



Don Caskey
Mayor

Jared Mathis
Mayor Pro Tempore

Erica Pezold
Council Member

Joshua Sweeney
Council Member

Dave Wheeler
Council Member

City of Laguna Hills City Council / Planning Agency

Regular Meeting Agenda
Tuesday, March 10, 2026 - 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, 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, March 10, 2026. 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, March 10, 2026. 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: Elder Scott Craycraft of Christ Community Church

Pledge of Allegiance: Mayor Pro Tempore Mathis

Roll Call of City Council Members

1. Presentations and Proclamations

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That the City Council receive the Special Events report.

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.

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 February 5, 2026, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the February 5, 2026, Special Meeting.

4.3 Approval of Minutes for February 24, 2026, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the February 24, 2026, Special Meeting.

4.4 Approval of Minutes for February 24, 2026, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the February 24, 2026, Regular Meeting.

4.5 Ratification of March 10, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 13, 2026, to February 26, 2026, in the amount of \$741,572.43.

4.6 Notice of Completion and Final Payment for the FY25/26 Community Development Block Grant Curb Ramp Improvement Project, CIP No. 170

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 \$9,558.00, if no liens have been filed.

4.7 Proposed Amendment No. 1 to the Professional Services Agreement with De Novo Planning Group, Inc. for On-Call Environmental Review and Land Use Consultant Services to Include Additional Services Related to Compliance with State No Net Loss Requirements (Government Code Section 65863)

Recommendation: That the City Council:

1. Approve proposed Amendment No. 1 to the current Professional Services Agreement with De Novo Planning Group, Inc. for on-call environmental and land use consultant services to include additional professional land use, environmental planning, and CEQA review services related to compliance with No Net Loss obligations under Government Code Section 65863

- through the identification and availability of replacement sites capable of accommodating the City of Laguna Hills remaining unmet RHNA; and
2. Authorize the Finance Director to amend the budget by recognizing revenue by \$50,000 and appropriating an expense amount of \$136,857.

Items Removed from the Consent Calendar

5. Planning Agency

5.1 Roll Call of Planning Agency Members

5.2 Public Comments

5.3 Approval of Minutes

5.4 Administrative Reports

5.5 Planning Agency Public Hearings

5.5.1 Conditional Use Permit (CUP) No. USE-0231-2025, a request by Daniel Avdee, on behalf of Manifest Behavioral Health, for Approval of a Community Care (Drug Abuse and Alcoholism Recovery Facility; Community Treatment and Rehabilitation Facility) Located at 23297 South Pointe Drive

Recommendation: That the Planning Agency:

1. Conduct a public hearing;
2. Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities); and
3. Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Conditional Use Permit (CUP) No. USE-0231-2025, a request by Daniel Avdee, on behalf of Manifest Behavioral Health, for Approval of a Community Care (Drug Abuse and Alcoholism Recovery Facility; Community Treatment and Rehabilitation Facility) Located at 23297 South Pointe Drive, and Finding the Project Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of the State CEQA

Guidelines.”

5.6 Planning Agency Adjournment

6. City Council Public Hearings

7. Administrative Reports

7.1 City Manager

7.1.1 Proposed Economic Development Program for the City of Laguna Hills

Recommendation: That the City Council approve the proposed Economic Development Program.

7.1.2 Resolution Establishing the Principal Planner Classification along with Salary Range and Benefits for the Position within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing Principal Planner Classification along with Salary Range and Benefits within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

7.2 Finance Director

7.2.1 Update to Salary Range for City Clerk Position

Recommendation: That the City Council adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, Regarding Employment and Amending Salary Ranges for Management Classifications of Employment with the City."

7.2.2 Retired Annuitant Employment Agreement

Recommendation: That the City Council adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, Approving and Authorizing the City Manager to appoint a Retired Annuitant to serve as Interim City Clerk during a vacancy of the City Clerk position."

7.3 Assistant City Manager

7.3.1 Review of Streetlight Banner Program Expenses and Locations

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

7.3.2 CIP 101: Biennial Citywide Local Street Rehabilitation Project Update

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

7.4 Community Development Director

7.5 Community Services Director

7.5.1 2026-2028 Memorial Day Race Medal Series Designs

Recommendation: That the City Council approve the design of the 2026-2028 Memorial Day Half Marathon, 5k, and 10k Honoring USMC Dark Horse Battalion medal series designs.

7.6 Chief of Police Services

8. Matters Agendized and Presented by City Council Members

8.1 Resolution of the City Council Announcing Its Commitment to End Child Marriage

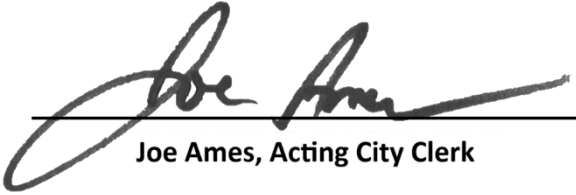
Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills Announcing Its Commitment to End Child Marriage by Calling for an "18 No Exceptions" Law, and Authorizing the City Manager to Publish on the City's Website and Social Media Platforms Necessary Information Pertaining to Ending Child Marriage."

9. City Council Member Committee Reports

10. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be March 24, 2026, at 6:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.



Joe Ames, Acting 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 Agenda and Minutes public portal website and at the respective public meeting.

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



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: Schedule of Future Events

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

Meetings:

City Council/Planning Agency Regular Meetings

Tuesday, March 24th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Tuesday, April 14th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Traffic Commission Regular Meeting

Wednesday, March 18th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Events, Communication, & Beautification Committee Regular Meeting

Monday, April 13th, 10:00 a.m., Laguna Hills Civic Center Admin Conference Room

Events:

Let's Make Workshop

Wednesday, March 11th, 4:00 p.m., Laguna Hills Community Center Classroom

[Excursion to Cherry Blossom Festival](#)

Friday, March 13th, 2:00 p.m. – 10:00 p.m., meet at the Laguna Hills Community Center

[Excursion to Helena Modjeska Historic House](#)

Saturday, March 14th, 9:00 a.m. – 12:30 p.m., meet at the Laguna Hills Community Center

[Excursion to Bower's Museum](#)

Sunday, March 15th, 9:30 a.m. – 5:00 p.m., meet at the Laguna Hills Community Center

Excursion to Getty Center

Saturday, March 21st, 8:30 a.m. – 7:00 p.m., meet at the Laguna Hills Community Center

Hoppin' Hills

Saturday, March 28th, 9:00 a.m. – 11:00 a.m., Laguna Hills Community Center Town Green

Attachments:

1. Event and Activities Flyer(s)



LET'S MAKE WORKSHOP

Presented by the Laguna Hills
Community Center & Laguna Hills Library

EVERY 2ND WEDNESDAY
OF THE MONTH
AT 4:00 PM

**All ages
welcome!**

**No
registration
required!**

25555 Alicia Pkwy
Laguna Hills, CA 92653

Excursion to Cherry Blossom Festival



Enjoy the harmony and elegance of traditional Japanese landscapes that features koi ponds, winding paths, stone lanterns, and carefully pruned trees that invite quiet reflection and appreciation of nature. During the Cherry Blossom Festival the garden comes alive with performances, food vendors, and hundreds of blooming cherry trees with sakura petals framing the pathways and water features. **Please note: Admission tickets are not included, and additional costs will apply.** Participants are encouraged to bring plenty of water, snacks, and a sack lunch—or enjoy meals at nearby eateries. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 2109

