disclosure will be requested by the OCFA Inspector indicating that the landowner is aware of the FMZ on their land.
3. Prior to Homeowners Association (HOA) or Landowner Maintenance Acceptance from Developer/Builder: Schedule an Owner Turnover Inspection – This inspection/meeting must happen with OCFA staff prior to accepting the maintenance responsibility from the developer or builder.
  - a. The inspection/meeting must include the following representatives:
    - 1) Landscape architect
    - 2) Community manager or homeowner
    - 3) HOA board member
    - 4) Installing landscape company
    - 5) HOA landscape company
  - b. At the time of turnover, the Fuel Modification areas shall be maintained by the developer or builder as originally installed and approved.
  - c. The accepting landowner is responsible for ensuring the developer or builder sufficiently calculated the amount of revenue needed to perform the on-going maintenance of the FMZs and any SMAs per the approved plans.
  - d. A copy of the approved plans must be provided to the HOA representatives or homeowner at this time.
  - e. The Landscape Architect must convey ongoing maintenance requirements to HOA representatives or homeowner and provide OCFA a document stating the fuel modification has been installed per plan.
  - f. An OCFA written disclosure will be required to be signed by the HOA representatives or homeowner indicating that the HOA or homeowner is aware of the FMZ on their land and that they are aware of the importance of retaining the plans and the ongoing maintenance.
  - g. The responsibility and necessary language for maintenance must also be stated within the CC&Rs (Refer to Attachment 5: Sample CC&R Maintenance Language).

## ATTACHMENT 2

### Introductory Maintenance Information

The FMZ, SMA, RPZ shall be maintained in perpetuity for fire safety purposes and shall cause a covenant to be recorded and referenced in the CC&Rs or on the property title when there is no HOA involvement.

Emergency access covenants shall be identified on the tract map indicating the reservation and restriction for permanent entry by the HOA or Fire Authority.

Select either Option #1 or #2 below

1. Option #1 Maintenance Method:

- a. On-going maintenance shall occur to preserve the originally approved design found on the approved plans. Attachment 6: Requirements for Planting Installation in Fuel Modification Zones spacing is required and only approved planting species and arrangements on the plans are perpetually preserved.
- b. The property owner is responsible for all maintenance of FMZ, SMA, and RPZ.
- c. **Two maintenance activities** shall be performed each year.
  - 1) The first during middle- to late-Spring and the second in early- to middle-Fall.
- d. Other activities include:
  - 1) Grasses cut to 4 inches after annual seeding
  - 2) Dead and dying, all vegetation litter, and Attachment 7: Undesirable and Invasive Plant Species removed from all zones
  - 3) Maintenance of irrigation systems
  - 4) Replacement of dead or dying vegetation with approved species (proposed changes shall be approved by OCFA)
  - 5) Removal of trees and shrubs not on the approved plans
- e. If maintained by an HOA, the landscape maintenance company and/or property manager shall inspect the FMZs throughout the year to identify where specific maintenance activities need to take place.
- f. The OCFA may conduct inspections of established fuel modification areas. Ongoing maintenance shall be conducted a minimum of twice each year regardless of the dates of these inspections.
- g. The property owner shall retain all approved Fuel Modification Plans. The design and information on the plans shall be used as the basis for maintenance.

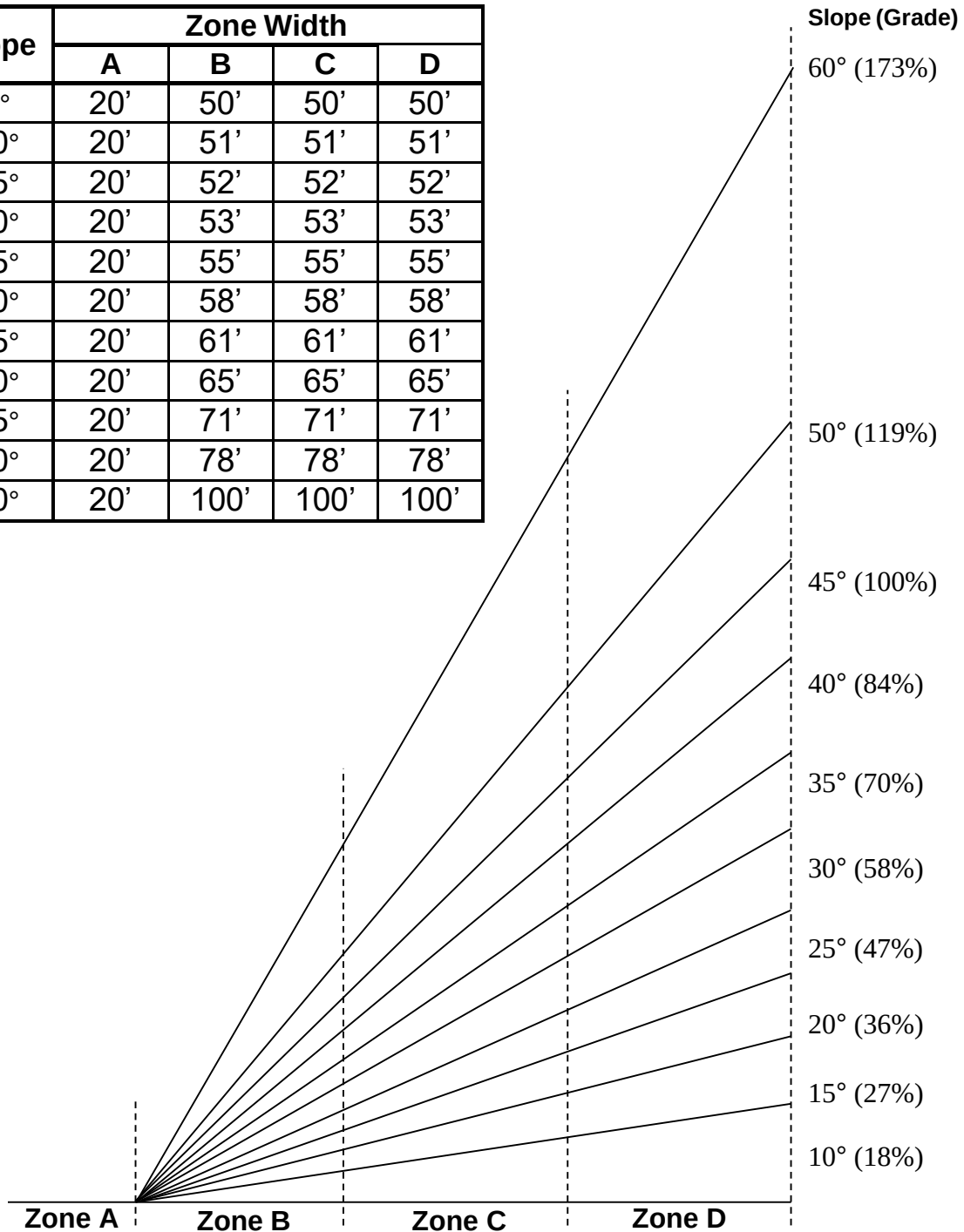
2. Option #2 Maintenance Method (when approved by OCFA):

Ongoing maintenance shall occur per the current posted OCFA Vegetation Management Maintenance Guidelines at [www.ocfa.org](http://www.ocfa.org). Distances of FMZ, SMA, and RPZ will always remain required and will be specific to the approved Fuel Modification Plan.

## ATTACHMENT 3

### Incline Measurement for Selected Slopes (See Attachment 4: Zone Marker Details)

| Slope | Zone Width |      |      |      |
|-------|------------|------|------|------|
|       | A          | B    | C    | D    |
| 0°    | 20'        | 50'  | 50'  | 50'  |
| 10°   | 20'        | 51'  | 51'  | 51'  |
| 15°   | 20'        | 52'  | 52'  | 52'  |
| 20°   | 20'        | 53'  | 53'  | 53'  |
| 25°   | 20'        | 55'  | 55'  | 55'  |
| 30°   | 20'        | 58'  | 58'  | 58'  |
| 35°   | 20'        | 61'  | 61'  | 61'  |
| 40°   | 20'        | 65'  | 65'  | 65'  |
| 45°   | 20'        | 71'  | 71'  | 71'  |
| 50°   | 20'        | 78'  | 78'  | 78'  |
| 60°   | 20'        | 100' | 100' | 100' |

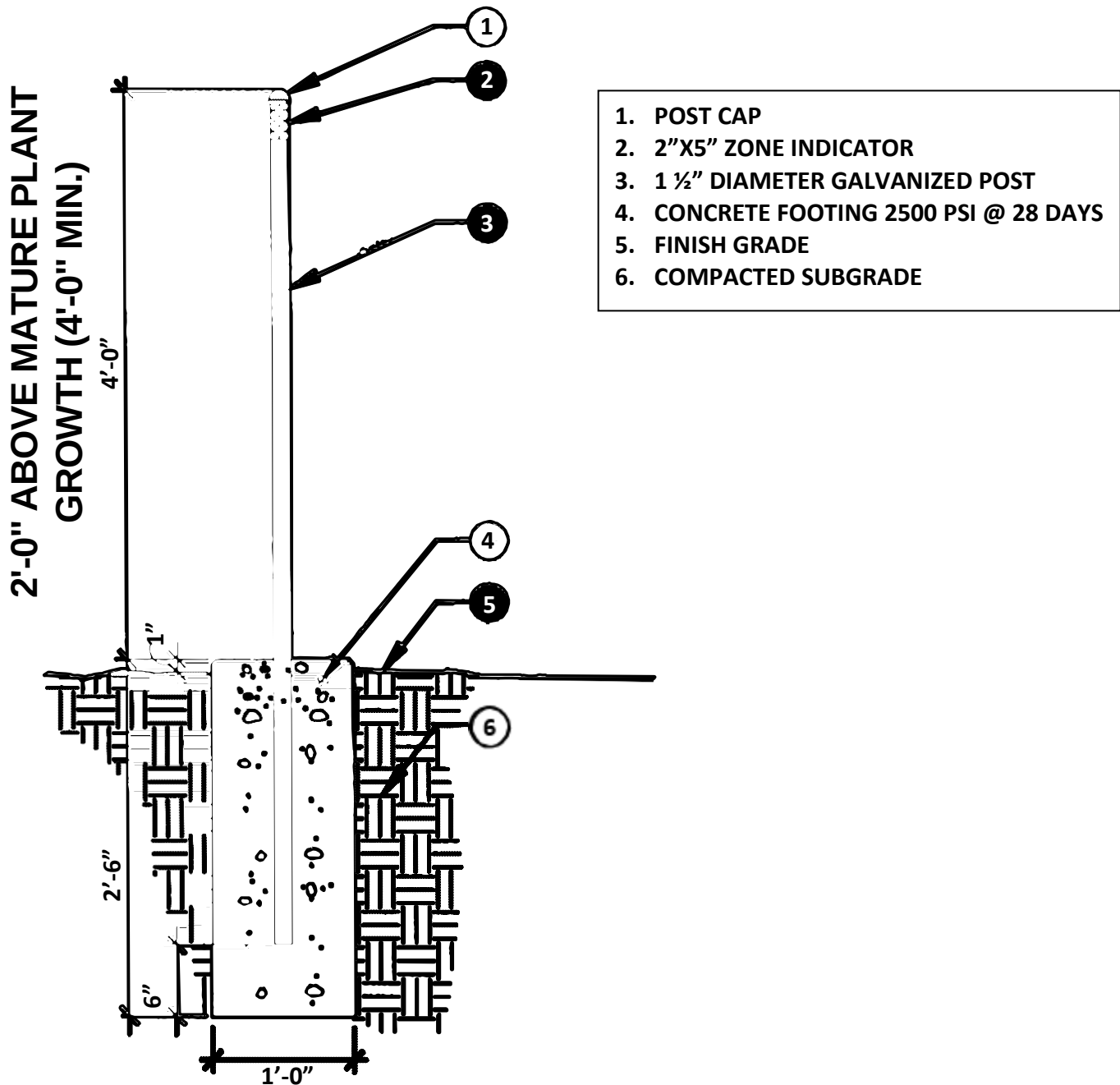


## ATTACHMENT 4

## Zone Marker Details

**(Marker Distances Shall Be Increased on Slopes to Accommodate Incline Measurements in Accordance with Attachment 3: Incline Measurement for Selected Slopes)**

**Note:** An alternate design may be proposed and approved on a case-by-case basis (e.g., using a large boulder, existing fencing, permanent fixtures, etc.).





## **ATTACHMENT 5**

### **Sample CC&R Maintenance Language**

It is recommended that the following language be included in the CC&Rs recorded for a common interest development:

“The duty of the homeowners’ association to perform ‘Fire Prevention Maintenance’ (as defined below) for all Fuel Modification Zones, Special Maintenance Areas, Roadway Protection Zone, and manufactured interior slopes within the development shall be included as an express obligation in the recorded CC&Rs for the development. Similarly, each Owner whose Lot (or Condominium) is subject to FMZ restrictions (e.g., non-combustible structure setback, etc.) shall be obligated to comply with such restrictions.”

1. The OCFA will be designated as a third-party beneficiary of an HOA’s duty to perform “Fire Prevention Maintenance” (as defined below) for all portions of the Association Property or Common Area that constitute FMZs and designated interior/manufactured slopes to be maintained by the H O A , and of any Owner’s duty to comply with any FMZ restrictions applicable to their lot or condominium. Additionally, OCFA shall have the right, but not the obligation, to enforce the HOA’s duty to perform such Fire Prevention Maintenance, and to enforce compliance by any owner with any FMZ restrictions applicable to their lot or condominium. In furtherance of such right, the OCFA shall be entitled to recover its costs of suit, including its actual attorneys’ fees, if it prevails in an enforcement action against an HOA and/or an individual owner (a sample third-party beneficiary provision to be incorporated into the CC&Rs is attached hereto as Addendum "1").
2. As used herein, "Fire Prevention Maintenance" shall mean the following:
  - a. All portions of the Association Property or Common Area that constitute FMZs or designated interior/manufactured slopes shall be regularly maintained by the HOA on a year-round basis in accordance with the fuel modification plan on file with the property manager for the development.
  - b. The irrigation system for FMZs or designated interior/manufactured slopes shall be kept in good condition and proper working order at all times. The irrigation system shall not be turned off except for necessary repairs and maintenance.

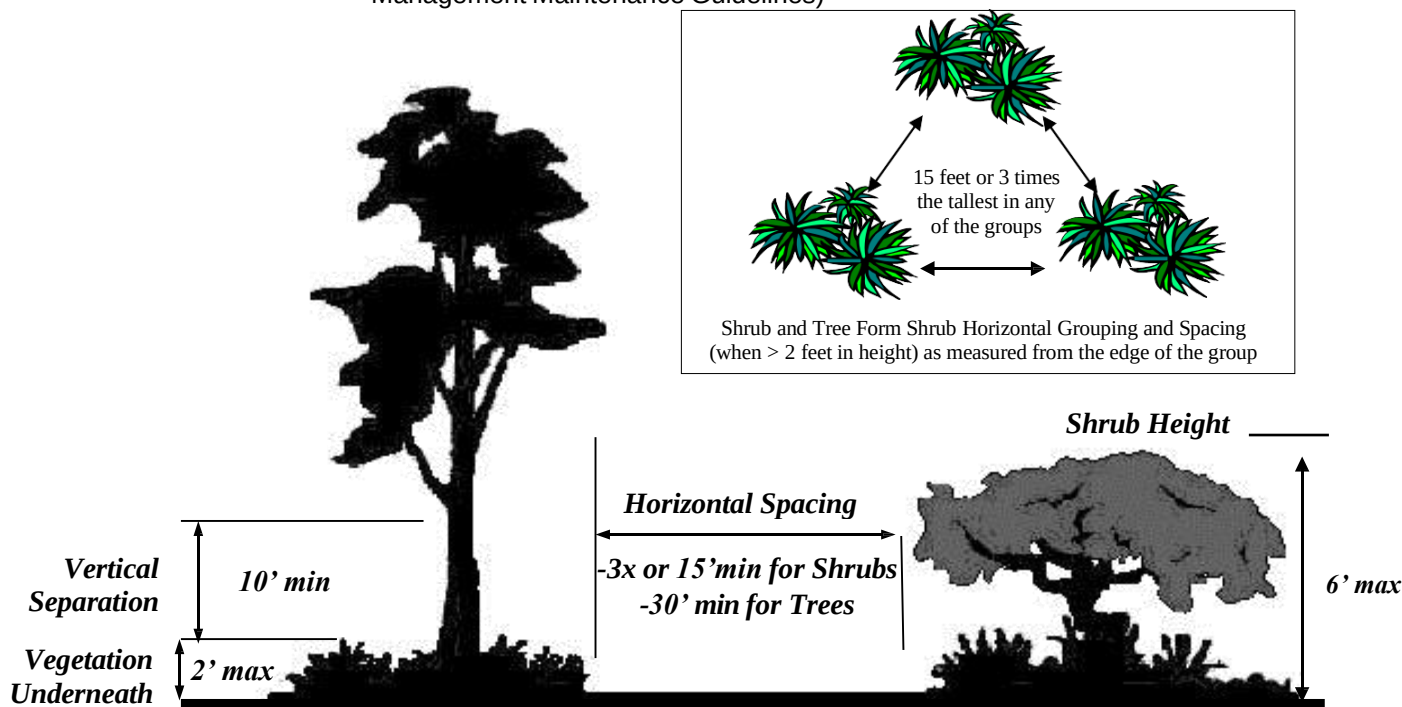
**ADDENDUM “1”**

Enforcement by the Orange County Fire Authority (OCFA): The OCFA is hereby designated as an intended third-party beneficiary of the Association’s duties to perform “Fire Prevention Maintenance” for all portions of the Association Property or Common Areas consisting of FMZs or designated interior/manufactured slopes in accordance with the fuel modification plan, and of each owner’s duty to comply with any FMZ or designated interior/manufactured slopes restrictions applicable to their lot or condominium as set forth in the fuel modification plan. In furtherance thereof, the OCFA shall have the right, but not the obligation, to enforce the performance by the association of its duties and any other fire prevention requirements which were imposed by the OCFA or other public agency as a condition of approval for the development (e.g., prohibition of parking in fire lanes, maintenance of the blue reflective markers indicating the location of fire hydrants, etc.). The OCFA shall also have the right, but not the obligation, to enforce compliance by any owner with any FMZ or designated interior/manufactured slopes restrictions applicable to their lot or condominium as set forth in the fuel modification plan. If in its sole discretion, the OCFA shall deem it necessary to take legal action against the association or any owner to enforce such duties or other requirements, and prevails in such action, the OCFA shall be entitled to recover the full costs of said action including its actual attorneys’ fees, and to impose a lien against the association property, or an owner’s lot or condominium, as the case may be, until said costs are paid in full.

# ATTACHMENT 6

## Requirements for Planting Installation in Fuel Modification Zones

(For ongoing requirements, see Attachment 2: Introductory Maintenance Information and the OCFA Vegetation Management Maintenance Guidelines)



### Horizontal Spacing

Vegetation Less than 2 Feet in Height:

- No horizontal spacing or vertical separation is required. Ground cover shall not exceed 2 feet in height. In Zone "B" ground cover shall cover the entire ground between groups of shrubs, trees, or grasses and grasses are not considered ground cover. Limited compartments of grasses are acceptable as approved on the planting plans. In Zone "C/D" grasses can cover the entire area.

Vegetation 2 Feet in Height or Greater:

- Shrub Group Size & Spacing:**
  - Shrubs shall not exceed 6ft in height.
  - Groupings of shrubs are limited to a maximum aggregate diameter of 10 feet.
  - Groups of shrubs shall be spaced by the greater of the following two measurements: A distance of 15 feet minimum (or) 3 times the height of the tallest specimen in any of the groups.
  - Groupings of shrubs are not allowed within 30 feet of structures. Only single specimen shrubs are allowed, with a minimum 15 feet of separation between each shrub specimen.
  - No shrubs over 2 feet in height are allowed within 5 feet of combustible structures.
  - No vegetation over 2 feet in height is allowed within 15 feet from the edge of tree canopy(s).
- Tree Group Size & Spacing:**
  - Groupings of trees are limited to a maximum number of 3 specimens or less.
  - Groups of trees shall be spaced by a minimum distance of 30 feet regardless of height. In Zone "A," full growth tree branches are not allowed within 10 feet of combustible structures.
  - Horizontal spacing is required inside the group with a minimum 10 feet separation between each tree canopy.

### Vertical Separation

Trees Less than 15 Feet in Height:

- When the fuel modification zone is within 30 feet of the structure, a vertical separation of 2 feet minimum is required from the vegetation below.

Trees 15 Feet in Height or Greater:

- A vertical separation of 10 feet minimum is required to be maintained from the vegetation below.
- All vegetation located underneath trees, shall be a maximum of 2 feet in height.

## ATTACHMENT 7

### Undesirable and Invasive Plant Species

Certain plants are considered to be undesirable and invasive due to their physical or chemical characteristics. Physical properties that would contribute to high flammability include large amounts of dead material retained within the plant, rough or peeling bark, and the production of copious amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Certain native plants are notorious for containing these volatile substances.

Plants with these characteristics shall not be planted in any fuel modification zones or anywhere within the area covered by Alternate Methods & Materials agreements (see Section 4: Alternate Materials & Methods). Should these species already exist within these areas, they shall be removed because of their invasiveness or potential threat they pose to structures.

#### PLANT SPECIES (MANDATORY REMOVAL)

| Botanical Name               | Common Name                                |
|------------------------------|--------------------------------------------|
| Adenostoma Fasciculatum      | Chamise                                    |
| Adenostoma Sparsifolium      | Red Shanks                                 |
| Anthemix Cotula              | Mayweed                                    |
| Artemisia Californica        | California Sagebrush                       |
| Brassica Nigra               | Black Mustard                              |
| Brassica Rapa                | Wild Turnip, Yellow Mustard, Field Mustard |
| Cardaria Draba               | Hoary Cress, Perennial Peppergrass         |
| Cirsium Vulgare              | Wild Artichoke                             |
| Conyza Canadensis            | Horseweed                                  |
| Cynara Cardunculus           | Artichoke Thistle                          |
| Eriogonum Fasciculatum       | Common Buckwheat                           |
| Heterothaca Grandiflora      | Telegraph Plant                            |
| Lactuca Serriola             | Prickly Lettuce                            |
| Nassella/Stipa tenuissima    | Mexican Feathergrass                       |
| Nicotiana Bigelovii          | Indian Tobacco                             |
| Nicotiana Glauca             | Tree Tobacco                               |
| Pennisetum alopecuroides     | Fountain Grass                             |
| Ricinus Communis             | Castor Bean Plant                          |
| Salsola Australis            | Russian Thistle/Tumbleweed                 |
| Salvia Melliifera            | Black Sage                                 |
| Silybum Marianum             | Milk Thistle                               |
| Tamarix Ramosissima          | Salt Cedar                                 |
| Urtica Urens                 | Burning Nettle                             |
| <b>Ornamental:</b>           |                                            |
| Arecaceae (all palm species) | Palms                                      |
| Cycas Revoluta               | Sago Palms                                 |
| Cortaderia                   | Pampas Grass                               |
| Cupressus sp                 | Cypress                                    |
| Eucalyptus sp                | Eucalyptus                                 |
| Juniperus sp                 | Juniper                                    |
| Pinus sp                     | Pine                                       |

## ATTACHMENT 8

### Fuel Modification Zone Plant List

### Symbol Legend

- X = Plant species prohibited in wet and dry FMZs adjacent to reserve lands. Acceptable on all other fuel modification locations and zones.
- W = Plant species appropriate for use in wet FMZs adjacent to reserve lands. Acceptable in all other wet and irrigated dry (manufactured slopes) fuel modification locations and zones.
- o = Plant species native to Orange County. Acceptable in all fuel modification wet and dry zones in all locations.
- N = Plant species acceptable on a limited basis (maximum 30% of the area) in wet FMZs adjacent to reserve lands. Acceptable on all other FMZs.
- \* = If locally collected.
- \*\* = Not native but can be used in all zones.
- n = Plant species acceptable on a limited use basis. Refer to qualification requirements following plant palette.

Yellow row = Plant species susceptible to Invasive Shot Hole Borers (ISHB) infestation.

|     | Code | Botanical Name                | Common Name          | Plant Form   |
|-----|------|-------------------------------|----------------------|--------------|
| 1.  | W    | Abelia x grandiflora          | Glossy Abelia        | Shrub        |
| 2.  | n    | Acacia redolens desert carpet | Desert Carpet        | Ground Cover |
| 3.  | o    | Acer macrophyllum             | Big Leaf Maple       | Tree         |
| 4.  | X    | Achillea millefolium          | Common Yarrow        | Low Shrub    |
| 5.  | W    | Achillea tomentosa            | Woolly Yarrow        | Low Shrub    |
| 6.  | X    | Aeonium decorum               | Aeonium              | Ground cover |
| 7.  | X    | Aeonium simsii                | no common name       | Ground cover |
| 8.  | W    | Agave attenuata               | Century Plant        | Succulent    |
| 9.  | W    | Agave shawii                  | Shaw's Century Plant | Succulent    |
| 10. | N    | Agave victoriae-reginae       | no common name       | Ground Cover |
| 11. | X    | Ajuga reptans                 | Carpet Bugle         | Ground Cover |
| 12. | W    | Alnus cordata                 | Italian Alder        | Tree         |
| 13. | o    | Alnus rhombifolia             | White Alder          | Tree         |
| 14. | N    | Aloe arborescens              | Tree Aloe            | Shrub        |
| 15. | N    | Aloe aristata                 | no common name       | Ground Cover |
| 16. | N    | Aloe brevifoli                | no common name       | Ground Cover |
| 17. | W    | Aloe Vera                     | Medicinal Aloe       | Succulent    |
| 18. | W    | Alogyne huegeii               | Blue Hibiscus        | Shrub        |
| 19. | o    | Ambrosia chammissonis         | Beach Bur-Sage       | Perennial    |

|     | <b>Code</b> | <b>Botanical Name</b>                               | <b>Common Name</b>        | <b>Plant Form</b>  |
|-----|-------------|-----------------------------------------------------|---------------------------|--------------------|
| 20. | o           | <i>Amorpha fruticosa</i>                            | Western False Indigobush  | Shrub              |
| 21. | W           | <i>Anigozanthus flavidus</i>                        | Kangaroo Paw              | Perennial/accent   |
| 22. | o           | <i>Antirrhinum nuttalianum</i> ssp.                 | no common name            | Subshrub           |
| 23. | X           | <i>Aptenia cordifolia</i> x 'Red Apple'             | Red Apple Aptenia         | Ground cover       |
| 24. | W           | <i>Arbutus unedo</i>                                | Strawberry Tree           | Tree               |
| 25. | W           | <i>Arctostaphylos</i> 'Pacific Mist'                | Pacific Mist Manzanita    | Ground Cover       |
| 26. | W           | <i>Arctostaphylos edmundsii</i>                     | Little Sur Manzanita      | Ground Cover       |
| 27. | o           | <i>Arctostaphylos glandulosa</i> ssp.               | Eastwood Manzanita        | Shrub              |
| 28. | W           | <i>Arctostaphylos hookeri</i> 'Monterey Carpet'     | Monterey Carpet Manzanita | Low Shrub          |
| 29. | N           | <i>Arctostaphylos pungens</i>                       | no common name            | Shrub              |
| 30. | N           | <i>Arctostaphylos refugioensis</i>                  | Refugio Manzanita         | Shrub              |
| 31. | W           | <i>Arctostaphylos uva-ursi</i>                      | Bearberry                 | Ground Cover       |
| 32. | W           | <i>Arctostaphylos</i> x 'Greensphere'               | Greensphere Manzanita     | Shrub              |
| 33. | N           | <i>Artemisia caucasica</i>                          | Caucasian Artemisia       | Ground Cover       |
| 34. | X           | <i>Artemisia pycnocephala</i>                       | Beach Sagewort            | Perennial          |
| 35. | X           | <i>Atriplex canescens</i>                           | Four-Wing Saltbush        | Shrub              |
| 36. | X           | <i>Atriplex lentiformis</i> ssp. <i>breweri</i>     | Brewer Saltbush           | Shrub              |
| 37. | o           | <i>Baccharis emoyi</i>                              | Emory Baccharis           | Shrub              |
| 38. | W o         | <i>Baccharis pilularis</i> ssp. <i>consanguinea</i> | Chaparral Bloom           | Shrub              |
| 39. | X           | <i>Baccharis pilularis</i> var. <i>pilularis</i>    | Twin Peaks #2             | Ground Cover       |
| 40. | o           | <i>Baccharis salicifolia</i>                        | Mulefat                   | Shrub              |
| 41. | N           | <i>Baileya multiradiata</i>                         | Desert Marigold           | Ground Cover       |
| 42. | N n         | <i>Bougainvillea spectabilis</i>                    | Bougainvillea             | Shrub              |
| 43. | o           | <i>Brickellia californica</i>                       | no common name            | Subshrub           |
| 44. | W o         | <i>Bromus carinatus</i>                             | California Brome          | Grass              |
| 45. | o           | <i>Camissonia cheiranthifolia</i>                   | Beach Evening Primrose    | Perennial Shrub    |
| 46. | N           | <i>Carissa macrocarpa</i>                           | Green Carpet Natal Plum   | Ground Cover/Shrub |
| 47. | X           | <i>Carpobrotus chilensis</i>                        | Sea Fig Ice Plant         | Ground Cover       |
| 48. | W           | <i>Ceanothus gloriosus</i> 'Point Reyes'            | Point Reyes Ceanothus     | Shrub              |
| 49. | W           | <i>Ceanothus griseus</i> 'Louis Edmunds'            | Louis Edmunds Ceanothus   | Shrub              |
| 50. | W           | <i>Ceanothus griseus horizontalis</i>               | Yankee Point              | Ground Cover       |
| 51. | W           | <i>Ceanothus griseus</i> var. <i>horizontalis</i>   | Carmel Creeper Ceanothus  | Shrub              |
| 52. | W           | <i>Ceanothus griseus</i> var. <i>horizontalis</i>   | Yankee Point Ceanothus    | Shrub              |
| 53. | o           | <i>Ceanothus megacarpus</i>                         | Big Pod Ceanothus         | Shrub              |
| 54. | W           | <i>Ceanothus prostratus</i>                         | Squaw Carpet Ceanothus    | Shrub              |
| 55. | o           | <i>Ceanothus spinosus</i>                           | Green Bark Ceanothus      | Shrub              |
| 56. | W           | <i>Ceanothus verrucosus</i>                         | Wart-Stem Ceanothus       | Shrub              |
| 57. | W           | <i>Cerastium tomentosum</i>                         | Snow-in-Summer            | Ground cover/Shrub |
| 58. | W           | <i>Ceratonia siliqua</i>                            | Carob                     | Tree               |
| 59. | W           | <i>Cercis occidentalis</i>                          | Western Redbud            | Shrub/Tree         |