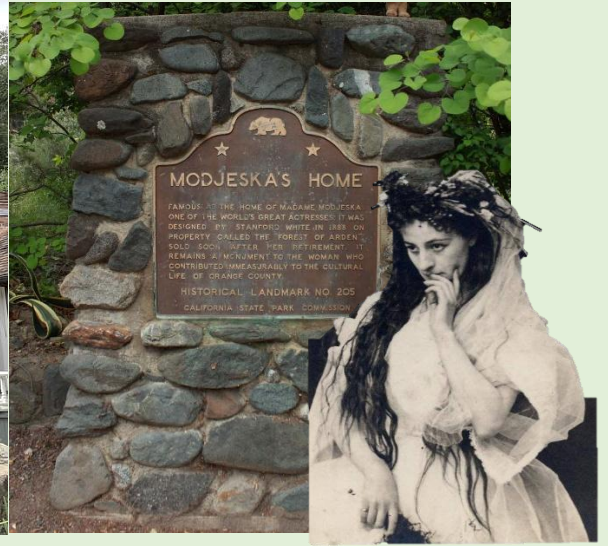
3/13 2:00PM-10:00PM Sunday

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

Like us on  at www.facebook.com/lagunahillscs

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

Excursion to Helena Modjeska Historic House



Step back into California's artistic past with a trip to the Helena Modjeska Historic House, a beautifully preserved Victorian home tucked into the oak-covered hills of Santiago Canyon. Once the residence of renowned 19th-century Shakespearean actress Helena Modjeska, the house offers a glimpse into the life of a celebrated performer, intellectual, and cultural icon. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 2110

3/14 9:00AM-12:30PM Sunday

Fee: Resident \$10, Non-Resident \$15

Like us on  at www.facebook.com/lagunahillscs

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

www.lagunahillsca.gov

Excursion to Bower's Museum



Discover art, history, and culture from around the world with a day trip to Bowers Museum, one of Southern California's premier cultural institutions. Located in Santa Ana, the museum is known for its world-class exhibitions that showcase global art, ancient civilizations, and diverse cultural traditions. **Please Note: Admission tickets are not included and additional costs will be incurred.** Bring plenty of water, snacks and a sack lunch or purchase at food eateries nearby. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. Call (949) 707-2680 for more information. **No refunds or transfers for this event.**

Class# 2111

3/15 9:30AM-5:00PM Sunday

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

Like us on  at www.facebook.com/lagunahillscscc

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

Excursion to Getty Center & Walking Tour



Let us do the driving for you to the Getty Center in Los Angeles! The Getty Center offers unique experiences for people of all ages. Discover the unique architecture and gardens of the Getty Center in a 45-minute walking tour while taking in spectacular views. On your own view the art collection, changing exhibits, and outdoor art that reaches across European and American history – from medieval times to the present. Bring a sack lunch from home or purchase food at the Getty Center. Sign up today, space is limited! Participants meet at the Laguna Hills Community Center where City staff will provide transportation. **No refunds or transfers for this event.**

Class #1936

3/21 8:30AM-7:00PM Saturday

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

Like us on  at www.facebook.com/lagunahillscs

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



Hoppin' Hills



Join the Laguna Hills Community Services Team for a morning of FREE spring-themed fun! We will have donuts, photo opportunities, crafts, face painting, and an entertaining juggling show!

SATURDAY, MARCH 28

9 am - 11 am

**Town Green at the Laguna Hills
Community Center and Sports Park**

lagunahillscg.gov
949.707.2680



**City of Laguna Hills
City Council
Special Meeting
Minutes
Thursday, February 5, 2026**

Call to Order

The meeting was called to order at 4:01 p.m. by Mayor Caskey.

Roll Call of City Council Members

Present:

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

Absent:

Council Member Erica Pezold

Public Comments

There were no public comments on the workshop item.

City Council Workshop Item(s)

1 Laguna Hills Planning and Economic Development-Opening a New Chapter

Recommendation: That the City Council conduct a workshop to provide direction to staff to prepare an economic development plan and to establish an economic development task force to promote business growth and community vitality within the City of Laguna Hills.

The City Council conducted a workshop to provide direction to staff to prepare an economic development plan and to establish an economic development task force to promote business growth and community vitality within the City of Laguna Hills.

Council Member Sweeney left the meeting at 5:37 p.m.

Adjournment

There being no further business before the City Council at this session, Mayor Caskey declared the meeting adjourned at 5:39 p.m.

Joes Ames, Acting City Clerk

ATTEST:

Don Caskey, Mayor

Approved at meeting of March 10, 2026.

**City of Laguna Hills
City Council
Special Meeting
Minutes
Tuesday, February 24, 2026**

Call to Order

The meeting was called to order at 4:09 p.m. by Mayor Caskey.

Roll Call of City Council Members

Present:

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

Absent:

Public Comments

There were no public comments on the workshop item.

City Council Workshop Item(s)

A. City of Laguna Hills 4th of July Celebration Planning

That the City Council conduct a workshop to provide direction to staff regarding the annual 4th of July Celebration and potential event enhancements in recognition of the 250th anniversary of the signing of the Declaration of Independence.

Community Services Director Gannon provided an oral report and answered questions.

Adjournment

There being no further business before the City Council at this session, Mayor Caskey declared the meeting adjourned at 5:31 p.m.

Joes Ames, Acting City Clerk

ATTEST:

Don Caskey, Mayor

Approved at meeting of March 10, 2026.

**City of Laguna Hills
City Council / Planning Agency
Regular Meeting
Minutes
Tuesday, February 24, 2026**

Call to Order

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

Invocation: Elder Tom Munson of Christ Community Church

Pledge of Allegiance: Council Member Wheeler

Roll Call of City Council Members

Present:

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

Absent:

1. Presentations and Proclamations

Mayor Caskey took Item No. 1.2 and Item No. 1.3 out of order on the Agenda.

1.2 American Red Cross Month Proclamation

Recommendation: That the City Council issue a Proclamation declaring March 2026 as "American Red Cross Month" and that Mayor Caskey present the Proclamation to American Red Cross Southern California Orange County Representative Ross Chun.

The City Council issued a Proclamation declaring March 2026 as "American Red Cross Month" and Mayor Pro Tempore Mathis presented the Proclamation to

American Red Cross Southern California Orange County Board Member John Waldeck and Executive Director Becky Firey.

1.3 2025 Laguna Hills Deputy of the Year

Recommendation: That Mayor Caskey present a Certificate of Recognition to Deputy Dylan Stephenson, 2025 Laguna Hills Deputy of the Year

Mayor Caskey invited Chief of Police Services Captain Burk to present the Certificate of Recognition to Deputy Dylan Stephenson, 2025 Laguna Hills Deputy of the Year.

1.1 Laguna Hills High School Student Liaison Report

Recommendation: That the City Council receive a report from Laguna Hills High School Student Liaison Katherine Armstrong.

The City Council received a report from Laguna Hills High School Student Liaison Katherine Armstrong.

2. Schedule of Future Events

2.1 Schedule of Future Events

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

Community Services Director Gannon announced the upcoming meetings and events.