|      | <b>Code</b> | <b>Botanical Name</b>                     | <b>Common Name</b>       | <b>Plant Form</b>  |
|------|-------------|-------------------------------------------|--------------------------|--------------------|
| 60.  | X           | Chrysanthemum leucanthemum                | Oxeye Daisy              | Ground Cover       |
| 61.  | W           | Cistus Crispus                            | no common name           | Ground Cover       |
| 62.  | W           | Cistus hybridus                           | White Rockrose           | Shrub              |
| 63.  | W           | Cistus incanus                            | no common name           | Shrub              |
| 64.  | W           | Cistus incanus ssp. Corsicus              | no common name           | Shrub              |
| 65.  | W           | Cistus salviifolius                       | Sageleaf Rockrose        | Shrub              |
| 66.  | W           | Cistus x purpureus                        | Orchid Rockrose          | Shrub              |
| 67.  | W           | Citrus species                            | Citrus                   | Tree               |
| 68.  | o           | Clarkia bottae                            | Showy Fairwell to Spring | Annual             |
| 69.  | o           | Cneoridium dumosum                        | Bushrue                  | Shrub              |
| 70.  | o           | Collinsia heterophyllia                   | Chinese Houses           | Annual             |
| 71.  | W o         | Comarostaphylis diversifolia              | Summer Holly             | Shrub              |
| 72.  | N           | Convolvulus cneorum                       | Bush Morning Glory       | Shrub              |
| 73.  | W           | Coprosma kirkii                           | Creeping Coprosma        | Ground Cover/Shrub |
| 74.  | W           | Coprosma pumila                           | Prostrate Coprosma       | Low shrub          |
| 75.  | o           | Coreopsis californica                     | California Coreopsis     | Annual             |
| 76.  | W           | Coreopsis lanceolata                      | Coreopsis                | Ground Cover       |
| 77.  | N           | Corea pulchella                           | Australian Fuschia       | Ground Cover       |
| 78.  | W           | Cotoneaster buxifolius                    | no common name           | Shrub              |
| 79.  | W           | Cotoneaster congestus 'Likiang'           | Likiang Cotoneaster      | Ground Cover/Vine  |
| 80.  | W           | Cotoneaster aprneyi                       | no common name           | Shrub              |
| 81.  | X           | Crassula lactea                           | no common name           | Ground Cover       |
| 82.  | X           | Crassula multicaeva                       | no common name           | Ground Cover       |
| 83.  | X           | Crassula ovata                            | Jade Tree                | Shrub              |
| 84.  | X           | Crassula tetragona                        | no common name           | Ground Cover       |
| 85.  | W o         | Croton californicus                       | California Croton        | Ground Cover       |
| 86.  | X           | Delosperma 'alba'                         | White trailing Ice Plant | Ground Cover       |
| 87.  | o           | Dendromecon rigida                        | Bush Poppy               | Shrub              |
| 88.  | o           | Dichelostemma capitatum                   | Blue Dicks               | Herb               |
| 89.  | N           | Distinctis buccinatoria                   | Blood-Red Trumpet Vine   | Vine/Climbing vine |
| 90.  | N           | Dodonaea viscosa                          | Hopseed Bush             | Shrub              |
| 91.  | X           | Drosanthemum floribundum                  | Rosea Ice Plant          | Ground Cover       |
| 92.  | X           | Drosanthemum hispidum                     | no common name           | Ground Cover       |
| 93.  | X           | Drosanthemum speciosus                    | Dewflower                | Ground Cover       |
| 94.  | o           | Dudleya lanceolata                        | Lance-leaved Dudleya     | Succulent          |
| 95.  | o           | Dudleya pulverulenta                      | Chalk Dudleya            | Succulent          |
| 96.  | W           | Elaeagnus pungens                         | Silverberry              | Shrub              |
| 97.  | o           | Encelia californica                       | California Encelia       | Small Shrub        |
| 98.  | o *         | Epilobium canum [Zauschneria californica] | Hoary California Fuschia | Shrub              |
| 99.  | o           | Eriastrum Sapphirinum                     | Mojave Woolly Star       | Annual             |
| 100. | N           | Eriobotrya japonica                       | Loquat                   | Tree               |



|      | <b>Code</b> | <b>Botanical Name</b>        | <b>Common Name</b>              | <b>Plant Form</b>  |
|------|-------------|------------------------------|---------------------------------|--------------------|
| 101. | o           | Eriodictyon trichocalyx      | Yerba Santa                     | Shrub              |
| 102. | W o         | Eriophyllum confertiflorum   | no common name                  | Shrub              |
| 103. | W           | Erythrina species            | Coral Tree                      | Tree               |
| 104. | N           | Escallonia species           | Several varieties               | Shrub              |
| 105. | W o         | Eschscholzia californica     | California Poppy                | Flower             |
| 106. | X           | Eschscholzia mexicana        | Mexican Poppy                   | Herb               |
| 107. | N           | Euonymus fortunei            | Winter Creeper Euonymus         | Ground Cover       |
| 108. | N           | Feijoa sellowiana            | Pineapple Guava                 | Shrub/Tree         |
| 109. | N           | Fragaria chiloensis          | Wild Strawberry/Sand Strawberry | Ground Cover       |
| 110. | o           | Frankenia salina             | Alkali Heath                    | Ground Cover       |
| 111. | W           | Fremontodendron californicum | California Flannelbush          | Shrub              |
| 112. | X           | Gaillardia x grandiflora     | Blanketflower                   | Ground Cover       |
| 113. | W           | Galvezia speciosa            | Bush Snapdragon                 | Shrub              |
| 114. | W           | Garrya ellipta               | Silktassel                      | Shrub              |
| 115. | X           | Gazania hybrids              | South African Daisy             | Ground Cover       |
| 116. | X           | Gazania rigens leucolaena    | Training Gazania                | Ground Cover       |
| 117. | o           | Gilia capitata               | Globe Gilia                     | Perennial          |
| 118. | W           | Gilia leptantha              | Showy Gilia                     | Perennial          |
| 119. | W           | Gilia tricolor               | Bird's Eyes                     | Perennial          |
| 120. | W           | Ginkgo biloba                | Maidenhair Tree                 | Tree               |
| 121. | o           | Gnaphalium californicum      | California Everlasting          | Annual             |
| 122. | W           | Grewia occidentalis          | Starflower                      | Shrub              |
| 123. | o           | Grindelia stricta            | Gum Plant                       | Ground Cover       |
| 124. | N n         | Hakea suaveolens             | Sweet Hakea                     | Shrub              |
| 125. | W           | Hardenbergia comptoniana     | Lilac Vine                      | Shrub              |
| 126. | N           | Heliathemum muutabile        | Sunrose                         | Ground Cover/Shrub |
| 127. | o           | Helianthemum scoparium       | Rush Rose                       | Shrub              |
| 128. | o           | Heliotropium curassavicum    | Salt Heliotrope                 | Ground Cover       |
| 129. | X           | Helix Canariensis            | English Ivy                     | Ground Cover       |
| 130. | W           | Hesperaloe parviflora        | Red Yucca                       | Perennial          |
| 131. | o n         | Heteromeles arbutifolia      | Toyon                           | Shrub              |
| 132. | X           | Hypericum calycium           | Aaron's Beard                   | Shrub              |
| 133. | N           | Iberis sempervirens          | Edging Candytuft                | Ground Cover       |
| 134. | N           | Iberis umbellatum            | Globe Candytuft                 | Ground Cover       |
| 135. | o           | Isocoma menziesii            | Coastal Goldenbush              | Small Shrub        |
| 136. | o           | Isomeris arborea             | Bladderpod                      | Shrub              |
| 137. | W           | Iva hayesiana                | Poverty Weed                    | Ground Cover       |
| 138. | N           | Juglans californica          | California Black Walnut         | Tree               |
| 139. | o           | Juncus acutus                | Spiny Rush                      | Perennial          |
| 140. | o           | Keckiella antirrhinoides     | Yellow Bush Penstemon           | Subshrub           |
| 141. | o           | Keckiella cordifolia         | Heart Leaved Penstemon          | Subshrub           |

|      | <b>Code</b> | <b>Botanical Name</b>                       | <b>Common Name</b>                                 | <b>Plant Form</b> |
|------|-------------|---------------------------------------------|----------------------------------------------------|-------------------|
| 142. | o           | Keckiella ternata                           | Blue Stemmed Bush Penstemon                        | Subshrub          |
| 143. | W           | Kniphofia uvaria                            | Red Hot Poker                                      | Perennial         |
| 144. | W           | Lagerstroemia indica                        | Crape Myrtle                                       | Tree              |
| 145. | W           | Lagunaria patersonii                        | Primrose Tree                                      | Tree              |
| 146. | X           | Lampranthus aurantiacus                     | Bush Ice Plant                                     | Ground Cover      |
| 147. | X           | Lampranthus filicaulis                      | Redondo Creeper                                    | Ground Cover      |
| 148. | X           | Lampranthus spectabilis                     | Trailing Ice Plant                                 | Ground Cover      |
| 149. | W           | Lantana camara cultivars                    | Yellow Sage                                        | Shrub             |
| 150. | W           | Lantana montevidensis                       | Trailing Lantana                                   | Shrub             |
| 151. | o           | Lasthenia californica                       | Dwarf Goldfields                                   | Annual            |
| 152. | W           | Lavandula dentata                           | French Lavender                                    | Shrub             |
| 152. | W           | Leptospermum laevigatum                     | Australian Tea Tree                                | Shrub             |
| 154. | W           | Leucophyllum frutescens                     | Texas Ranger                                       | Shrub             |
| 155. | o           | Leymus condensatus                          | Giant Wild Rye                                     | Large Grass       |
| 156. | N           | Ligustrum japonicum                         | Texas privet                                       | Shrub             |
| 157. | X           | Limonium pectinatum                         | no common name                                     | Ground Cover      |
| 158. | X           | Limonium perezii                            | Sea Lavender                                       | Shrub             |
| 159. | W n         | Liquidambar styraciflua                     | American Sweet Gum                                 | Tree              |
| 160. | W           | Liriodendron tulipifera                     | Tulip Tree                                         | Tree              |
| 161. | X           | Lonicera japonica 'Halliana'                | Hall's Japanese Honeysuckle                        | Vining Shrub      |
| 162. | o           | Lonicera subspicata                         | Wild Honeysuckle                                   | Vining Shrub      |
| 163. | X           | Lotus corniculatus                          | Bird's Foot Trefoil                                | Ground Cover      |
| 164. | o           | Lotus hermannii                             | Northern Woolly Lotus                              | Perennial         |
| 165. | o           | Lotus scoparius                             | Deerweed                                           | Shrub             |
| 166. | W           | Lupinus arizonicus                          | Desert Lupine                                      | Annual            |
| 167. | W           | Lupinus benthamii                           | Spider Lupine                                      | Annual            |
| 168. | o           | Lupinus bicolor                             | Sky Lupine                                         | Flowering annual  |
| 169. | o           | Lupinus sparsiflorus                        | Loosely Flowered Annual Lupine or Coulter's Lupine | Annual            |
| 170. | W           | Lyonothamnus floribundus ssp. Asplenifolius | Fernleaf Ironwood                                  | Tree              |
| 171. | W           | Macadamia integrifolia                      | Macadamia Nut                                      | Tree              |
| 172. | W           | Mahonia aquifolium 'Golden Abundance'       | Golden Abundance Oregon Grape                      | Shrub             |
| 173. | W           | Mahonia nevenii                             | Nevin Mahonia                                      | Shrub             |
| 174. | o           | Malacothamnus fasciculatus                  | Chapparal Mallow                                   | Shrub             |
| 175. | X           | Malephora luteola                           | Training Ice Plant                                 | Ground Cover      |
| 176. | W           | Maytenus boaria                             | Mayten Tree                                        | Tree              |
| 177. | W           | Melaleuca nesophila                         | Pink Melaleuca                                     | Shrub             |
| 178. | N           | Metrosideros excelsus                       | New Zealand Christmas Tree                         | Tree              |
| 179. | o *         | Mimulus species                             | Monkeyflower                                       | Flower            |
| 180. | o           | Mirabilis californica                       | Wishbone Bush                                      | Perennial         |
| 181. | N           | Myoporum debile                             | no common name                                     | Shrub             |

|      | <b>Code</b> | <b>Botanical Name</b>             | <b>Common Name</b>          | <b>Plant Form</b> |
|------|-------------|-----------------------------------|-----------------------------|-------------------|
| 182. | W           | Myoporum insulare                 | Boobyalla                   | Shrub             |
| 183. | W           | Myoporum parvifolium              | no common name              | Ground Cover      |
| 184. | W           | Myoporum 'Pacifcum'               | no common name              | Ground Cover      |
| 185. | o           | Nassella (stipa) lepidra          | Foothill Needlegrass        | Ground Cover      |
| 186. | o           | Nassella (stipa) pulchra          | Purple Needlegrass          | Ground Cover      |
| 187. | o           | Nemophila menziesii               | Baby Blue Eyes              | Annual            |
| 188. | X           | Nerium Oleander                   | Oleander                    | Shrub             |
| 189. | o           | Nolina cismontana                 | Chapparal Nolina            | Shrub             |
| 190. | N           | Nolina species                    | Mexican Grasstree           | Shrub             |
| 191. | W           | Oenothera belandieri              | Mexican Evening Primrose    | Ground Cover      |
| 192. | N           | Oenothera hookeri                 | California Evening Primrose | Flower            |
| 193. | W           | Oenothera speciosa                | Show Evening Primrose       | Perennial         |
| 194. | X           | Ophiopogon japonicus              | Mondo Grass                 | Ground Cover      |
| 195. | o *         | Opuntia littoralis                | Prickly Pear                | Cactus            |
| 196. | o *         | Opuntia oricola                   | Oracle Cactus               | Cactus            |
| 197. | o *         | Opuntia prolifera                 | Coast Cholla                | Cactus            |
| 198. | W           | Osmanthus fragrans                | Sweet Olive                 | Shrub             |
| 199. | X           | Osteospermum fruticosum           | Training African Daisy      | Ground Cover      |
| 200. | X           | Parkinsonia aculeata              | Mexican Palo Verde          | Tree              |
| 201. | W           | Pelargonium peltatum              | Ivy Geranium                | Ground Cover      |
| 202. | X           | Penstemon species                 | Beard Tongue                | Shrub             |
| 203. | W           | Photinia fraseria                 | no common name              | Shrub             |
| 204. | W           | Pistacia chinensis                | Chinese Pistache            | Tree              |
| 205. | X           | Pittosporum undulatum             | Victorian Box               | Tree              |
| 206. | o           | Plantago erecta                   | California Plantain         | Annual            |
| 207. | **          | Plantago insularis                | Woolly Plantain             | Annual            |
| 208. | X           | Plantago sempervirens             | Evergreen Plantain          | Ground Cover      |
| 209. | W           | Plantanus racemosa                | California Sycamore         | Tree              |
| 210. | W           | Plumbago auriculata               | Plumbago Cape               | Shrub             |
| 211. | o           | Populus fremontii                 | Western Cottonwood          | Tree              |
| 212. | X           | Portulacaria afra                 | Elephant's Food             | Shrub             |
| 213. | o           | Potentilla glandulosa             | Sticky Cinquefoil           | Subshrub          |
| 214. | X           | Potentilla tabernaemontanii       | Spring Cinquefoil           | Ground Cover      |
| 215. | X           | Prunus caroliniana                | Carolina Cherry Laurel      | Shrub/Tree        |
| 216. | o           | Prunus ilicifolia ssp. ilicifolia | Holly Leafed Cherry         | Shrub             |
| 217. | X           | Prunus lyonii                     | Catalina Cherry             | Shrub/Tree        |
| 218. | N           | Punica granatum                   | Pomegranate                 | Shrub/Tree        |
| 219. | W           | Puya species                      | Puya                        | Succulent/Shrub   |
| 220. | W           | Pyracantha species                | Firethorn                   | Shrub             |
| 221. | o           | Quercus agrifolia                 | Coast Live Oak              | Tree              |
| 222. | o n *       | Quercus berberidifolia            | California Scrub Oak        | Shrub             |
| 223. | o n *       | Quercus dumosa                    | Coastal Scrub Oak           | Shrub             |