3. Public Comments

The following individual submitted an electronic public comment on non-agendized items that were received, forwarded to the City Council prior to the meeting, posted on the City's website, and announced into the record by Executive Assistant Hassankhail:

Lori Becker

Teresa Hillis

Alexandra Hansen

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

Harry Huggins

Heidi Prescott

4. Consent Calendar

Assistant City Manager Ames requested removal of Item No. 4.7 from the Agenda to continue the item to a future meeting.

A motion to approve the balance of the Consent Calendar with Council Member Wheeler removing Item No. 4.2, Item No. 4.6, Item No. 4.7, and Item No. 4.9 was moved by Council Member Wheeler, seconded by Council Member Sweeney.

Roll All Vote Result: Passed

Yes 5, No 0, Abstained 0

Ayes: Mayor Caskey, Mayor Pro Tempore Mathis, Council Member Pezold, Council Member Sweeney, 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.

4.3 Approval of Minutes for February 10, 2026, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the February 10, 2026, Regular Meeting.

4.4 Ratification of February 24, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from January 30, 2026, to February 12, 2026, in the amount of \$1,303,066.31.

4.5 Treasurer's Investment Report for January 2026

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of January 2026.

4.8 Proposed License Agreements for 24031 El Toro Road, Suites 250A, 250B, 250C, and 250E, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the proposed license agreements for 24031 El Toro Road, Suites 250A, 250B, 250C, and 250E, Laguna Hills, California; and 2. Authorize the City Manager to make minor modifications, as necessary, to the license agreements and to execute the agreements.

Items Removed from the Consent Calendar

Council Member Wheeler removed Item No. 4.2, 4.6, 4.7, and 4.9 from the Consent Calendar to provide comments on the item.

4.2 Approval of Minutes for February 10, 2026, Special Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the February 10, 2026, Special Meeting.

Council Member Wheeler removed Item No. 4.2 from the Consent Calendar to request additional information.

Assistant City Attorney Eggart responded to Council Member requests for additional information.

A motion to approve the Minutes for the February 10, 2026, Special Meeting was moved by Council Member Sweeney, seconded by Mayor Pro Tempore Mathis.

A substitute motion to continue the item to a future meeting was moved by Council Member Pezold, seconded by Council Member Wheeler.

Roll Call Vote Result: Failed

Yes 2, No 3, Abstained 0

Ayes: Council Member Pezold, Council Member Wheeler

Nays: Mayor Caskey, Mayor Pro Tempore Mathis, Council Member Sweeney

Abstain: None

Mayor Caskey called for a vote on the main motion.

A motion to approve the Minutes for the February 10, 2026, Special Meeting was moved by Council Member Sweeney, seconded by Mayor Pro Tempore Mathis.

Roll Call Vote Result: Passed

Yes 4, No 1, Abstained 0

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

Nays: Council Member Wheeler

Abstain: None

4.6 Award of Professional Services Agreement to Psomas for Paseo de Valencia and Cabot Road Active Transportation Enhancements, CIP 191

Recommendation: That the City Council: 1. Award a Professional Services Agreement to Psomas for Paseo de Valencia and Cabot Road Active Transportation Enhancements in amount of \$817,298; and 2. Authorize the City Manager to execute the Agreement.

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

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

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

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

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

Nays: None

Abstain: None

4.7 Proposed Installation of Parking Space Markings on Via Lomas

Recommendation: That the City Council authorize the City Engineer to install painted parallel parking space markings on Via Lomas.

Council Member Wheeler removed Item No. 4.7 from the Consent Calendar to allow discussion on the item.

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

A motion to continue the item to a future meeting was moved by Council Member Wheeler, seconded by Mayor Pro Tempore Mathis.

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

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

Nays: None

Abstain: None

4.9 Development Application Status Report

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

Council Member Wheeler removed Item No. 4.9 from the Consent Calendar to request additional information.

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

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

Roll Call Vote Result: Passed

Yes 5, No 0, Abstained 0

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

Nays: None

Abstain: None

5. Planning Agency

Mayor Caskey recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 6:56 p.m.

5.1 Roll Call of Planning Agency Members

Present:

Chair Don Caskey
Vice Chair Jared Mathis
Agency Member Erica Pezold
Agency Member Joshua Sweeney
Agency Member Dave Wheeler

Absent:

5.2 Public Comments

There were no public comments for the Planning Agency on non-agendized items.

5.3 Approval of Minutes

The Planning Agency Minutes are approved by the City Council.

5.4 Administrative Reports

There were no Planning Agency administrative reports.

5.5 Planning Agency Public Hearings

5.5.1 Vesting Tentative Tract Map/Site Development Permit/Precise Plan/Conditional Use Permit/Parking Use Permit No. 0209-2025 (Terravita)

Recommendation: That the Planning Agency:

1. Conduct a public hearing;
2. Find and determine that the proposed project is exempt from the California Environmental Quality Act as an infill development housing project pursuant to Assembly Bill 130 (Public Resources Code Section 21080.66); and
3. Adopt a Resolution entitled: A Resolution of the Planning Agency of the City of Laguna Hills, California, conditionally approving Vesting Tentative Tract Map / Site Development Permit / Precise Plan / Conditional Use Permit / Parking Use Permit No. 0209-2025, a request by John Stack, on behalf of Kingsbarn Capital and Development, LLC, to permit a project that consists of: the subdivision of an existing 18.5-acre parcel located at 23272, 23282, 23332, 24411, and 23422 Mill Creek Drive and 24461 and 24411 Ridge Route Drive (APN 588-161-06, 588-161-07 588-161-08 588161-09 588-161-10, 588-161-11, 588-161-12, and 588-161-13); demolition of seven existing office buildings and surface parking and the construction of a new 480-unit residential development consisting of 259 attached single family units, 221 multi-family units, including 24 affordable units for very low income households, waivers of

development standards per State Density Bonus Law, and a 6-story, 380 stall parking structure on Lot 4; and finding the Project exempt from the California Environmental Quality Act as an infill development housing project pursuant to Assembly Bill 130 (Public Resources Code section 21080.66).

Contract Assistant Planner See reviewed the information provided in the staff report, provided a visual presentation, and responded to Agency Member requests for additional information.

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

Assistant City Attorney Eggart responded to Agency Member requests for additional information.

Chair Caskey opened the public hearing.

Project applicant Philip Mader, President, Kingsbarn Capital and Improvement, LLC, provided a visual presentation, responded to Agency Member requests for additional information and agreed to abide by the proposed conditions of approval on the project.

The following individuals submitted an electronic public comment on Item No. 5.5.1 that was received, forwarded to the Planning Agency prior to the meeting, posted on the City's website, and announced into the record by Executive Assistant Hassankhail:

Bill Bermingham on behalf of New Vista School

David Oslinker

James Lloyd on behalf of California Housing Defense Fund

Michael (Mike) Chambers

Brian Rocha

Shawn Kirch

Sacha McCrae

Judy Denton

Sahab Masoumian Erik
Dunkelberg
Francisco Ramirez
Rojin Shahbazian
Robert Dolley on behalf of Lake Hills Prop LLC
Lindsay Galloway
Shailin Shahbazian
Sherri Snyder
Greg Munck on behalf of Crossline Community Church Kenny
Yang
Deirdre Spalding Cathy
Udovch
Terese (Tess) Arthur
Nicole Bohay
Elizabeth Hansburg on behalf of People for Housing
Rona Henry on behalf of Welcoming Neighbors Home Initiative Steven
Dzida on behalf of Richmond Corporation
Cesar Covarrobias on behalf of Kennedy Commission
Daniel Sohn on behalf of Laguna Hills Chamber of Commerce Donna Schott
Cassie Cherry
Michelle Cammaressi

The following individual(s) provided public comments on Item No. 5.5.1:

Reza Khorramian
Matt Jepsen
Elizabeth Hansburg
Greg Munck
David Oslinker
Oscar Londono
Richard Bracamonte
Steven Dzida
John Segui
Mary Gulino
Marcella Lawson
Heidi Prescott

Gregory Adams
Rona Henry

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

Applicant's Legal Counsel William Caldarelli, Partner, Caldarelli, Hejmanowski, & Leer, LLP, provided remarks.

The following individual(s) provided continued public comments on Item No. 5.5.1:
Steve Dzida

Project Applicant, Philip Mader, President, Kingsbarn Capital and Improvement, LLC, provided final remarks.

Chair Caskey closed the public hearing.

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

Roll Call Vote Result: Passed

Yes 4, No 1, Abstained 0

Ayes: Chair Caskey, Vice Chair Mathis, Agency Member Pezold,
Agency Member Sweeney

Nays: Agency Member Wheeler

Abstain: None

5.6 Planning Agency Adjournment

Chair Caskey adjourned the Planning Agency Meeting and reconvened the City Council meeting at 10:38 p.m. All City Council Members were present in Chamber.

6. City Council Public Hearings

There were no City Council public hearings.

7. Administrative Reports

7.1 City Manager

City Manager Wingenroth shared his compliments and gratitude to Executive Assistant Hassankhail and Administrative Assistant Cardenas for their work covering the City Clerk duties.

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

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

The City Council received reports from City Council Members on City Council Committee Assignments.

10. City Council Member Comments

Council Member Pezold

Council Member Pezold requested further discussion on the closed session item from the February 10, 2026, Special Meeting.

Council Member Pezold requested a discussion on personnel and HR policies be agendized for a future meeting and received a second from Mayor Caskey.

Adjournment

There being no further business before the City Council at this session, Mayor Caskey declared the meeting adjourned at 10:49 p.m.

Joe Ames, Acting City Clerk

ATTEST:

Don Caskey, Mayor

Approved at meeting of March 10, 2026.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of March 10, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 13, 2026, to February 26, 2026, in the amount of \$741,572.43.

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 February 13, 2026, to February 26, 2026, 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 \$741,572.43.

Attachments:

1. Warrant Register - March 10, 2026
2. Payables Detail Report - March 10, 2026



City of Laguna Hills, CA

Warrant Register - March 10, 2026

By Check Number

Date Range: 02/13/2026 - 02/26/2026

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
6227	A-0138	ALL CITY MANAGEMENT, INC.	02/20/2026	8,244.48
6228	A-0392	AQUATICO	02/20/2026	795.00
6229	A-0365	AT&T	02/20/2026	31.87
6230	A-0397	AWARDS BY PAUL	02/20/2026	211.19
6231	B-0222	BILL'S SOUND AND SECURITY	02/20/2026	65.00
6232	B-0458	BRIGHTVIEW LANDSCAPE SERVICES, INC	02/20/2026	3,016.00
6233	C-1177	CANON FINANCIAL SERVICES, INC.	02/20/2026	1,776.92
6234	C-1144	CHARLES ABBOTT ASSOCIATES, INC	02/20/2026	60,514.38
6235	C-1222	COUNTS UNLIMITED, INC.	02/20/2026	1,800.00
6236	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	02/20/2026	20,309.15
6237	D-0583	DMS FACILITY SERVICES, LLC	02/20/2026	2,801.03
6238	F-0729	FULL TRAFFIC MAINTENANCE, INC.	02/20/2026	3,070.07
6239	G-0877	GA TECHNICAL SERVICES, INC.	02/20/2026	72,536.57
6240	H-0960	HR GREEN PACIFIC, INC.	02/20/2026	25,176.25
6241	I-0942	IRVINE RANCH WATER DISTRICT	02/20/2026	159.05
6242	J-1057	JAMEY CLARK, INC.	02/20/2026	21,201.53
6243	K-1208	KDM MERIDIAN	02/20/2026	5,205.00
6244	K-1209	KOA CORPORATION	02/20/2026	17,800.00
6245	M-1486	MAIN GRAPHICS	02/20/2026	573.49
6246	M-1302	MOULTON NIGUEL WATER DISTRICT	02/20/2026	4,672.25
6247	N-1474	NIEVES LANDSCAPE, INC.	02/20/2026	6,950.00
6248	O-1546	OFFICE SOLUTIONS	02/20/2026	438.29
6249	O-1613	ONTARIO REFRIGERATION SERVICE, INC.	02/20/2026	2,162.00
6266	O-1618	OPPENHEIMER INVESTIGATIONS GROUP LLP	02/20/2026	33,770.00
6267	P-1860	PRECISION CONCRETE CUTTING	02/20/2026	2,000.00
6268	S-1902	SAN DIEGO GAS AND ELECTRIC	02/20/2026	12,615.46
6269	S-2332	SANTA MARGARITA PLUMBING AND AIR	02/20/2026	10,875.61
6270	S-2319	SCA OF CA, LLC	02/20/2026	155.00
6271	Z-CD-0543	SHO GLOBAL ROOFING	02/20/2026	1,200.00
6272	S-1904	SOUTHERN CALIFORNIA EDISON	02/20/2026	20,818.38
6273	O-1575	SOUTHERN CALIFORNIA NEWS GROUP	02/20/2026	765.60
6274	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	02/20/2026	32.00
6275	B-0304	THE BEE MAN	02/20/2026	195.00
6276	R-1888	THE RITZ COMPANIES	02/20/2026	12,987.45
6277	T-2712	TOTAL SOURCE OFFICEWORKS	02/20/2026	148.82
6278	U-2172	ULINE, INC.	02/20/2026	1,227.24
6279	V-2224	VERIZON WIRELESS	02/20/2026	866.90
6280	W-2451	W.G. ZIMMERMAN ENGINEERING, INC.	02/20/2026	3,761.25
6281	W-2452	WSP USA ENVIRONMENT AND INFRASTRUCTURE INC	02/20/2026	14,320.00
6282	A-0388	ABTECH TECHNOLOGIES, INC.	02/26/2026	506.06
6283	A-0401	AGROMIN HORTICULTURAL PRODUCTS	02/26/2026	19,009.50
6284	A-0138	ALL CITY MANAGEMENT, INC.	02/26/2026	9,980.16
6285	A-0359	ARDURRA GROUP, INC.	02/26/2026	9,294.75
6286	A-0327	ASSOCIATION OF CA CITIES -OC	02/26/2026	1,650.00
6287	A-0365	AT&T	02/26/2026	370.12
6288	B-0222	BILL'S SOUND AND SECURITY	02/26/2026	65.00
6289	B-0238	BURKE, WILLIAMS & SORENSEN, LLP	02/26/2026	6,147.00
6290	D-0583	DMS FACILITY SERVICES, LLC	02/26/2026	102,390.00
6291	E-0554	ECONOMICS, INC.	02/26/2026	12,802.10
6292	H-0965	HARDY & HARPER, INC.	02/26/2026	78,769.50
6293	H-0829	HARTZOG AND CRABILL, INC.	02/26/2026	9,577.02
6294	J-1057	JAMEY CLARK, INC.	02/26/2026	4,602.00
6295	K-1210	KIMLEY-HORN AND ASSOCIATES INC	02/26/2026	767.50