|      | Code | Botanical Name                                   | Common Name                  | Plant Form       |
|------|------|--------------------------------------------------|------------------------------|------------------|
| 224. | X    | <i>Quercus engelmannii</i>                       | Engelmann Oak                | Tree             |
| 225. | X    | <i>Quercus suber</i>                             | Cork Oak                     | Tree             |
| 226. | X    | <i>Rhamnus alaternus</i>                         | Italian Buckthorn            | Shrub            |
| 227. | o    | <i>Rhamnus californica</i>                       | California Coffee Berry      | Shrub            |
| 228. | o    | <i>Rhamnus crocea</i>                            | Redberry                     | Shrub            |
| 229. | o    | <i>Rhamnus crocea</i> ssp. <i>ilicifolia</i>     | Hollyleaf Redberry           | Shrub            |
| 230. | N    | <i>Raphiolepis species</i>                       | Indian Hawthorne             | Shrub            |
| 231. | o    | <i>Rhus integrifolia</i>                         | Lemonade Berry               | Shrub            |
| 232. | N    | <i>Searsia Lancea</i>                            | African Sumac                | Tree             |
| 233. | o n  | <i>Rhus ovata</i>                                | Sugar bush                   | Shrub            |
| 234. | o    | <i>Ribes aureum</i>                              | Golden Currant               | Shrub            |
| 235. | o    | <i>Ribes indecorum</i>                           | White Flowering Currant      | Shrub            |
| 236. | o    | <i>Ribes speciosum</i>                           | Fuschia Flowering Gooseberry | Shrub            |
| 237. | W    | <i>Ribes viburnifolium</i>                       | Evergreen currant            | Shrub            |
| 238. | o *  | <i>Romneya coulteri</i>                          | Matilija Poppy               | Shrub            |
| 239. | X    | <i>Romneya coulteri</i> 'White Cloud'            | White Cloud Matilija Poppy   | Shrub            |
| 240. | W n  | <i>Rosmarinus officinalis</i>                    | Rosemary                     | Shrub            |
| 241. | W n  | <i>Salvia greggii</i>                            | Autums Sage                  | Shrub            |
| 242. | W n  | <i>Salvia sonomensis</i>                         | Creeping Sage                | Ground Cover     |
| 243. | o    | <i>Sambucus mexicana</i>                         | Mexican Elderberry           | Tree             |
| 244. | W    | <i>Santolina chamaecyparissus</i>                | Lavender Cotton              | Ground Cover     |
| 245. | W    | <i>Santolina virens</i>                          | Green Lavender Cotton        | Shrub            |
| 246. | o    | <i>Satureja chandleri</i>                        | San Miguel Savory            | Perennial        |
| 247. | o    | <i>Scirpis scutus</i>                            | Hard Stem Bulrush            | Perennial        |
| 248. | o    | <i>Scirpus californicus</i>                      | California Bulrush           | Perennial        |
| 249. | X    | <i>Sedum acre</i>                                | Goldmoss Sedum               | Ground Cover     |
| 250. | X    | <i>Sedum album</i>                               | Green Stonecrop              | Ground Cover     |
| 251. | X    | <i>Sedum confusum</i>                            | no common name               | Ground Cover     |
| 252. | X    | <i>Sedum lineare</i>                             | no common name               | Ground Cover     |
| 253. | X    | <i>Sedum x rubrotinctum</i>                      | Pork and Beans               | Ground Cover     |
| 254. | X    | <i>Senecio serpens</i>                           | no common name               | Ground Cover     |
| 255. | o    | <i>Sisyrinchium bellum</i>                       | Blue Eyed Grass              | Ground Cover     |
| 256. | o    | <i>Solanum douglasii</i>                         | Douglas Nightshade           | Shrub            |
| 257. | o    | <i>Solanum xantii</i>                            | Purple Nightshade            | Perennial        |
| 258. | W    | <i>Stenocarpus sinuatus</i>                      | Firewheel Tree               | Tree             |
| 259. | W    | <i>Strelitzia nicolai</i>                        | Giant Bird of Paradise       | Perennial        |
| 260. | W    | <i>Strelitzia reginae</i>                        | Bird of Paradise             | Perennial        |
| 261. | o    | <i>Symphoricarpos mollis</i>                     | Creeping Snowberry           | Shrub            |
| 262. | W    | <i>Tecoma stans</i> ( <i>Stenolobium stans</i> ) | Yellow Bells                 | Shrub/Small Tree |
| 263. | X    | <i>Tecomaria capensis</i>                        | Cape Honeysuckle             | Ground Cover     |
| 264. | N    | <i>Teucrium chamedrys</i>                        | Germander                    | Ground Cover     |
| 265. | N    | <i>Thymus serpyllum</i>                          | Lemon Thyme                  | Ground Cover     |

|      | <b>Code</b> | <b>Botanical Name</b>           | <b>Common Name</b>  | <b>Plant Form</b>       |
|------|-------------|---------------------------------|---------------------|-------------------------|
| 266. | N           | Trachelospermum jasminoides     | Star Jasmine        | Shrub                   |
| 267. | o           | Trichostema lanatum             | Woolly Blue Curls   | Shrub                   |
| 268. | X           | Trifolium hirtum 'Hyron'        | Hyron Rose Clover   | Ground Cover            |
| 269. | X           | Trifolium fraserum 'O'Connor's' | O'Connor's Legume   | Ground Cover            |
| 270. | o           | Umbellularia californica        | California Laurel   | Tree                    |
| 271. | o           | Verbena lasiostachys            | Western Vervain     | Perennial               |
| 272. | N           | Verbena peruviana               | no common name      | Ground Cover            |
| 273. | X           | Verbena species                 | Verbena             | Ground Cover            |
| 274. | X           | Vinca minor                     | Dwarf Periwinkle    | Ground Cover            |
| 275. | o           | Vitis girdiana                  | Desert Wild Grape   | Vine                    |
| 276. | X           | Vulpia myuros 'Zorro'           | Zorro Annual Fescue | Grass                   |
| 277. | W           | Westringia fruticosa            | no common name      | Shrub                   |
| 278. | W           | Xanthorrhoea species            | Grass Tree          | Perennial, Accent shrub |
| 279. | W           | Xylosma congestum               | Shiny Xylosma       | Shrub                   |
| 280. | X           | Yucca Species                   | Yucca               | Shrub                   |
| 281. | o           | Yucca whipplei                  | Yucca               | Shrub                   |

### Approved Plant Palette Qualification Statements for Select Plant Species

- 2. Acacia redolens desert carpet:** May be used in the furthest ½ of the “B” FMZ from the structure, and no closer than 25 feet from the edge of the zone nearest the structure. The plants may be planted with a minimum spacing at 10 feet on center, maximum spacing in meandering zones not to exceed a mature width of 24 feet and mature height of 24 inches. If acacia redolens desert carpet is used in the roadway protection zone, it shall be maintained at a minimum of 25 feet from the curb face. At the time of precise plan review, the mature spacing shall be accounted for.
- 42. Bougainvillea spectabilis (procumbent varieties):** Procumbent to mounding varieties may be used in the mid “B” FMZ. The plants may be planted in groups at 6 feet on center spacing not to exceed eight plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
- 125. Hakea suaveolens:** May be used in the mid “B” FMZ. The plants shall be used as single specimens with mature spacing between plants of 30 feet minimum.
- 132. Heteromeles arbutifolia:** May be used in the mid to lower “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
- 160. Liquidambar styraciflua:** May be used in the mid “B” FMZ. The plant shall be used as single specimens with mature spacing between trees and a 30 foot minimum.
- 223. Quercus berberidifolia:** Additional information may be required as directed by the OCFA unless approved on the plan as shown.
- 224. Quercus dumosa:** May be used in the mid to lower “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
- 234. Rhus ovata & Rhus integrifolia:** May be used in the mid to lower “B” FMZ of inland areas only. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 30 foot minimum.
- 241. Rosmarinus officinalis:** When used as a ground cover, it shall be maintained at 2 feet in height. Additional information may be required as directed by the OCFA.
- 242. Salvia greggii:** Additional information may be required as directed by the OCFA unless approved on the plan as shown.
- 243. Salvia sonomensis:** May be used in the mid to upper “B” FMZ. The plants may be planted in groups of up to 3 plants per group. Mature spacing between individual plants or groups shall be at a 15 foot minimum.

## 2025 California Codes City of Laguna Hills Building Code Amendments

|          |                                                                                                                                                                                           |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Existing | <i>This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.</i>    |
| Revised  | <i>A modified version of the 2022 amendment is being carried forward. Changes in scope or wording are significant relative to the 2022 version, or they may impact regulatory effect.</i> |
| Deleted  | <i>This 2022 amendment is not being carried forward into the 2025 amendment package.</i>                                                                                                  |
| New      | <i>This is a new amendment in the 2025 amendment package.</i>                                                                                                                             |

| 2025 Code Section | 2022 Code Section | TITLE/SUBJECT | JUSTIFICATION/COMMENTS | ACTION |
|-------------------|-------------------|---------------|------------------------|--------|
|-------------------|-------------------|---------------|------------------------|--------|

| BUILDING CODE AMENDMENTS |                     |                                                |                                                                                                                                                                                                                                                                                          |           |
|--------------------------|---------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>104.8</b>             | <i>104.8</i>        | Liability                                      | The provisions of this section shall apply if the Building Official or his/her authorized representative are employees of this jurisdiction and shall also apply if the Building Official or his/her authorized representative are acting under contract as agents of this jurisdiction. | New       |
| <b>105.2(2)</b>          | <i>105.2(2)</i>     | Fences exemption from a permit                 | Maintain the height limit where a fence require a permit to six feet.                                                                                                                                                                                                                    | No Change |
| <b>105.2(9)</b>          | <i>105.2 (9)</i>    | Prefabricated swimming pool less than 18" deep | Exempt permit requirement for 18" or less and 5,000 gallon or less play pool for Residential use.                                                                                                                                                                                        | No Change |
| <b>105.8</b>             | --                  | Reconstruction                                 | If the value of the reconstruction (or renovation) of a building is equal to or exceeds 75 percent of the value of the building, the entire building shall comply with the code provisions for new construction.                                                                         | New       |
| <b>113.1</b>             | <i>113.1</i>        | Board of Appeals                               | Board of Appeals, consisting of City Council/Planning Agency. Depending on subject matter, specialize expertise may be solicited.                                                                                                                                                        | No Change |
| <b>TABLE 1505.1</b>      | <i>TABLE 1505.1</i> | Minimum Roof Covering Classifications          | Amend from Class B/C roofing to Class A                                                                                                                                                                                                                                                  | No Change |
| <b>1505.1.2</b>          | <i>1505.1.2</i>     | Roof Coverings within All Other Areas          | Repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A                                                                                                                                                          | No Change |
| <b>1807.1.6</b>          | <i>1804.1.6</i>     | Foundation Design                              | Prescriptive design of foundation assigned to Seismic Design Category D <sub>2</sub> or E                                                                                                                                                                                                | No Change |
| <b>3109.2</b>            | <i>3109.2</i>       | Pool Safety Act (115922)                       | Include Door alarm into part of fencing requirement                                                                                                                                                                                                                                      | No Change |

| RESIDENTIAL CODE AMENDMENTS |                 |                                            |                                                                           |           |
|-----------------------------|-----------------|--------------------------------------------|---------------------------------------------------------------------------|-----------|
| <b>R105.5.1</b>             | <i>R105.5</i>   | Permit expiration                          | Residential permit expiration from 180 days to 12 months (Codified)       | Deleted   |
| <b>R301.2</b>               | <i>R301.2</i>   | Climatic and Geographic Design Tables      | Filled in values for local conditions                                     | No Change |
| <b>R902.1</b>               | <i>R902.1</i>   | Roofing Covering Material                  | Class A roofing material required when more than 50% of roof is replaced. | No Change |
| <b>R902.1.2</b>             | <i>R902.1.2</i> | Roof Covering in All Other Areas           | Amend from Class B/C roofing to Class A roofing                           | No Change |
| <b>R902.2</b>               | <i>R902.2</i>   | Fire-retardant-treated Shingles and Shakes | Amend from Class B/C roofing to Class A roofing                           | No Change |

# 2025 California Codes City of Laguna Hills Building Code Amendments

|             |                                                                                                                                                                                 |                                    |                                                                   |         |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------------------------------------------|---------|
| Existing    | This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect. |                                    |                                                                   |         |
| Appendix BF | Appendix AH                                                                                                                                                                     | Patio Covers                       | Patio Covers                                                      | Updated |
| Appendix BO | Appendix AJ                                                                                                                                                                     | Existing Buildings                 | Applicable to Existing Single Family Dwellings and Town Homes     | Deleted |
| Appendix CI | Appendix AX                                                                                                                                                                     | Swimming Pools, Spas, and Hot Tubs | Pool and Spa Applicable to Single Family Dwellings and Town Homes | Updated |



## 2025 California Fire Code (CFC) - OCFA Amendment Summary (Not For Adoption)

### Legend

|          |                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Existing | This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.    |
| Revised  | A modified version of the 2022 amendment is being carried forward. Changes in scope or wording are significant relative to the 2022 version, or they may impact regulatory effect. |
| Deleted  | This 2022 amendment is not being carried forward into the 2025 amendment package.                                                                                                  |
| New      | This is a new amendment in the 2025 amendment package.                                                                                                                             |

| 2025 CFC CODE SECTION                         | 2022 Code Section | TITLE/SUBJECT                                                                              | COMMENTS/JUSTIFICATION                                                                                                                                 | STATUS   |
|-----------------------------------------------|-------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>Chapter 1 - Scope &amp; Administration</b> |                   |                                                                                            |                                                                                                                                                        |          |
| 112.4                                         | 112.4             | Violation penalties                                                                        | Clarifies administrative violation process; fines will continue to be based on OCFA adopted fee schedule.                                              | Existing |
| 112.4.2                                       | 112.4.2           | Infraction and misdemeanor                                                                 | Used for purpose of applying penalties under 112.4. Amendment combines definitions of infraction and misdemeanor under one section.                    | Existing |
| <b>Chapter 2 - Definitions</b>                |                   |                                                                                            |                                                                                                                                                        |          |
| 202                                           | 202               | Definitions                                                                                | Definition of "OCFA" and "spark arrester" unchanged.                                                                                                   | Existing |
| <b>Chapter 3 - General Requirements</b>       |                   |                                                                                            |                                                                                                                                                        |          |
| 304.1.2                                       | 304.1.2           | Vegetation                                                                                 | Aligns maintenance to OCFA Guideline C-05 requirements. Reference to Chapter 49 removed and replaced with California Wildland-Urban Interface Code.    | Existing |
| 305.6                                         | 305.6             | Hazardous conditions                                                                       | Prohibits outdoor fires during hazardous weather conditions.                                                                                           | Existing |
| 305.7                                         | 305.7             | Disposal of rubbish                                                                        | Prohibits open burning of trash, leaves, and other debris.                                                                                             | Existing |
| 307                                           | 307               | Open burning, recreational fires, fire pits, fire rings, and outdoor fireplaces            | Administrative change to the section title to include fire pits and fire rings regulated under amendments in 307.6. No change from previous amendment. | Existing |
| 307.6                                         | 307.6             | Outdoor fireplaces, fire pits, fire rings, or similar devices used at Group R occupancies. | Addresses requirements for outdoor fireplaces, fire pits, fire rings at Group R occupancies.                                                           | Existing |
| 307.6.1                                       | 307.6.1           | Gas-fueled devices                                                                         | Prohibits gas fire pits within 3' of R-3 occupancy or 10' of other R occupancies.                                                                      | Existing |
| 307.6.2                                       | 307.6.2           | Devices using wood or fuels other than natural gas or LPG                                  | Prohibits solid fuel within 25' of combustibles unless in a fireplace.                                                                                 | Existing |
| 307.6.2.1                                     | 307.6.2.1         | Where prohibited                                                                           | Prohibits solid fuel fires in a fuel mod zone and in a Wildland-Urban Interface/Wildfire Risk Area, with some exceptions.                              | Existing |
| 324                                           | 324               | Fuel modification requirements for new construction                                        | Codifies requirements for fuel modification (OCFA Guideline C-05) in properties adjacent to areas with combustible vegetation hazards.                 | Existing |
| 325                                           | 325               | Clearance of brush or vegetation growth from roadways                                      | Authorizes clearance of vegetation from edges of roadways to reduce ignition hazard.                                                                   | Existing |