Warrant Register - March 10, 2026

Check Number	Vendor Number	Vendor Name
6296	M-1388	MOBILE MINI, INC.
6297	M-1302	MOULTON NIGUEL WATER DISTRICT
6298	O-1613	ONTARIO REFRIGERATION SERVICE, INC.
6299	K-1211	PETER PIL KIM
6300	Q-1720	QUICKEL PAVING, INC.
6301	R-1806	RJM DESIGN GROUP, INC.
6302	S-1902	SAN DIEGO GAS AND ELECTRIC
6303	S-2330	SOCALGAS
6304	S-2295	SOUTHERN COMPUTER WAREHOUSE
6305	T-2717	TAIT & ASSOCIATES, INC
6306	T-2042	TRAUMA INTERVENTION PROGRAMS, INC
6307	W-2337	WEST COAST ARBORISTS, INC.

Date Range: 02/13/2026 - 02/26/2026

Payment Date	Payment Amount
02/26/2026	341.83
02/26/2026	11,796.08
02/26/2026	1,095.00
02/26/2026	140.16
02/26/2026	13,290.00
02/26/2026	7,435.71
02/26/2026	34,205.58
02/26/2026	719.80
02/26/2026	1,266.88
02/26/2026	4,452.00
02/26/2026	937.50
02/26/2026	12,040.90
Total Regular:	718,900.38

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003339	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	02/26/2026	7,308.00
DFT0003346	U-2170	US BANK CORPORATE PAYMENT SYSTEMS	02/18/2026	15,364.05
Total Bank Draft:				22,672.05

Bank Code 1 - General Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	110	65	0.00	718,900.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	2	0.00	22,672.05
EFT's	0	0	0.00	0.00
	127	67	0.00	741,572.43

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	110	65	0.00	718,900.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	2	0.00	22,672.05
EFT's	0	0	0.00	0.00
	127	67	0.00	741,572.43

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	2/2026	741,572.43
			741,572.43



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 02/13/2026 - 02/26/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 02.06.26	Juuno.co Subscription, 1/14/26 - 2/14/26	100-310-610000	10.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (0629) 02.06.26	CSULB Parking Machines	100-310-611000	15.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Cricut Annual Subscription, 7/1/26 - 12/31/26	100-000-140000	47.94
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Cricut Annual Subscription, 1/1/26 - 6/30/26	100-310-610000	47.94
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Ralphs	100-310-622000	48.97
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Taylor Made Cuisine, Daddy Daughter Dinner Deposit	100-310-695500	2,088.07
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Ralphs, Let's Make Workshop	100-310-695500	2.98
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Ralphs, Let's Make Workshop	100-310-695500	29.99
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Pure Imagination, Hoppin' Hills	100-310-695500	271.92
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (1281) 02.06.26	Smashvent LLC, Hoppin' Hills Face Painters	100-310-695500	560.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 02.06.26	Intelius	100-225-610000	4.99
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 02.06.26	Intelius	100-225-610000	4.99
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 02.06.26	Intelius	100-225-610000	24.86
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 02.06.26	Jiffy Lube	100-225-646100	236.31
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 02.06.26	Chevron	100-225-646100	152.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2811) 02.06.26	Chevron	100-225-646100	141.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	ChatGPT Subscription, 2/3/26 -	100-155-610000	20.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	Amazon	100-155-622000	53.86
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	Home Depot	100-310-645500	59.48
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	Ralphs, Fossil Finders	100-310-695500	24.06
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	Home Depot	100-355-645500	23.64
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	Home Depot	100-355-645500	(23.64)
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	Home Depot	100-355-645500	16.13
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (2829) 02.06.26	Amazon	100-355-645500	44.38
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 02.06.26	76 - APRO LLC	100-355-646100	114.76
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 02.06.26	Siteone Landscape Supply	100-355-720700	59.04
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (3165) 02.06.26	Smartlink	100-355-720700	510.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4243) 02.06.26	Chick-fil-A	100-355-611000	15.76

Payables Detail Report
Payment Dates: 02/13/2026 - 02/26/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4243) 02.06.26	Tuttle-Click Ford Lincoln	100-355-646100	230.35
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	ChatGPT Subscription, 1/23/26 - 2/23/26	100-155-610000	20.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Amazon	100-155-622000	558.40
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	BJ's Restaurants	100-155-622000	199.78
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Amazon	100-155-622000	21.04
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Amazon	100-155-622000	26.76
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Amazon	100-155-622000	29.86
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Amazon	100-155-622000	73.10
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Scratch Bakery Cafe	100-155-622000	124.38
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Smart & Final	100-155-622000	146.16
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	The Pin Center	100-155-623000	185.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Secure Live Scan	100-195-617000	35.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (4849) 02.06.26	Secure Live Scan	100-195-617000	35.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Dropbox	100-195-700090	11.99
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Microsoft 365, 1/6/26 - 2/5/26	100-195-700090	6.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	ChatGPT Subscription, 12/7/25 - 1/6/26	100-355-610000	20.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	CEAOC Meeting, 2/2/26	100-355-611000	177.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	CEAOC Meeting, 3/2/26	100-355-611000	60.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Ephonamation.com, 1/8/26 - 2/4/26	100-355-630000	1,256.57
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Ephonamation.com, 2/5/26 - 3/4/26	100-355-630000	371.67
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	CA Department of Industrial Relations	100-355-645500	450.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	CA Department of Industrial Relations	100-355-645500	(225.00)
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	OPC Department of Industrial Relations Fee	100-355-645500	10.35
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Chargepoint	100-355-646100	11.07
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Chargepoint	100-355-646100	3.44
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Chargepoint	100-355-646100	1.89
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Chargepoint	100-355-646100	16.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Chargepoint	100-355-646100	3.35
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (5166) 02.06.26	Chargepoint	100-355-646100	1.72
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6171) 02.06.26	IIMC Membership Renewal	100-155-610000	135.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	CPRS Membership, 7/1/26 - 12/31/26	100-000-140000	72.50
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	WhenToWork.com Subscription, 7/1/26 - 2/6/27	100-000-140000	277.08

Payables Detail Report
Payment Dates: 02/13/2026 - 02/26/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	WhenToWork.com Subscription, 2/7/26 - 6/30/26	100-310-610000	197.92
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	CPRS Membership, 1/1/26 - 6/30/26	100-310-610000	72.50
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	Target	100-310-622000	24.98
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	Dick's Sporting Goods	100-310-622500	(856.60)
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	Laguna Hills Launderland	100-310-622500	10.36
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	Orange County Jumpers, Parents Night Out, Dec '25	100-310-695500	1,458.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6615) 02.06.26	Ralphs, Let's Make Workshop	100-310-695500	11.07
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (6976) 02.06.26	PDAOC Annual Forum	100-225-611000	330.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 02.06.26	Home Depot	100-355-720401	(20.21)
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7241) 02.06.26	Home Depot	100-355-720401	100.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7941) 02.06.26	CSMFO Membership, 7/1/26 - 12/31/26	100-000-140000	77.50
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (7941) 02.06.26	CSMFO Membership, 1/1/26 -	100-155-610000	77.50
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon	100-310-622000	41.88
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon	100-310-645500	(24.23)
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon	100-310-645500	24.23
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon	100-310-645500	10.76
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Exxon Circle K	100-310-646100	69.03
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Exxon Circle K	100-310-646100	49.51
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	189.26
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Daddy Daughter Dance	100-310-695500	177.75
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	84.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Daddy Daughter Dance	100-310-695500	78.15
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	73.22
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Daddy Daughter Dance	100-310-695500	430.35
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Hoppin' Hills	100-310-695500	30.16
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	36.92
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	(14.00)
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Warner Bros Studio Tour	100-310-695500	(12.00)
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Book to Movie Club	100-310-695500	3.99
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	El Dorado Regional Parking, Day Hike	100-310-695500	8.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Hoppin' Hills	100-310-695500	129.27
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	11.61

Payables Detail Report
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Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	16.15
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon, Let's Make Workshop	100-310-695500	8.61
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Japanese Friendship Garden	100-310-695500	18.00
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8097) 02.06.26	Amazon	100-310-910000	149.77
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon Prime Subscription	100-420-610000	16.15
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon	100-420-622000	78.65
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon	100-420-622000	48.01
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon	100-420-622000	139.96
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon	100-420-622000	8.61
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon	100-420-622000	33.37
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	The Toll Roads of OC	100-420-646100	3.86
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon	100-420-910000	134.66
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8151) 02.06.26	Amazon	100-420-910000	161.61
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 02.06.26	Cox, WiFi Comm Ctr, 1/28/26 - 2/27/26	100-195-630000	654.77
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 02.06.26	Cox, T-1 City Hall, 1/5/26 - 2/4/26	100-195-630000	845.31
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 02.06.26	Cox, Cable, City Hall, 1/10/26 - 2/9/26	100-195-630000	364.90
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 02.06.26	Cox, T-1 Comm Ctr, 1/17/26 -	100-195-630000	584.27
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 02.06.26	Cox, WiFi City Hall, 1/19/26 - 2/18/26	100-195-630000	182.62
02/18/2026	US BANK CORPORATE PAYMENT SYSTEMS	CalCard (8740) 02.06.26	Cox, Traffic Signal, 1/7/26 - 2/6/26	100-195-630000	84.00
02/20/2026	AT&T	000024765623	Traffic Signal, 1/6/26 - 2/5/26	100-356-630000	31.87
02/20/2026	KOA CORPORATION	000024906-6	Citywide Safety Action Plan, 11/22/25 - 12/26/25	100-355-700000	17,800.00
02/20/2026	SOUTHERN CALIFORNIA NEWS	0011772916	Legal Advertising, Jan '26	100-155-624001	397.56
02/20/2026	SOUTHERN CALIFORNIA NEWS	0011774944	Legal Advertising, USE-0211-2025, Jan '26	100-000-223000	368.04
02/20/2026	MOULTON NIGUEL WATER DISTRICT	012926	Utilities - Water, 12/23/25 - 1/26/26	100-355-635000	4,672.25
02/20/2026	SOUTHERN CALIFORNIA EDISON	020226 - Acct #7002345C	Utilities - Electric, 8/28/25 - 1/31/26	100-355-631000	851.82
02/20/2026	SOUTHERN CALIFORNIA EDISON	020226 - Acct #7002345C	Utilities - Electric, 8/28/25 - 1/31/26	100-356-631400	14,227.92
02/20/2026	IRVINE RANCH WATER DISTRICT	020326	Utilities - Water, 1/2/26 - 2/2/26	100-355-635000	159.05
02/20/2026	SAN DIEGO GAS AND ELECTRIC	020326	Utilities - Electric, 1/1/26 - 1/31/26	100-356-631400	12,615.46
02/20/2026	SOUTHERN CALIFORNIA EDISON	020326 - Acct #7006973C	Utilities - Electric, 1/5/26 - 2/2/26	100-356-631400	15.16
02/20/2026	SOUTHERN CALIFORNIA EDISON	020426 - Acct #70016247	Utilities - Electric, 8/21/25 - 1/31/26	100-355-631000	140.80
02/20/2026	SOUTHERN CALIFORNIA EDISON	020426 - Acct #70016247	Utilities - Electric, 8/21/25 - 1/31/26	100-356-631400	1,439.92
02/20/2026	SOUTHERN CALIFORNIA EDISON	020426 - Acct #70016247	Utilities - Electric, 12/1/25 - 12/31/25	100-356-631900	4,142.76
02/20/2026	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	022870	Pre-Employment Fingerprinting, Jan '26	100-195-617000	32.00
02/20/2026	THE BEE MAN	137193	Bee Removal, Feb '26	100-355-720701	195.00
02/20/2026	SANTA MARGARITA PLUMBING AND AIR	16324-46968	Plumbing Repairs, Jan '26	100-355-645500	10,465.61
02/20/2026	MAIN GRAPHICS	167317	Envelopes, Feb '26	100-195-623000	573.49
02/20/2026	HR GREEN PACIFIC, INC.	198376	Public Works Permit Inspections, Jan '26	100-355-700255	11,760.00
02/20/2026	HR GREEN PACIFIC, INC.	198378	Electrical Upgrades, CIP #520, Jan '26	100-000-790600	2,590.00
02/20/2026	ULINE, INC.	204290901	Storage Shelves, Feb '26	100-355-622000	1,227.24