## 2025 California Fire Code (CFC) - OCFA Amendment Summary (Not For Adoption)

### Legend

|          |                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| New      | This is a new amendment in the 2025 amendment package.                                                                                                                             |

| 2025 CFC CODE SECTION                                                                      | 2022 Code Section | TITLE/SUBJECT                                                       | COMMENTS/JUSTIFICATION                                                                                                                                                                                 | STATUS   |
|--------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 326                                                                                        | 326               | Unusual circumstances                                               | Provides for suspension of or alternative methods of compliance with vegetation maintenance standards under specific circumstances.                                                                    | Existing |
| 327.1                                                                                      | 327               | Use of equipment                                                    | Requires use of spark arrester on equipment used in wildfire prone areas.                                                                                                                              | Existing |
| 327.2                                                                                      | 327.1             | Use of equipment and devices generating heat, sparks or open flames | Adopts a modified version of Public Resources Code requirement (30' setback instead of 10') for hazardous activities in wildland risk areas based on the cause of multiple fires in OCFA jurisdiction. | Existing |
| 327.3                                                                                      | 327.2             | Spark arresters                                                     | Requires spark arresters to not be placed or positioned as to prevent ignition of flammable material.                                                                                                  | Existing |
| <b>Chapter 4 - Emergency Planning and Preparedness</b>                                     |                   |                                                                     |                                                                                                                                                                                                        |          |
| 407.5                                                                                      | 407.5             | Hazardous Material Inventory Statement                              | Reference to Hazardous Material Inventory Statement is replaced by "OCFA Guideline G-04" for direction and consistency of reporting.                                                                   | Existing |
| <b>Chapter 5- Fire Service Features</b>                                                    |                   |                                                                     |                                                                                                                                                                                                        |          |
| 501.1                                                                                      | 501.1             | Scope                                                               | Guideline B-01 continues to be referenced for adoption providing guidance on exterior fire access to structures.                                                                                       | Existing |
| 510.1                                                                                      | 510.1             | Emergency responder radio coverage in new buildings                 | Amendment makes reference to new building level of radio coverage and specifies types of buildings where an emergency responder radio system is required.                                              | Existing |
| <b>Chapter 9 - Fire Protection Systems</b>                                                 |                   |                                                                     |                                                                                                                                                                                                        |          |
| 903.2                                                                                      | 903.2             | Where required (Sprinklers)                                         | Requires sprinklers in new buildings based on size. Requires sprinkler retrofit in buildings undergoing addition based on various area criteria. Revised to allow exception for open parking garages.  | Existing |
| 903.2.8                                                                                    | 903.2.8           | Group R (Sprinklers)                                                | Requires sprinkler retrofit in homes undergoing addition or remodel based on various area criteria (city/county specific).                                                                             | Existing |
| 903.3.5.3                                                                                  | 903.3.5.3         | Hydraulically calculated systems                                    | Adds specification for industry standard 10% safety margin to be included in sprinkler calculations.                                                                                                   | Existing |
| <b>Chapter 28 - Lumber yard, agro-industrial, Solid Biomass and Woodworking Facilities</b> |                   |                                                                     |                                                                                                                                                                                                        |          |
| 2801.2                                                                                     | 2801.2            | Permit (Miscellaneous combustible storage)                          | Clarifies operational permit for storage/composting of green waste is a Miscellaneous Combustible Storage permit.                                                                                      | Existing |
| 2808.2                                                                                     | 2808.2            | Storage site                                                        | Requires OCFA approval of site before bringing product to the site.                                                                                                                                    | Existing |

## 2025 California Fire Code (CFC) - OCFA Amendment Summary (Not For Adoption)

### Legend

|          |                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| New      | This is a new amendment in the 2025 amendment package.                                                                                                                             |

| 2025 CFC CODE SECTION                                                    | 2022 Code Section | TITLE/SUBJECT                                         | COMMENTS/JUSTIFICATION                                                                                                                        | STATUS         |
|--------------------------------------------------------------------------|-------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>2808.3</b>                                                            | <b>2803.3</b>     | <b>Size of piles</b>                                  | Reduces the size of piles of combustible materials.                                                                                           | Existing       |
| <b>2808.3.1</b>                                                          | <b>2808.3.1</b>   | <b>Increase in pile or stack size</b>                 | Deletes this section so that increases covered in 2808.3 and other requirements covered in 2808 are not in conflict with this section.        | Revised        |
| <b>2808.4</b>                                                            | <b>2808.4</b>     | <b>Pile separation</b>                                | Requires 20' separation between piles instead of specifically a fire lane; requires 100' separation from other combustible vegetation.        | Existing       |
| <b>2808.7</b>                                                            | <b>2808.7</b>     | <b>Pile fire protection</b>                           | Requires oscillating sprinklers to maintain moisture content and wet down burning/smoldering areas.                                           | Existing       |
| <b>2808.9</b>                                                            | <b>2808.9</b>     | <b>Material-handling equipment</b>                    | Requires approved spark arrester on internal combustion engine equipment.                                                                     | Existing       |
| <b>2808.11</b>                                                           | <b>2808.11</b>    | <b>Temperature control</b>                            | Requires that temperature be monitored and maintained.                                                                                        | Existing       |
| <b>2808.11.1</b>                                                         | <b>2808.11.1</b>  | <b>Pile temperature control</b>                       | Requires rotation of piles above 165 degrees Fahrenheit.                                                                                      | Existing       |
| <b>2808.11.2</b>                                                         | <b>2808.11.2</b>  | <b>New material temperature control</b>               | Regulates acceptance of new piles above 165 degrees Fahrenheit.                                                                               | Existing       |
| <b>2808.12</b>                                                           | <b>2808.12</b>    | <b>Water availability</b>                             | Establishes firefighting water quantity requirements.                                                                                         | Existing       |
| <b>2808.13</b>                                                           | <b>2808.13</b>    | <b>Tipping area</b>                                   | Establishes requirements for new material tipping area configuration and use.                                                                 | Existing       |
| <b>2808.14</b>                                                           | <b>2808.14</b>    | <b>Emergency contact</b>                              | Requires posting of emergency contact info.                                                                                                   | Existing       |
| <b>2808.15</b>                                                           | <b>2808.15</b>    | <b>Maximum grid of piles &amp; rows</b>               | Defining maximum rows of piles and minimum clear space.                                                                                       | Existing       |
| <b>2808.16</b>                                                           | <b>2808.16</b>    | <b>Push-out / clear area</b>                          | Identifying when a push-out area is required for piles.                                                                                       | Existing       |
| <b>Chapter 49 - Requirements for Wildland-Urban Interface Fire Areas</b> |                   |                                                       |                                                                                                                                               |                |
| <b>4903.3</b>                                                            | <b>4903.3</b>     | <b>Fuel Modification Plans</b>                        | Addressed in new Part 7, California Wildland-Urban Interface Code.                                                                            | Deleted - 2025 |
| <b>Chapter 50 - Hazardous Materials</b>                                  |                   |                                                       |                                                                                                                                               |                |
| <b>5001.5.2</b>                                                          | <b>5001.5.2</b>   | <b>Hazardous materials inventory statement (HMIS)</b> | References OCFA's Guideline G-04 instead of a hazardous materials inventory statement.                                                        | Existing       |
| <b>5003.1.1.1</b>                                                        | <b>5003.1.1.1</b> | <b>Extremely hazardous substances</b>                 | Prohibits extremely hazardous substances above disclosable amounts in a residential area.                                                     | Existing       |
| <b>Chapter 56 - Explosives and Fireworks</b>                             |                   |                                                       |                                                                                                                                               |                |
| <b>5608.2</b>                                                            | <b>5608.2</b>     | <b>Firing (fireworks)</b>                             | Requires fireworks shows to be electrically fired.                                                                                            | Existing       |
| <b>5608.3</b>                                                            | <b>5608.3</b>     | <b>Application for permit (fireworks)</b>             | Carries over Title 19 requirement into Fire Code so it can be amended to establish a 100'/inch fallout zone instead of the standard 70'/inch. | Existing       |

## 2025 California Fire Code (CFC) - OCFA Amendment Summary (Not For Adoption)

### Legend

|          |                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| Deleted  | This 2022 amendment is not being carried forward into the 2025 amendment package.                                                                                                  |
| New      | This is a new amendment in the 2025 amendment package.                                                                                                                             |

| 2025 CFC CODE SECTION                    | 2022 Code Section                                                                                                                                                                                                                       | TITLE/SUBJECT                              | COMMENTS/JUSTIFICATION                                                                                                                                                                                                           | STATUS   |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>Chapter 80 - Referenced Standards</b> |                                                                                                                                                                                                                                         |                                            |                                                                                                                                                                                                                                  |          |
| <b>NFPA 13</b>                           |                                                                                                                                                                                                                                         |                                            |                                                                                                                                                                                                                                  |          |
| <b>2025 NFPA 13, 9.2.1.7</b>             | 2022 NFPA 13, 9.2.1.7                                                                                                                                                                                                                   | <b>Concealed spaces</b>                    | Revises section to ensure that the use of noncombustible insulation can be reviewed to prevent conflicts with operational requirements.                                                                                          | Existing |
| <b>9.4.3.1</b>                           | 9.4.3.1                                                                                                                                                                                                                                 | <b>Shell buildings</b>                     | Specifies sprinkler type for spec shell buildings that are not warehouses.                                                                                                                                                       | Existing |
| <b>16.12.3.3</b>                         | 16.12.3.3                                                                                                                                                                                                                               | <b>FDC type</b>                            | Specifies type, location, color of FDC.                                                                                                                                                                                          | Existing |
| <b>NFPA 13D</b>                          |                                                                                                                                                                                                                                         |                                            |                                                                                                                                                                                                                                  |          |
| <b>2025 NFPA 13D, 7.1.2</b>              | 2022 NFPA 13D, 7.1.2                                                                                                                                                                                                                    | <b>Control valves</b>                      | Requires monitoring if a dedicated sprinkler shutoff valve is installed.                                                                                                                                                         | Existing |
| <b>NFPA 24</b>                           |                                                                                                                                                                                                                                         |                                            |                                                                                                                                                                                                                                  |          |
| <b>2025 NFPA 24, 6.2.8.1</b>             | 2022 NFPA 24, 6.2.8.1                                                                                                                                                                                                                   | <b>Indicating valves</b>                   | Specifies that valves controlling firefighting water supplies shall be painted red to facilitate identification by firefighters; provides exception for valves on exterior risers and for a system with only OS&Y shutoff valves | Existing |
| <b>6.2.9 (3 &amp; 5)</b>                 | 6.2.9 (5)                                                                                                                                                                                                                               | <b>Street valves</b>                       | Removes the option of indicating valves in pits and nonindicating roadway stem gate valves.                                                                                                                                      | Revised  |
| <b>10.1.5</b>                            | 10.1.5                                                                                                                                                                                                                                  | <b>Wrapping of underground pipe</b>        | Requires wrapping of pipe with polyethylene sheet in accordance with AWWA standards to inhibit corrosion.                                                                                                                        | Existing |
| <b>10.4.1.1</b>                          | 10.4.1.1                                                                                                                                                                                                                                | <b>Coating of bolted joint accessories</b> | Specifies that stainless steel parts do not need to be coated with asphalt or other corrosion retardant.                                                                                                                         | Existing |
| <b>10.4.1.1.1</b>                        | 10.4.1.1.1                                                                                                                                                                                                                              | <b>Stainless steel bolts</b>               | Requires use of stainless steel bolts with bolted pipe-joint assemblies.                                                                                                                                                         | Existing |
| <b>10.4.3.2</b>                          | 10.4.3.2                                                                                                                                                                                                                                | <b>Pipe termination under foundations</b>  | Requires pipe to terminate near exterior wall; requires single piece stainless steel sweep at riser.                                                                                                                             | Existing |
| <b>Appendices</b>                        |                                                                                                                                                                                                                                         |                                            |                                                                                                                                                                                                                                  |          |
| <b>Appendices B, BB, C, CC, H</b>        | Only 5 of the 18 appendices included in the 2025 Fire Code (B, BB, C, CC, and H) are adopted by the State. OCFA is not proposing adoption of any additional appendices or amendments to them beyond what the State has already adopted. |                                            |                                                                                                                                                                                                                                  |          |

## 2025 California Wildland-Urban Interface Code (CWUIC) - OCFA Amendment Summary (Not For Adoption)

### Legend

|          |                                                                                                                                                                                           |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Existing | <i>This 2022 amendment is being carried forward into 2025 amendment package. Minor editorial/clerical changes may have been made, but they do not have material regulatory effect.</i>    |
| Revised  | <i>A modified version of the 2022 amendment is being carried forward. Changes in scope or wording are significant relative to the 2022 version, or they may impact regulatory effect.</i> |
| Deleted  | <i>This 2022 amendment is not being carried forward into the 2025 amendment package.</i>                                                                                                  |
| New      | <i>This is a new amendment in the 2025 amendment package.</i>                                                                                                                             |

| 2025 CWUIC<br>CODE SECTION                      | 2022 Code<br>Section                                                                                                                                                                                                                                    | TITLE/SUBJECT                  | COMMENTS/JUSTIFICATION                                                                                                    | STATUS   |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------|
| <b>Chapter 6 - Fire Protection Requirements</b> |                                                                                                                                                                                                                                                         |                                |                                                                                                                           |          |
| <b>602.4</b>                                    | <i>CFC 4903.3</i>                                                                                                                                                                                                                                       | <b>Fuel modification plans</b> | Amendment relocated from the deleted CFC Chapter 49 to the new CWUIC Chapter 6 with no changes to the amendment language. | Existing |
| <b>Appendices</b>                               |                                                                                                                                                                                                                                                         |                                |                                                                                                                           |          |
| <b>Appendices F &amp; G</b>                     | Only 2 of the 8 appendices included in the 2025 California Wildland-Urban Interface Code (F & G) are adopted by the State. OCFA is not proposing adoption of any additional appendices or amendments to them beyond what the State has already adopted. |                                |                                                                                                                           |          |



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Kayle McDonald, Deputy City Clerk  
**Issue:** Committee Assignment Report

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

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### **Background:**

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments.

#### [Orange County Transportation Authority \(OCTA\)](#)

##### [Citizens Advisory Committee](#)

Council Member Wheeler

July 15, Regular Meeting

#### [Orange County Older Adults Advisory Commission \(OCAAC\)](#)

Council Member Wheeler

August 9, Executive Committee Meeting

#### [Orange County Mosquito & Vector Control District \(OCMVCD\)](#)

Board of Trustees

Council Member Pezold

July 17, Regular Meeting

August 21, Regular Meeting

[Transportation Corridor Agency \(TCA\)](#)  
[San Joaquin TCA Board of Directors](#)

Joint Board Meeting  
Council Member Pezold  
August 14, Regular Meeting

[California Joint Powers Insurance Authority \(CJPIA\)](#)

Board of Directors  
Mayor Sweeney  
July 23, 2025, Annual Board Meeting

[Village at Laguna Hills Ad-Hoc Committee](#)

Mayor Pro Tempore Caskey and Council Member Mathis

**Fiscal Impact:**

The City does not provide any additional compensation to City Council members for serving on outside agency boards or committees.