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Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/20/2026	THE RITZ COMPANIES	226555	Janitorial Services, Feb '26	100-310-721505	12,987.45
02/20/2026	COUNTS UNLIMITED, INC.	251169	Traffic Data Collection, Jan '26	100-356-700101	1,800.00
02/20/2026	PRECISION CONCRETE CUTTING	26-0034	Data Works Annual Subscription Fee	100-195-700090	2,000.00
02/20/2026	W.G. ZIMMERMAN ENGINEERING,	26-01-954	On-Call Engineer Services, Jan '26	100-355-700250	976.00
02/20/2026	BRIGHTVIEW LANDSCAPE SERVICES, INC	27449078	Santa Vittoria Park Playground Sand, Oct '25	100-355-720700	3,016.00
02/20/2026	AQUATICO	372-292	Fountains/Water Features Maintenance, Jan '26	100-310-645500	795.00
02/20/2026	WSP USA ENVIRONMENT AND INFRASTRUCTURE INC	40314888	Professional Services, NPDES Support, Jan '26	100-355-700000	14,320.00
02/20/2026	TOTAL SOURCE OFFICEWORKS	40956	Operating Supplies, Feb '26	100-355-622000	148.82
02/20/2026	CANON FINANCIAL SERVICES, INC.	42643875	Lease & Usage, 2XK05658, 1/1/26 - 2/28/26	100-195-641200	364.21
02/20/2026	CANON FINANCIAL SERVICES, INC.	42645512	Lease & Usage, 2XD05658 2XD05811, 1/1/26 - 2/28/26	100-195-641200	1,376.15
02/20/2026	CANON FINANCIAL SERVICES, INC.	42645513	Paperdeck Attachment 2XD05811A, 2/1/26-2/28/26	100-195-641200	36.56
02/20/2026	FULL TRAFFIC MAINTENANCE, INC.	46739	Traffic Maintenance, Feb '26	100-355-720401	3,070.07
02/20/2026	BILL'S SOUND AND SECURITY	47618	Passcode Change, Feb '26	100-310-630000	65.00
02/20/2026	AWARDS BY PAUL	60039	Award Plaques, Feb '26	100-420-622000	211.19
02/20/2026	CROSTOWN ELECTRICAL AND DATA, INC.	6026 - 6090	Traffic Signal Maintenance, Jan '26	100-356-720420	20,309.15
02/20/2026	VERIZON WIRELESS	6134455999	Communications Expense, 12/26/25 - 1/25/26	100-195-630000	866.90
02/20/2026	CHARLES ABBOTT ASSOCIATES, INC	69919	Professional Services, Jan '26	100-225-700000	23,317.38
02/20/2026	SANTA MARGARITA PLUMBING AND AIR	72	Restroom Repairs, Jan '26	100-355-645500	410.00
02/20/2026	JAMEY CLARK, INC.	77442	Graffiti Removal, Public Works, Jan '26	100-355-720500	585.00
02/20/2026	JAMEY CLARK, INC.	77452	Graffiti Removal, Public Works, Feb '26	100-355-720500	864.00
02/20/2026	JAMEY CLARK, INC.	77458	Drinking Fountain Replacement, Mandeville Park	100-355-910000	8,975.00
02/20/2026	JAMEY CLARK, INC.	77465	Park Repairs, Public Works, Feb '26	100-355-720701	480.00
02/20/2026	JAMEY CLARK, INC.	77479	Graffiti Removal, Feb '26	100-355-720500	740.67
02/20/2026	JAMEY CLARK, INC.	77483	Park Repairs, Public Works, Feb '26	100-355-720701	915.20
02/20/2026	JAMEY CLARK, INC.	77505	Park Repairs, Public Works, Feb '26	100-355-720701	351.88
02/20/2026	JAMEY CLARK, INC.	77516	Park Repairs, Public Works, Feb '26	100-355-720701	3,981.04
02/20/2026	JAMEY CLARK, INC.	77525	Graffiti Removal, Feb '26	100-355-720500	864.00
02/20/2026	JAMEY CLARK, INC.	77526	Park Repairs, Public Works, Feb '26	100-355-720701	1,343.52
02/20/2026	JAMEY CLARK, INC.	77527	Park Repairs, Public Works, Feb '26	100-355-720701	2,101.22
02/20/2026	NIEVES LANDSCAPE, INC.	83892	Baseball Field Maintenance, Feb '26	100-355-720700	6,950.00
02/20/2026	OPPENHEIMER INVESTIGATIONS GROUP LLP	9070	Legal Services, Jan '26	100-155-700010	33,770.00
02/20/2026	KDM MERIDIAN	9686	Map Checking Services, Feb '26	100-355-700000	4,262.50
02/20/2026	KDM MERIDIAN	9687	Map Checking Services, Feb '26	100-355-700000	942.50
02/20/2026	SHO GLOBAL ROOFING	BLDR-0390-2025	BLDR-0390-2025, C&D Refund, REC-016008-2025	100-000-227001	1,200.00
02/20/2026	ONTARIO REFRIGERATION SERVICE, INC.	C12197	HVAC Repairs, Jan '26	100-355-645500	1,372.00
02/20/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM48370	HVAC Repairs, Jan '26	100-355-645500	790.00
02/20/2026	OFFICE SOLUTIONS	I-20021261	Operating Supplies, Feb '26	100-195-622000	399.53
02/20/2026	OFFICE SOLUTIONS	I-20021983	Operating Supplies, Feb '26	100-195-622000	38.76
02/20/2026	GA TECHNICAL SERVICES, INC.	Pay Request #3 - Invoice :	Electrical Upgrades Project, CIP #520, Jan '26	100-000-201001	(3,817.71)
02/20/2026	GA TECHNICAL SERVICES, INC.	Pay Request #3 - Invoice :	Electrical Upgrades Project, CIP #520, Jan '26	100-000-790600	76,354.28
02/20/2026	ALL CITY MANAGEMENT, INC.	PS-INV103567	Crossing Guard Services, 1/18/26 - 1/31/26	100-420-720822	8,244.48
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005217	Landscape Services, Jan '26	100-355-720700	292.49
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005218	Landscape Services, Jan '26	100-355-720700	36.73
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005219	Landscape Services, Jan '26	100-355-720700	327.47
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005235	Landscape Services, Jan '26	100-355-720700	292.49