**Attachments:**

None



## City of Laguna Hills City Council / Planning Agency Staff Report

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**Date:** August 26, 2025  
**To:** Mayor and Council Members  
**From:** Don Caskey, Mayor Pro Tempore  
Jared Mathis, Council Member  
**Issue:** Village at Laguna Hills Ad Hoc Committee Update

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**Recommendation:** That the City Council:

1. Receive a status report and recommendations from the Village at Laguna Hills Ad Hoc Committee;
2. Direct City staff to begin reviewing and working on Merlone Geier Fund X Laguna Hills, LLC's (MGP) recently filed application requesting Major Project Modifications to the previously approved entitlements and requesting changes to the Development Agreement for the Village at Laguna Hills Mixed-Use Development Project; and
3. Approve a Retainer Agreement with Stradling Yocca Carson & Rauth to re-engage the City's special land use, entitlement, and development agreement counsel for the purpose of representing the City in connection with processing MGP's application requesting Major Project Modifications to the previously approved land use entitlements, negotiating modifications to the Development Agreement, and providing the City with other related special counsel services.

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**Background:**

On April 22, 2022, the City Council adopted Ordinance No. 2022-1 and entered into a Development Agreement ("Agreement") with MGP Fund X Laguna Hills, LLC ("MGP" or "Property Owner") to implement land use entitlements for the redevelopment of the



former Laguna Hills Mall site. On January 6, 2025, the City received a written request from the Property Owner to initiate a process for opening negotiations in connection with its request for Major Project Modifications and changes to the Development Agreement based on dynamic and unprecedented changes in market conditions. MGP's request was presented to the City Council for consideration on April 22, 2025. In response to their request, the City Council directed City staff to engage in preliminary discussions with the Property Owner. Additionally, the City Council also formed an Ad Hoc Committee comprised of Mayor Pro Tem Don Caskey and Council Member Jared Mathis to begin discussions and to facilitate preliminary negotiations with MGP.

## **DISCUSSION:**

In accordance with the defined role of the Ad Hoc Committee, this status report is intended to provide an update on the Committee's initial preliminary discussions with the Property Owner since April 22, 2025. The Committee has met with MGP on several occasions to initially review potential changes to the Development Agreement and to the approved entitlements granted by the City Council in 2022. Each meeting was generally positive and productive as the Property Owner provided the Committee with its vision for repurposing the property based on changed market conditions, along with their conceptual plans, and answered questions from the Committee. Before proceeding further, the Property Owner was informed that the Ad Hoc Committee will provide a status report to the City Council, and that the Council will be requested to provide further direction regarding the next steps in the process based on the Committee's recommendations.

In order for the Ad Hoc Committee to have further discussions and to be able to commence negotiations with MGP regarding changes to the Development Agreement, and to be able to evaluate the economic viability of the proposed Major Project Modifications, City planning staff will need to conduct a more in-depth, technical review of the proposed modifications, retain a qualified expert to conduct an economic analysis, and investigate compliance with City regulatory documents and community standards. Therefore, the Ad Hoc Committee is recommending the following actions by the City Council: 1) Direct City staff to begin reviewing and working on MGP's recently filed application requesting Major Project Modifications to the previously approved entitlements and requesting changes to the Development Agreement for the Village at Laguna Hills Mixed-Use Project; and, 2) Approve a Retainer Agreement with Stradling Yocca Carson & Rauth to re-engage the City's special land use, entitlement, and development agreement counsel for the purpose of representing the City in connection with processing MGP's application requesting Major Project Modifications to the previously approved land use entitlements, negotiating modifications to the

Development Agreement, and providing the City with other related special counsel services.

**Fiscal Impact:**

None. All costs related to staff time, third party consultants and advisors, the city attorney's office, special legal counsel, and environmental review are fully reimbursed to the City by the Property Owner pursuant to a Deposit/Reimbursement Agreement.

**Attachments:**

1. Merlone Geier Partners Letter Request, January 6, 2025
2. City Council Staff Report, April 22, 2025
3. Deposit/Reimbursement Agreement, May 13, 2025
4. Retainer Agreement with Stradling Yocca Carlson & Rauth

January 6, 2025

Jarad Hildenbrand  
City Manager  
City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, California 92653

**Re: Development Agreement (Village at Laguna Hills Mixed Use Project) By and Between City of Laguna Hills (“City”) and MGP Fund X Laguna Hills, LLC (“MGP”), dated April 22, 2022; Request for Initiation of Major Project Modifications**

Mr. Hildenbrand,

The purpose of this letter is to request initiation of Major Project Modifications to the above-referenced Development Agreement (“Original Agreement”)<sup>1</sup>. As defined in the Original Agreement, the term “Major Project Modifications” includes, among other things, the Development of more than five Residential Buildings, the Development of less than 230,000 square feet of space within Retail Buildings, and relocation of any building to a location other than what was projected on the Site Plan. MGP proposes a series of changes to the Development Plan in response to prevailing economic and market conditions necessary for redevelopment of the Property. The requested Major Project Modifications are the result of dynamic and unprecedented changes in market conditions, including lingering effects of the COVID-19 pandemic, the increase in remote work, and shopper preferences for online retail. As further described below, we are confident the Major Project Modifications will result in a successful project that yields the same benefits for the community contemplated in the Original Agreement, along with more diverse housing offerings and an additional hotel to yield increased revenues for the City.

***Summary of the Proposed Major Project Modifications***

MGP proposes a series of modifications to the Development Plan that will reduce office and retail and add new housing types and an additional hotel to the Property. A proposed modified Site Plan and associated Project summary is attached here as Attachment 1. Generally, the proposed modifications to the Development Plan are as follows:

- **Housing:** MGP proposes to reduce the total number of approved units from 1,500 to 1,456. The 1,456 units would include a combination of multifamily units (as previously approved), townhomes, and single-family detached units. The addition of townhouses and single-family detached units will provide additional housing options for Laguna Hills residents. We are aware that such housing optionality is a key concern for many City residents.

---

<sup>1</sup> Capitalized terms used in this letter have the meanings assigned in the Original Agreement unless otherwise stated.

- Second Hotel: The Original Agreement contemplates a single hotel of between 100-150 rooms. MGP proposes to add a second hotel to the Project. The second hotel would increase the total number of hotel rooms throughout the project (combined between the two hotels) to 225 rooms and would be a substantial driver of additional City tax revenue.
- Office: The office component would be eliminated from the Development Plan. The removal of the office component is in response to market demand, and the additional space resulting from its removal will allow for the introduction of alternative housing types and the second hotel.
- Affordable Housing: The Original Agreement contemplates that the Project will include 200 below-market-rate (BMR) units as inclusionary housing spread across market rate multifamily buildings. Under this scenario, the BMR units will not be delivered unless and until the market rate buildings are constructed. The proposed modification is for MGP to transfer a development-ready pad to either the City or an affordable housing developer to build a standalone affordable building for 200 BMR units. Transfer of the pad would allow for the realization of all BMR units simultaneously, as opposed to the units coming online piecemeal over the term of the Original Agreement. Further, clustering these units together increases the potential to maximize affordable housing opportunities for seniors and veterans as contemplated by the Original Agreement.
- Retail: The revised Development Plan would include approximately 150,000 square feet of retail use, and no longer includes a previously-contemplated second-story cinema. The revised Site Plan calls for more experiential retail, with restaurants and shops clustered around a relocated Village Park that will be prominently visible from El Toro Road and the adjacent medical facilities.
- Parking Structures: Parking structures that were primarily intended to serve the office and theater would be eliminated from the Development Plan. As with removal of the office component, removal of the parking structures allows for more advantageous use of the site, including for alternative housing types and the second hotel.

### ***Request for the City Council***

MGP intends to submit entitlement applications to the City in January for approval of the modifications to the Project as described above. Because the Original Agreement must also be amended to account for these changes as Major Project Modifications, we respectfully request that the Council authorize the City Manager and the City Attorney to engage in related negotiations with MGP. Upon the conclusion of such negotiations, staff's review of entitlement applications, and the completion of any required California Environmental Quality Act analysis, staff would bring the applications and a proposed First Amendment to the Original Agreement to the Council for its independent consideration.

We appreciate your consideration of this request and look forward to continued collaborative discussions.

Sincerely,

A handwritten signature in black ink, appearing to read "James Gwilliam". The signature is fluid and cursive, with a large initial "J" and a stylized "G".

James Gwilliam  
MGP Fund X Laguna Hills, LLC

cc: Gregory E. Simonian  
City Attorney - City of Laguna Hills  
Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, California 92626

---

Attachment 1

(Proposed Site Plan and Development Summary)



OVERALL SITE AREA: ±67.11 ac

I - RETAIL/RESTAURANT/HOSPITALITY

|                                             |            |
|---------------------------------------------|------------|
| Retail Site Area                            | ±21 ac     |
| (E)Restaurant Pad 1 (BJ's)                  | 10,125 sf  |
| (E)Restaurant Pad 2 (In & Out and Kingfish) | 12,970 sf  |
| Pad 1                                       | 7,500 sf   |
| Pad 2                                       | 8,000 sf   |
| Pad 3                                       | 6,000 sf   |
| Pad 4                                       | 6,600 sf   |
| Pad 5 (In Village Park)                     | 5,000 sf   |
| Pad 6 (In Village Park)                     | 7,600 sf   |
| Pad 7 (In Village Park)                     | 5,400 sf   |
| Pad 8 (In Village Park)                     | 8,000 sf   |
| Anchor 1                                    | 28,000 sf  |
| Anchor 2                                    | 35,000 sf  |
| Shops A                                     | 10,000 sf  |
| Total Retail                                | 150,195 sf |

|                                               |            |
|-----------------------------------------------|------------|
| Hotel Site Area                               | ±5 ac      |
| Hotel 1 - (4 Levels) - (105 keys) - (±2.5 ac) | 70,200 sf  |
| Hotel 2 - (4 Levels) - (120 keys) - (±2.5 ac) | 69,800 sf  |
| Total Hotel                                   | 140,000 sf |

II - RESIDENTIAL

|                                                         |             |
|---------------------------------------------------------|-------------|
| For Rent Multifamily Residential Area                   | ±12.1 ac    |
| North Residential - (6 Levels) - (±3.4 ac)              | 250 Units   |
| Central Residential - (6 Levels) - (±2.9 ac)            | 258 Units   |
| Central Affordable Residential - (4 Levels) - (±1.9 ac) | 200 Units   |
| South Residential - (6 Levels) - (±3.9 ac)              | 313 Units   |
| Subtotal                                                | 1,021 Units |

|                                      |             |
|--------------------------------------|-------------|
| For Sale Residential (TH + SFD) Area | ±28.64 ac   |
| Lot 1 - UA Towns (TH) - (2.04 ac)    | 30 Units    |
| Lot 2 - UA Towns (TH) - (2.8 ac)     | 46 Units    |
| Lot 3 - UA Towns (TH) - (2.2 ac)     | 34 Units    |
| Lot 4 - UA Split (TH) - (7.5 ac)     | 148 Units   |
| Lot 5 - UA Split (TH) - (2.1 ac)     | 30 Units    |
| Lot 6 - UA Paseo (SFD) - (7.5 ac)    | 87 Units    |
| Lot 7 - UA MR2 (TH) - (4.5 ac)       | 60 Units    |
| Subtotal                             | 435 Units   |
| Total (Multi Residential, SFD & TH)  | 1,456 Units |

III-PARKING SUMMARY

| Parking Required              | Requirement | Req'd        |
|-------------------------------|-------------|--------------|
| Retail (150,195 sf)           | 4.5/1000 sf | 676 stalls   |
| Hotel (225 keys)              | 1/key       | 225 stalls   |
| TH Guest parkings             |             | 105 stalls   |
| Total Parking Spaces Required |             | 1,006 stalls |

|                                            |              |
|--------------------------------------------|--------------|
| Total Retail Parking Spaces Provided       | 1,204 stalls |
| Total Hotels 1 & 2 Parking Spaces Provided | 225 stalls   |
| Total TH Guest Parking Provided            | 105 stalls   |
| TOTAL SURFACE PARKING PROVIDED             | 1,534 stalls |



MerloneGeier  
Partners

# THE VILLAGE AT LAGUNA HILLS

SITE DESIGN - UPPER LEVEL

Laguna Hills, CA

12/19/2024

SD  
1.00





## City of Laguna Hills City Council / Planning Agency Staff Report

---

**Date:** April 22, 2025  
**To:** Mayor and Council Members  
**From:** Jarad Hildenbrand, City Manager  
**Issue:** Request by Merlone Geier Partners for Initiation of Proposed Major Project Modifications to the Village at Laguna Hills Development Agreement and Formation of Ad Hoc Committee

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**Recommendation:** That the City Council:

- 1) Receive a presentation by Merlone Geier Partners regarding their request for initiation of Major Project Modifications to the Development Agreement for the Village at Laguna Hills Mixed-Use Project;
  - 2) Review and provide direction to staff on whether to engage in negotiations with MGP Fund X Laguna Hills, LLC ("MGP") regarding the proposed Major Project Modifications to the Development Agreement for the Village at Laguna Hills Mixed-Use Project; and
  - 3) Consider the formation of an Ad Hoc Committee comprised solely of two members of the City Council (less than a quorum) to help facilitate the requested negotiations and to make recommendations to the City Council.
- 

**Background:**

On January 6, 2025, the City received a request from MGP Fund X Laguna Hills, LLC ("MGP") seeking to initiate negotiations on proposed Major Project Modifications to the existing Development Agreement for the Village at Laguna Hills Mixed-Use Project (Attachment 1). According to MGP, these requested modifications reflect shifts in economic and market conditions and would require amendments to the Development Agreement approved on April 22, 2022.



MGP's request was originally scheduled for initial review and consideration by the City Council at the January 28, 2025, City Council regular meeting. However, due to Mayor Pro Tempore Caskey's medical emergency, the item was postponed to ensure full Council participation in the initial decision-making process.

The City Council is now asked to consider whether to direct negotiations with MGP regarding the proposed Major Project Modifications and to establish an Ad Hoc Committee to facilitate the negotiation process.

### **Summary of Proposed Major Project Modifications**

MGP's proposed modifications include:

- Housing Adjustments: Reduction in total units from 1,500 to 1,456, with the inclusion of townhomes and single-family detached units to diversify housing options.
- Addition of a Second Hotel: Increasing total hotel rooms from 100–150 to 225.
- Office Component Removal: Eliminating office space due to decreased market demand.
- Affordable Housing Strategy: Transferring a development-ready pad to the City or an affordable housing developer for the construction of 200 below-market-rate units, allowing simultaneous delivery rather than phased completion.
- Retail Adjustments: Reducing retail space to 150,000 square feet, eliminating the second-story cinema, and shifting to experiential retail clustered around a relocated Village Park.
- Parking Structures: Removing previously planned parking structures for office and theater uses, reallocating space for residential and hospitality purposes.

### **Key Considerations Under the Development Agreement**

MGP's request qualifies as a Major Project Modification under the Development Agreement, meaning:

1. City's Sole Discretion Over Major Project Modifications (Section 12.3)
  - a. The City alone has the right to approve, conditionally approve, or deny any Major Project Modification proposed by MGP.
  - b. MGP waives any legal right to force City approval under California law or the Zoning Code.
  - c. Any review of modifications will be based on the rules in effect when MGP

submits a complete application.

2. Mutual Consent Required for a development agreement Amendment (Section 13)
  - a. If negotiations proceed, both parties must formally agree to amend the Development Agreement.
  - b. Any formal amendment must follow City procedures and require City Council approval.

### **Implications for the MGP Proposal**

- The City is not obligated to approve MGP's request for modifications.
- Even if the City agrees to negotiate, it retains the right to reject, modify, or impose conditions on the proposed changes.
- If negotiations result in an agreement, both the City and MGP must formally approve an amendment to the Development Agreement.

### **Ad Hoc Advisory Committee for Negotiations**

Given the complexity and significance of the proposed modifications, if the City Council elects to proceed with negotiations, staff recommends that the City Council establish an Ad Hoc Committee to help facilitate negotiations with MGP.

A Hoc Advisory Committees:

- Ad Hoc Advisory Committee comprised solely of no more than 2 members of the City Council (less than quorum).
- Ad hoc must have a defined task or defined subject matter to review/evaluate/research and report back to Council on.
- Must be of limited duration.
- Must report back to Council its findings/recommendations after studying a defined issue.

Role of the Ad Hoc Committee:

- Composed solely of two Council Members (less than a quorum), appointed by the City Council.
- Serves as a liaison between City staff, MGP, and the full Council.
- Provides guidance and input on policy priorities, financial considerations, and public benefits.

- Reviews potential trade-offs and conditions related to land use, public amenities, and fiscal impacts.
- Studies the issue, reports back and provides recommendations to the City Council.

**Purpose and Structure:**

- The Ad Hoc Committee will not have decision-making authority but will report back to the full Council.
- The Committee will sunset upon completion of negotiations and Council action on any amendments.
- If negotiations move forward, regular updates will be provided by the Ad Hoc Committee to the full Council.

**City Council Direction Requested**

Staff requests City Council direction on:

1. Whether to initiate and engage in negotiations with MGP regarding the proposed Major Project Modifications as requested by MGP.
2. Whether to establish an Ad Hoc Committee to facilitate the negotiations and to report back to the City Council with recommendations.

**Fiscal Impact:**

If the City Council elects to proceed with initiating negotiations, all associated costs—including staff time, consultant fees, legal expenses, and required studies—shall be fully paid for by MGP.

Before any work begins, MGP must enter into a Deposit and Reimbursement Agreement, which will ensure that:

- The City incurs no financial burden from MGP's requested modifications.
- All costs related to staff time, third-party consultants, special legal counsel, and environmental analysis (if required) are paid by MGP.
- MGP submits an initial deposit to cover anticipated costs, with provisions for replenishment as expenses are incurred.

No work will commence, and no City resources will be expended, until:

- The Deposit and Reimbursement Agreement is fully executed and initial deposit funds are received.
- The City reserves the right to pause/terminate negotiations if MGP fails to timely maintain the required deposit balance.
- The Deposit and Reimbursement Agreement will be prepared by the City Attorney.

**Attachments:**

1. January 6, 2025 MGP Letter to J. Hildenbrand
2. Village at Laguna Hills 2025 Site Plan

January 6, 2025

Jarad Hildenbrand  
City Manager  
City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, California 92653

**Re: Development Agreement (Village at Laguna Hills Mixed Use Project) By and Between City of Laguna Hills (“City”) and MGP Fund X Laguna Hills, LLC (“MGP”), dated April 22, 2022; Request for Initiation of Major Project Modifications**

Mr. Hildenbrand,

The purpose of this letter is to request initiation of Major Project Modifications to the above-referenced Development Agreement (“Original Agreement”)<sup>1</sup>. As defined in the Original Agreement, the term “Major Project Modifications” includes, among other things, the Development of more than five Residential Buildings, the Development of less than 230,000 square feet of space within Retail Buildings, and relocation of any building to a location other than what was projected on the Site Plan. MGP proposes a series of changes to the Development Plan in response to prevailing economic and market conditions necessary for redevelopment of the Property. The requested Major Project Modifications are the result of dynamic and unprecedented changes in market conditions, including lingering effects of the COVID-19 pandemic, the increase in remote work, and shopper preferences for online retail. As further described below, we are confident the Major Project Modifications will result in a successful project that yields the same benefits for the community contemplated in the Original Agreement, along with more diverse housing offerings and an additional hotel to yield increased revenues for the City.

***Summary of the Proposed Major Project Modifications***

MGP proposes a series of modifications to the Development Plan that will reduce office and retail and add new housing types and an additional hotel to the Property. A proposed modified Site Plan and associated Project summary is attached here as Attachment 1. Generally, the proposed modifications to the Development Plan are as follows:

- Housing: MGP proposes to reduce the total number of approved units from 1,500 to 1,456. The 1,456 units would include a combination of multifamily units (as previously approved), townhomes, and single-family detached units. The addition of townhouses and single-family detached units will provide additional housing options for Laguna Hills residents. We are aware that such housing optionality is a key concern for many City residents.

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<sup>1</sup> Capitalized terms used in this letter have the meanings assigned in the Original Agreement unless otherwise stated.

- Second Hotel: The Original Agreement contemplates a single hotel of between 100-150 rooms. MGP proposes to add a second hotel to the Project. The second hotel would increase the total number of hotel rooms throughout the project (combined between the two hotels) to 225 rooms and would be a substantial driver of additional City tax revenue.
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- Parking Structures: Parking structures that were primarily intended to serve the office and theater would be eliminated from the Development Plan. As with removal of the office component, removal of the parking structures allows for more advantageous use of the site, including for alternative housing types and the second hotel.

### ***Request for the City Council***

MGP intends to submit entitlement applications to the City in January for approval of the modifications to the Project as described above. Because the Original Agreement must also be amended to account for these changes as Major Project Modifications, we respectfully request that the Council authorize the City Manager and the City Attorney to engage in related negotiations with MGP. Upon the conclusion of such negotiations, staff's review of entitlement applications, and the completion of any required California Environmental Quality Act analysis, staff would bring the applications and a proposed First Amendment to the Original Agreement to the Council for its independent consideration.

We appreciate your consideration of this request and look forward to continued collaborative discussions.

Sincerely,



James Gwilliam  
MGP Fund X Laguna Hills, LLC

cc: Gregory E. Simonian  
City Attorney - City of Laguna Hills  
Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, California 92626



---

Attachment 1

(Proposed Site Plan and Development Summary)



OVERALL SITE AREA: ±67.11 ac

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|                                             |            |
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| Total Retail                                | 150,195 sf |

|                                               |            |
|-----------------------------------------------|------------|
| Hotel Site Area                               | ±5 ac      |
| Hotel 1 - (4 Levels) - (105 keys) - (±2.5 ac) | 70,200 sf  |
| Hotel 2 - (4 Levels) - (120 keys) - (±2.5 ac) | 69,800 sf  |
| Total Hotel                                   | 140,000 sf |

II - RESIDENTIAL

|                                                         |             |
|---------------------------------------------------------|-------------|
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| Subtotal                                                | 1,021 Units |

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| Subtotal                             | 435 Units   |
| Total (Multi Residential, SFD & TH)  | 1,456 Units |

III-PARKING SUMMARY

| Parking Required                           | Requirement | Req'd        |
|--------------------------------------------|-------------|--------------|
| Retail (150,195 sf)                        | 4.5/1000 sf | 676 stalls   |
| Hotel (225 keys)                           | 1/key       | 225 stalls   |
| TH Guest parkings                          |             | 105 stalls   |
| Total Parking Spaces Required              |             | 1,006 stalls |
| Total Retail Parking Spaces Provided       |             | 1,204 stalls |
| Total Hotels 1 & 2 Parking Spaces Provided |             | 225 stalls   |
| Total TH Guest Parking Provided            |             | 105 stalls   |
| TOTAL SURFACE PARKING PROVIDED             |             | 1,534 stalls |





## **DEPOSIT/REIMBURSEMENT AGREEMENT**

THIS DEPOSIT/REIMBURSEMENT AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 13<sup>th</sup> day of May, 2025 (hereinafter "Effective Date"), by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and MGP FUND X LAGUNA HILLS, LLC, a Delaware Limited Liability Company (hereinafter referred to as "Developer" or "Owner"). City and Developer are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

### **RECITALS**

- A. On March 8, 2022, the City adopted Resolution No. PA2022-03-08-2 conditionally approving Case No. USE-010-2019, consisting of a Site Development Permit, a Precise Plan, a Master Sign Program, a Vesting Tentative Tract Map, a Parking Use Permit, a Conditional Use Permit for a Hotel, and a Conditional Use Permit for a health club (the "Existing Development Approvals") for the continued redevelopment of the former Laguna Hills Mall site (the "Property") as a mixed use project including multifamily residential, retail, a restaurant, a cinema, a health club, office space, a hotel, a privately owned park, and open space area, along with parking spaces (the "Village at Laguna Hills Project" or "Project"). City and Developer subsequently entered into that certain Development Agreement, dated April 22, 2022, with respect to the Project (the "Development Agreement"). The City evaluated the Project's environmental impacts for purposes of the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq., "CEQA") and adopted Resolution No. PA2022-03-08-1 on March 8, 2022 adopting the Fifth Addendum to the City of Laguna Hills 2009 Program Environmental Impact Report for the Project.
- B. Developer now proposes to modify the Project and to seek the City's approval of amendments to the Existing Development Approvals and/or new or additional land use entitlements, which may include, without limitation, (i) an amended Precise Plan; (ii) an amended Site Development Permit; (iii) a Vesting Tentative Tract Map; (iv) a Conditional Use Permit to authorize a second hotel; and (v) an updated Master Sign Program (together the "2025 Project Refinement Approvals"). In addition, certain legislative actions have been requested or could be necessary to facilitate and implement the contemplated 2025 Project Refinement Approvals, including, without limitation, adoption of one or more amendments to the City's Urban Village Specific Plan ("UVSP") and/or the negotiation and adoption of an amended, amended and restated, or new development agreement (collectively, potential "Legislative Actions"). If the City considers the 2025 Project Refinement Approvals and related Legislative Actions, it must also review them pursuant to the provisions of the California Environmental Quality Act ("CEQA") and pursuant to an economic impact analysis.
- C. City regulations require applicants for development projects to reimburse the City for the actual fees and costs incurred by the City in conjunction with the City's review,

evaluation, and processing of land use applications and reviewing proposed projects pursuant to the provisions of CEQA.

- D. The purpose of this Agreement is to set forth the terms pursuant to which Developer will reimburse City for all fees and costs incurred by City in evaluating, negotiating, processing, preparing, and considering: the 2025 Project Refinement Approvals; any and all related requested or necessary Legislative Actions; the necessary environmental review pursuant to CEQA; the resolutions, ordinances, and/or land use plan documents for any required Legislative Actions; an economic impact analysis; and the same for potential future City Council consideration.

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

### **AGREEMENT**

1. Incorporation of Recitals. The Parties agree that the Recitals above constitute the factual basis upon which City and Developer have entered into this Agreement. City and Developer each acknowledge the accuracy of the Recitals and agree that the Recitals are hereby incorporated into this Agreement.
2. No Waiver of City's Discretionary Authority. Developer and City acknowledge and agree that the Planning Agency and City Council retain all discretion granted to them under law in considering the 2025 Project Refinement Approvals and all related requested or necessary Legislative Actions and that nothing in this Agreement is intended to limit their discretionary powers or waive any third-party procedural due process rights.
3. Reimbursement by Developer. In addition to the payment by Developer of all of City's standard development processing fees and other user fees, rates, and charges established by the City for municipal services, Developer shall reimburse City for all other fees and costs incurred by the City on or after April 22, 2025 in conjunction with City's review, evaluation, and processing of the 2025 Project Refinement Approvals and all related requested or necessary Legislative Actions, as well as for all other fees and costs incurred by City related to: (1) City's evaluation of the economic implications of the proposed Project modifications and preparation of an economic impacts analysis; (2) City's performance of any necessary environmental review pursuant to CEQA; (3) City's research and preparation of the resolutions, ordinances, and/or land use planning documents for any required Legislative Actions, (4) City's negotiation, drafting, and preparation of an amended, amended and restated, or new development agreement; and (5) City's processing and noticing of the 2025 Project Refinement Approvals and related Legislative Actions for potential future City Council consideration (collectively, the "Reimbursable Costs"). Reimbursable Costs may include, without limitation, the following: City staff time and apportioned overhead costs; fees, costs, and expenses of the City Attorney's office at its contracted professional hourly rates, any special counsel

retained by the City, and any other consultants or advisors retained by the City, pursuant to the terms of the agreements between City and such other attorneys, consultants and advisors at the time such fees and expenses are incurred; costs to conduct, attend, and/or participate in any community meetings or other forms of community outreach regarding the proposed Project modifications; costs of any notices; printing costs; and any and all other actual costs and expenses reasonably incurred by the City with respect to evaluating and processing the proposed Project modifications.

4. Deposit. Within five (5) business days following the Effective Date of this Agreement, Developer shall provide City with a deposit of Fifty Thousand Dollars (\$50,000.00), in immediately available funds ("Deposit"). If City determines, in its sole discretion, that additional funds are anticipated to be needed to reimburse the City for Reimbursable Costs reasonably incurred by City, City shall make a written request to Developer for one or more additional deposits ("Additional Deposits"), and Developer, if it determines in its sole discretion that it wishes to proceed further with City consideration of the proposed Project modifications, shall promptly provide payment to City. The City Manager may direct City staff and consultants to suspend all work related to the 2025 Project Refinement Approvals and related Legislative Actions until any additional amounts so demanded have been received by the City. The Deposit and any Additional Deposits are hereafter referred to, collectively, as the "Deposit Funds." City shall use the Deposit Funds solely for the purpose of paying Reimbursable Costs, shall maintain invoices and records sufficient to reasonably verify that the Deposit Funds have been spent on Reimbursable Costs, and shall, upon Developer's request, provide an accounting of all Reimbursable Costs, which Developer agrees will be conclusive, in the absence of manifest error.
5. Use of Deposit Funds. City may draw upon the Deposit Funds to pay Reimbursable Costs. Developer acknowledges and agrees that any fees or costs related to this Agreement are separate and distinct from the fees and costs Developer is already legally obligated to pay pursuant to Resolution Nos. No. PA2022-03-08-1 and PA2022-03-08-2 and the Development Agreement or may become legally obligated to pay pursuant to any conditions of approval of the 2025 Project Refinement Approvals or any amended, amended and restated, or new development agreement.
6. Project Account. City shall establish a separate account (the "Modified VALH Project Account") to administer the Deposit Funds provided by Developer pursuant to this Agreement. The Deposit Funds and the Modified VALH Project Account shall be used for no other purpose than the payment of Reimbursable Costs.
7. Indemnity. Developer agrees to protect, defend, indemnify and hold harmless the City, its elected and appointed officers and officials, agents, employees and volunteers ("City Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) (collectively, "Claims and Actions"), arising out of the performance of this Agreement, City's consideration and/or processing of the 2025



Project Refinement Approvals and all related Legislative Actions, or the warranties or representations of Applicant set forth in this Agreement, except for any such claim arising out of the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees or volunteers. In addition, Developer acknowledges and agrees that, in the event the City Council and Planning Agency approve any of the 2025 Project Refinement Approvals and/or related Legislative Actions, as a condition of such approval City will require Developer to protect, defend, indemnify, and hold harmless City Indemnitees from and against any and all Claims and Actions brought against the City Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of, or any permit or approval issued by, the City Indemnitees for, in connection with, or concerning the approval of such 2025 Project Refinement Approvals and/or any related Legislative Actions, and Developer hereby waives its rights to, and agrees not to, challenge the imposition of such an indemnification provision.

8. No Inducement. Developer declares and represents that no promise, inducement or agreement not herein expressed has been made to it and that this Agreement contains the entire agreement between and among the Parties, and that the terms of this Agreement are contractual and not a mere recital. This Agreement is entered into knowingly, freely, intelligently, and voluntarily by the Parties, without any duress, or coercion. The Parties have had a full opportunity to review and consider the matter prior to executing this Agreement. The Parties fully acknowledge that they also have had a full opportunity to discuss its contents with their respective representatives.
9. Validity. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against the public policy or otherwise, the invalidity shall not affect other provisions or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are declared to be severable.
10. Amendment. This Agreement may be modified or amended only by a written document executed by both Developer and City and approved as to form by the City Attorney.
11. Waiver. No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.
12. Attorney's Fees. In the event of the bringing of any action or suit by either Party hereto against the other Party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorney's fees.
13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Orange, California.

- If to City: City of Laguna Hills  
Attn: City Manager  
24035 El Toro Road  
Laguna Hills, California 92653
- With a copy to: Gregory E. Simonian  
City Attorney - City of Laguna Hills  
Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, California 92626
- If to Developer: MGP Fund X Laguna Hills, LLC  
Attn.: Bradley A. Geier, Chairman  
  
4365 Executive Drive, Suite 1400  
San Diego, California 92130
- With a copy to: Matthew S. Gray  
Perkins Coie LLP  
505 Howard Street, Suite 1000  
San Francisco, CA 94105

- 5



written request from Developer, return the then-unexpended Deposit Funds to Developer, without interest, less an amount equal to any Reimbursable Costs incurred by City, or that City has otherwise committed to pay, but which have not yet been so paid. If the amount of such Reimbursable Costs exceeds the then-unexpended Deposit Funds, Developer shall pay City the difference within forty-five (45) days of receipt of written notice from City of the amount owed.

18. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.
19. Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.
20. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

*[SIGNATURES ON NEXT PAGE]*

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

**"CITY"**

**City of Laguna Hills,**  
a California municipal corporation

Date: 5/13/25

  
\_\_\_\_\_  
JARAD HILDENBRAND,  
City Manager

ATTEST:

  
\_\_\_\_\_  
(SEAL)  
JENNIFER LEE,,  
City Clerk

APPROVED AS TO FORM:

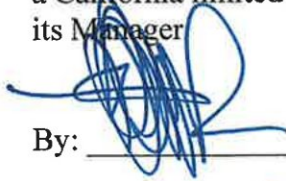
  
\_\_\_\_\_  
GREGORY E. SIMONIAN,  
City Attorney

**"DEVELOPER"**

**MGP FUND X LAGUNA HILLS, LLC,**  
a Delaware Limited Liability Company

By: Merlone Geier X, LLC,  
a California limited liability company  
its Manager

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: Scott McPherson  
Title: Executive Managing Director

**TERMS OF RETENTION  
OF  
STRADLING YOCCA CARLSON & RAUTH**

This agreement (the "Retention Agreement") is dated and is effective as of August 26, 2025, by and between the City of Laguna Hills ("City") and the law firm of Stradling Yocca Carlson & Rauth (the "Firm").

1. **Background.** On March 8, 2022, the City adopted Resolution No. PA 2022-03-08-2 conditionally approving Case No. USE-010-2019, consisting of a Site Development Permit, Precise Plan, a Master Sign Program, Vesting Tentative Tract Map, Parking Use Permit, Conditional Use Permit for a hotel, and Conditional Use Permit for a health club (collectively, the "Development Approvals") for the continued redevelopment of the former Laguna Hills Mall site as a mixed-use project including multifamily residential; retail; a restaurant, cinema, and health club; office space; a hotel; a privately owned park; and open space area, along with parking spaces (the "Project"). City and MGP Fund X Laguna Hills, LLC, ("Developer") subsequently entered into that certain Development Agreement dated April 22, 2022, with respect to the Project (the "Development Agreement"). The City evaluated the Project's environmental impacts for purposes of the California Environmental Quality Act (Pub. Resources Code, §§ 21000 ET SEQ., "CEQA") and adopted Resolution No. PA2022-03-08-1 on March 8, 2022, adopting the Fifth Addendum to the City of Laguna Hills 2009 Program Environmental Impact Report for the Project.

Developer has now proposed to modify the Project and to seek the City's approval of amendments to the Development Approvals and/or new or additional land use entitlements, which may include, without limitation, (i) an amended Precise Plan; (ii) an amended Site Development Permit; (iii) a Vesting Tentative Tract Map; (iv) a Conditional Use Permit to authorize a second hotel; and (v) an updated Master Sign Program (collectively, the "2025 Project Refinement Approvals"). In addition, certain legislative actions (collectively, "Legislative Actions") have been requested or could be necessary to facilitate and implement the contemplated 2025 Project Refinement Approvals, including, without limitation, adoption of one or more amendments to the City's Urban Village Specific Plan and/or the negotiation in adoption of an amended, amended and restated, or new development agreement. Any consideration by the City of the 2025 Project Refinement Approvals and related Legislative Actions must include a review pursuant to CEQA provisions and an economic impact analysis.

City is retaining the Firm for the purpose of representing the City in connection with negotiations of the above referenced matters including any resulting modifications in land use entitlements and/or modification to the Development Agreement, as well as any supplemental services requested from time to time by the City (the "Scope of Services").

2. **Fees and Costs.** The Firm is compensated for its services based on the time spent performing them. Such compensation may include the time spent on client conferences, travel, research, drafting documents, and other activities. The amount of fees charged on a statement is determined by the hours expended by the different attorneys and other professional personnel involved and the applicable rates as shown in the hourly rate schedule attached as Exhibit A and incorporated herein by reference. The hourly rates provided in Exhibit A are the discounted rates the Firm charges for public agencies on land use matters. Such rates may change from time-to-time but no increases in excess of 2% per annum shall be implemented without the written consent of the City Council.

The Firm also charges for various costs such as copying, telephone charges, computerized legal research, word processing and/or other computer time, overtime costs, messenger services, travel,

filing fees and other costs. Bills for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees.

3. **Termination.**

a. **Termination by the Firm.** The Firm reserves the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this Retention Agreement, or cooperate fully or follow our advice on any material matter, or any fact or circumstance that would, in the Firm's view, render continuing representation unlawful or unethical. In such event, the City will (i) take all steps necessary to terminate the Firm's obligations hereunder, including the execution of any documents necessary to complete withdrawal of the Firm as counsel,

b. **Termination by City.** We understand that we serve at the pleasure of the City and this Retention Agreement may be terminated by City at any time, with or without cause, upon ten (10) days written notification to the Firm. In the event that our services are terminated prior to completion of the engagement, fees and costs incurred prior to the effective date of termination shall be due and payable.

In the event of termination by either party hereunder, the City shall be responsible for payment of fees for all services rendered by the Firm through the date of termination, as well as any costs and/or expenses paid or incurred on City's behalf.

4. **Date of Termination.** Our representation of City will be considered terminated at the earlier of (i) your termination of our representation, (ii) our withdrawal from our representation of you, or (iii) the substantial completion of our substantive work for you.

5. **Related Activities.** If any claim or action is brought against the Firm or any personnel or agents of the Firm based on your negligence or misconduct, or if the Firm is asked to testify as a result of our representation of City, or defend the confidentiality of City's communications in any proceeding, City agrees to pay the Firm for any resulting fees, costs, or damages, attorneys fees and costs, even if the Firm's representation of City has terminated.

6. **No Guarantee of Outcome.** The Firm does not and cannot guarantee any outcome in a matter.

7. **Insurance.** We hereby advise you that this Firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to City with limits of at least five million dollars (\$5,000,000). Evidence of such insurance will be provided upon request.

8. **Client.** The Firm's client for the purpose of our representation is only the City of Laguna Hills through its City Council. Unless expressly agreed, the Firm is not undertaking the representation of any other related or affiliated person or entity, nor any parent, brother-sister, subsidiary, or affiliated corporation or entity, nor any of City's officers, directors, agents, or employees.

9. **Client File and Retention.** For each matter the Firm maintains a file in which the Firm places certain documents and items, including original documents, that are reasonably necessary to the Firm's representation in the matter. The Firm currently keeps each file for seven years after a matter concludes. The file belongs to the client and, subject to any protective order or non-disclosure agreement, the client may request to take possession of it once the matter concludes. Should all or any portion of the file become the subject of a subpoena, discovery request or other disclosure obligation ("Legal Process") while in the Firm's possession, including after the matter concludes, City agrees to pay the Firm's then-prevailing hourly rates and costs that the Firm incurs in connection with the Legal Process.

10. **Payment Notwithstanding Dispute.** In the event of any dispute that relates to the Firm's entitlement to any payment from City, all undisputed amounts shall be paid by City. Any amounts in any client trust account held on City's behalf, sufficient to pay the disputed amounts, shall continue to be held in such trust account until the final disposition of the dispute.

11. **Arbitration.** We appreciate the opportunity to serve as your attorneys and anticipate a productive and harmonious relationship. If you should feel for any reason that there is a problem with the services we have performed or with our charges, we encourage you to bring that to our attention immediately. If we perceive a problem with your representation, we likewise will endeavor to discuss it with you. Most problems should be rectified by communication and discussion. However, a dispute might arise between us which could not be resolved by negotiation. We believe that such attorney-client disputes are most satisfactorily resolved through final and binding arbitration rather than by litigation. Both the United States Supreme Court and the California Supreme Court have endorsed arbitration as an accepted and favored method of resolving disputes, because it is economical and expeditious.

In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Arbitration rules of evidence and procedure are often less formal and less rigid than the rules which apply in Court. Arbitration usually results in a decision much more quickly than proceedings in Court, and the attorneys' fees and other costs incurred by both sides may be substantially less. You are free to discuss the advisability of arbitration with us, or with your own independent counsel or any of your other advisors, and to ask any questions which you may have.

By signing this Terms of Retention, we agree that, in the event of any dispute or claim arising out of or relating to our engagement, our relationship, our charges, or our services (including but not limited to disputes or claims regarding our charges, professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud, or violation of any statute), SUCH DISPUTE OR CLAIM SHALL BE RESOLVED BY SUBMISSION TO FINAL AND BINDING ARBITRATION IN ORANGE COUNTY, CALIFORNIA, BEFORE A RETIRED JUDGE OR JUSTICE. BY AGREEING TO ARBITRATE, YOU WAIVE ANY RIGHT YOU HAVE TO A COURT OR JURY TRIAL. Venue with regard to any ancillary proceedings arising out of such dispute or claim shall also be in Orange County. If we are unable to mutually agree on a retired judge or justice, then each side will name one retired judge or justice and the two named persons will select a neutral judge or justice who will act as the sole arbitrator. The fees of the arbitrator will be paid initially equally by both the Firm and you. However, the arbitrator shall have the right to order either party to pay all fees and costs as part of his award.

In arbitration, we shall both be entitled to conduct discovery in accordance with the provisions of the California Code of Civil Procedure, but either of us may request that the arbitrator limit the amount or scope of such discovery and, in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

Under California law, you have the right, if you desire, to request arbitration of any fee dispute before an arbitrator or panel of arbitrators selected by a local bar association or the State Bar ("Bar Arbitration") and a trial de novo in court if dissatisfied with the result. If you do request a Bar Arbitration, the law provides that evidence of any claim of malpractice or professional misconduct is admissible only concerning the fees or costs in dispute and that the Bar Arbitrators shall not award any affirmative relief in the form of damages, offset or otherwise on account of such claim. By signing this Terms of Retention, you agree that if a Bar Arbitration is conducted, that Bar Arbitration or any

trial de novo in Court thereafter shall determine only the issue of the amount of fees properly chargeable to you, if any, and that such Bar Arbitration or trial de novo in Court thereafter shall have no effect on the provisions set forth above which require arbitration before a retired judge or justice of any claims for affirmative relief based on alleged professional malpractice, errors or omissions, breach of conduct, breach of fiduciary duty, fraud or violation of any statute. Any such claims shall be solely determined in an arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration or trial de novo thereafter.

12. **Primary Attorney.** The primary attorney with responsibility for our representation of City in connection with this matter will be Thomas P. Clark, Jr. The parties agree that the Firm is being retained based on the unique skill, experience, and expertise of Mr. Clark and no change will be made in the primary attorney without the prior, written consent of City.

13. **Other Clients.** As a law firm with many diverse clients and practice areas, we seek to retain the ability to accept unrelated matters for all of our clients. We may thus request your informed written consent in the event we seek to represent any other client in any future matter that is not substantially related to this matter and does not involve material confidential information we obtained while representing you in this matter. Such matters could arise during our representation of you in this matter. You may determine to consent or not consent to such request and should feel free to consult general counsel before deciding whether to grant any consent should it be requested.

14. **Electronic Communication and Storage Technology.** The Firm uses cell phones, email, wireless networks, cloud-based platforms, and other technology to communicate with others and to transmit or store documents and information. Such technology helps the Firm provide efficient and convenient legal services, but may pose confidentiality and security risks. By signing this letter agreement, you consent to the Firm's use of all such technology in connection with this engagement.

15. **Processing Client Personal Information.** In connection with our engagement, you may be required to disclose to the Firm, or the Firm may obtain on your behalf, personal information relating to individuals that the Firm does not otherwise collect for the Firm's own commercial or business purposes ("Client Personal Information"). For example, materials that you provide to the Firm may contain Client Personal Information relating to third parties. You hereby acknowledge, agree and require that the Firm only collect, retain, use, disclose, or otherwise process Client Personal Information as your "service provider" or "data processor," as defined in the California Consumer Privacy Act of 2018 or other data privacy laws, as applicable (collectively, "Data Privacy Laws"), or pursuant to any exception that may apply under Data Privacy Laws regarding the attorney-client relationship. The Firm will not sell Client Personal Information. The Firm will not collect, retain, use, disclose or otherwise process Client Personal Information for any purpose other than for the purpose of performing services to you pursuant to this engagement letter, unless applicable law requires us to do otherwise. The Firm will not collect, retain, use, disclose, or otherwise process Client Personal Information outside of the Firm's direct relationship with you, unless applicable law requires the Firm to do otherwise. The Firm certifies that the Firm understands these restrictions and will comply with them. These restrictions are not intended to reduce or replace our obligations under applicable rules of professional conduct, including but not limited to the Firm's obligation of confidentiality.

16. **Publicity.** You consent to the Firm's use of your name and logo (if applicable) on our web site and in our marketing materials.

17. **Client Communication.** The City hereby designates the City Manager, the City Council, and/or an ad hoc committee of Council Members if one is appointed, to act on City's behalf for this matter, and City authorizes us to communicate with, and receive directions from, that person



or entity and any other person or entity that you may designate in the future.

18. **Authority to Sign.** The person signing this letter on behalf of the City represents that he or she has the full right and authority to do so, and to fully commit and bind the City to this engagement letter.

19. **Miscellaneous.** This letter sets forth the entire agreement between the City and the Firm, and there is no other or additional understanding between you and the Firm on these subjects. This agreement supersedes any prior agreements or representations, written or oral, between you and the Firm on these subjects. Any modification or amendment to this agreement must be in a writing signed by you and the Firm. This agreement shall be governed by California law without reference to its conflict of law principles. If any provision of this agreement is found to be invalid or unenforceable, that provision shall be deemed modified or removed so that it is valid and enforceable to the fullest extent of the law, and the other provisions of this agreement shall be unimpaired.

**IN WITNESS WHEREOF**, the parties hereto have signed this Retention Agreement as of the date set forth above.

**AGREED:**

**CITY:**

\_\_\_\_\_  
Joshua Sweeney, Mayor  
City of Laguna Hills

**FIRM**

\_\_\_\_\_  
By: \_\_\_\_\_  
Stradling Yocca Carlson & Rauth

**ATTEST:**

\_\_\_\_\_  
Jennifer Lee, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gregory E. Simonian, City Attorney for the CITY  
OF LAGUNA HILLS

**EXHIBIT A**  
**2025 PUBLIC AGENCY DISCOUNTED RATES**

| <b>SHAREHOLDERS</b>                         | <b>2025 RATE</b> |
|---------------------------------------------|------------------|
| Thomas P. Clark, Jr. and Other Shareholders | \$615.00         |
| Associates                                  | \$350.00         |
| Paralegals                                  | \$180.00         |