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Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005236	Landscape Services, Jan '26	100-355-720700	312.13
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005237	Landscape Services, Jan '26	100-355-720700	292.49
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005238	Landscape Services, Jan '26	100-355-720700	39.69
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005239	Landscape Services, Jan '26	100-355-720700	292.49
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005240	Landscape Services, Jan '26	100-355-720700	184.80
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005241	Landscape Services, Jan '26	100-355-720700	145.27
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005242	Landscape Services, Jan '26	100-355-720700	292.49
02/20/2026	DMS FACILITY SERVICES, LLC	STL-005243	Landscape Services, Jan '26	100-355-720700	292.49
02/26/2026	AT&T	000024777116	Alarm, Com Ctr & City Hall Lines, 1/7/26 - 2/6/26	100-195-630000	214.41
02/26/2026	AT&T	000024777116	Alarm, Com Ctr & City Hall Lines, 1/7/26 - 2/6/26	100-310-630000	155.71
02/26/2026	MOULTON NIGUEL WATER DISTRICT	021226	Utilities - Water, 1/13/26 - 2/9/26	100-310-635000	851.49
02/26/2026	MOULTON NIGUEL WATER DISTRICT	021226	Utilities - Water, 1/13/26 - 2/9/26	100-355-635000	10,828.18
02/26/2026	SAN DIEGO GAS AND ELECTRIC	021326	Utilities - Electric, 12/9/25 - 1/31/26	100-310-631000	8,423.79
02/26/2026	SAN DIEGO GAS AND ELECTRIC	021326	Utilities - Electric, 12/9/25 - 1/31/26	100-355-631000	8,759.87
02/26/2026	SAN DIEGO GAS AND ELECTRIC	021326	Utilities - Electric, 12/9/25 - 1/31/26	100-356-631400	16,283.69
02/26/2026	SAN DIEGO GAS AND ELECTRIC	021326	Utilities - Electric, 1/1/26 - 1/31/26	100-356-631900	738.23
02/26/2026	SOCALGAS	021926	Utilities - Gas, 1/16/26 - 2/17/26	100-310-632000	719.80
02/26/2026	MOULTON NIGUEL WATER DISTRICT	021926	Utilities - Water, 1/20/26 - 2/16/26	100-355-635000	116.41
02/26/2026	PETER PIL KIM	022426	Chick-fil-A, Reimbursement for Incident on 2/20/26	100-420-695000	140.16
02/26/2026	QUICKEL PAVING, INC.	129426	Concrete Repairs, Veeh Ranch Park, Feb '26	100-355-720701	8,795.00
02/26/2026	QUICKEL PAVING, INC.	129427	Concrete Repairs, El Conejo Park, Feb '26	100-355-720701	4,495.00
02/26/2026	TAIT & ASSOCIATES, INC	168347	Engineer Services, Jan '26	100-355-700250	1,857.00
02/26/2026	TAIT & ASSOCIATES, INC	168516	Reader Board Design, Jan '26	100-355-700250	2,595.00
02/26/2026	ARDURRA GROUP, INC.	180482	Engineering Services, Jan '26	100-355-700250	9,294.75
02/26/2026	WEST COAST ARBORISTS, INC.	240047	Tree Trimming Services, 1/16/26 - 1/31/26	100-355-720702	12,040.90
02/26/2026	HARTZOG AND CRABILL, INC.	26-0054(HCI#3502)	Traffic Signal Mgmt Svcs, Jan '26	100-356-700101	8,152.02
02/26/2026	ABTECH TECHNOLOGIES, INC.	2602014-IN	Laptop Dock, Feb '26	100-195-940000	506.06
02/26/2026	BURKE, WILLIAMS & SORENSEN, LLP	358124	Professional Services, Legal, Dec '25	100-155-700010	799.50
02/26/2026	BURKE, WILLIAMS & SORENSEN, LLP	360892	Professional Services, Legal, Jan '26	100-155-700010	5,347.50
02/26/2026	RJM DESIGN GROUP, INC.	37619	Reader Board Design, Jan '26	100-355-700250	7,435.71
02/26/2026	ASSOCIATION OF CA CITIES -OC	4238	Sacramento Advocacy Trip, Mar '26	100-155-611000	1,650.00
02/26/2026	BILL'S SOUND AND SECURITY	47623	Passcode Change, Feb '26	100-310-630000	65.00
02/26/2026	HARDY & HARPER, INC.	51936	PCC Improvement. Bridlewood & Vista Viejo, Feb '26	100-355-720401	21,812.50
02/26/2026	HARDY & HARPER, INC.	51937	Paseo De Valencia Sidewalk Improvements, Feb '26	100-355-720401	12,402.00
02/26/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6047	Private Security Patrol, 2/9/26 - 2/22/26	100-420-720850	7,308.00
02/26/2026	TRAUMA INTERVENTION PROGRAMS, INC	6129	Community Program, TIP, 1/1/26 - 3/31/26	100-420-720821	937.50
02/26/2026	JAMEY CLARK, INC.	77441	Janitorial Services, Jan '26	100-310-721505	3,450.00
02/26/2026	JAMEY CLARK, INC.	77540	Graffiti Removal, Public Works, Feb	100-355-720500	768.00
02/26/2026	JAMEY CLARK, INC.	77541	Park Repairs, Public Works, Feb '26	100-355-720701	384.00
02/26/2026	MOBILE MINI, INC.	9025320650	Storage Rental, Community Center, 1/1/26-1/28/26	100-310-641000	341.83
02/26/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM48424	Gas Valve Replacement, Feb '26	100-310-645500	1,095.00
02/26/2026	SOUTHERN COMPUTER WAREHOUSE	INV00860953	Dell Micro PC, Jan '26	100-195-940000	1,266.88
02/26/2026	HARDY & HARPER, INC.	Pay Request #2 - 51935	ADA Ramps, CIP #170, 1/13/26- 1/30/26	100-000-201001	(2,345.00)
02/26/2026	ALL CITY MANAGEMENT, INC.	PS-INV103928	Crossing Guard Services, 2/1/26 - 2/14/26	100-420-720822	9,980.16
02/26/2026	DMS FACILITY SERVICES, LLC	RC-T005911	Landscape Services, Jan '26	100-355-720700	101,390.00
02/26/2026	DMS FACILITY SERVICES, LLC	STL-005417	Landscape Services, Feb '26	100-355-720700	1,000.00
Fund 100 - General Fund Total:					609,704.83

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Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 210 - Gas Tax (HUTA) Fund					
02/20/2026	HR GREEN PACIFIC, INC.	198377	Field Verification-Street Zones, CIP #101, Jan '26	210-000-790600	2,180.00
Fund 210 - Gas Tax (HUTA) Fund Total:					2,180.00
Fund: 212 - Measure M2 Fund					
02/20/2026	CHARLES ABBOTT ASSOCIATES, INC	69936	Road Maintenance, Jan '26	212-355-720400	37,197.00
02/20/2026	SCA OF CA, LLC	CA25005862	Street Sweeping Services, Jan '26	212-355-720410	155.00
Fund 212 - Measure M2 Fund Total:					37,352.00
Fund: 301 - CARITS Road Fee Program Fund					
02/20/2026	W.G. ZIMMERMAN ENGINEERING,	26-01-953	Engineer Services, CIP #168, Jan '26	301-000-790600	2,565.25
02/20/2026	W.G. ZIMMERMAN ENGINEERING,	26-01-955	Engineer Services, CIP #168, Jan '26	301-000-790600	220.00
02/26/2026	HARTZOG AND CRABILL, INC.	26-0054(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Jan '26	301-000-790600	1,425.00
02/26/2026	KIMLEY-HORN AND ASSOCIATES INC	34765465	Fiber Coordination Project, CIP #168, Jan '26	301-000-790600	767.50
Fund 301 - CARITS Road Fee Program Fund Total:					4,977.75
Fund: 302 - CDBG Grant Fund					
02/20/2026	HR GREEN PACIFIC, INC.	198379	Curb Ramp Improvement, CIP #170, Jan '26	302-000-790600	8,646.25
02/26/2026	HARDY & HARPER, INC.	Pay Request #2 - 51935	ADA Ramps, CIP #170, 1/13/26-1/30/26	302-000-790600	46,900.00
Fund 302 - CDBG Grant Fund Total:					55,546.25
Fund: 306 - Waste & Recycling Fee Fund					
02/26/2026	AGROMIN HORTICULTURAL PRODUCTS	0365331-IN	Compost, Jan '26	306-355-700000	19,009.50
02/26/2026	ECONOMICS, INC.	2024.19	Professional Services, Recycling Program, Jan '26	306-355-700000	12,802.10
Fund 306 - Waste & Recycling Fee Fund Total:					31,811.60
Fund: 600 - Capital Improvement Projects Fund					
02/20/2026	HR GREEN PACIFIC, INC.	198377	Field Verification-Street Zones, CIP #101, Jan '26	600-000-490210	(2,180.00)
02/20/2026	HR GREEN PACIFIC, INC.	198377	Field Verification-Street Zones, CIP #101, Jan '26	600-251-950101	2,180.00
02/20/2026	HR GREEN PACIFIC, INC.	198378	Electrical Upgrades, CIP #520, Jan '26	600-000-490100	(2,590.00)
02/20/2026	HR GREEN PACIFIC, INC.	198378	Electrical Upgrades, CIP #520, Jan '26	600-255-950520	2,590.00
02/20/2026	HR GREEN PACIFIC, INC.	198379	Curb Ramp Improvement, CIP #170, Jan '26	600-000-490302	(8,646.25)
02/20/2026	HR GREEN PACIFIC, INC.	198379	Curb Ramp Improvement, CIP #170, Jan '26	600-251-950170	8,646.25
02/20/2026	W.G. ZIMMERMAN ENGINEERING,	26-01-953	Engineer Services, CIP #168, Jan '26	600-000-490301	(2,565.25)
02/20/2026	W.G. ZIMMERMAN ENGINEERING,	26-01-953	Engineer Services, CIP #168, Jan '26	600-251-950168	2,565.25
02/20/2026	W.G. ZIMMERMAN ENGINEERING,	26-01-955	Engineer Services, CIP #168, Jan '26	600-000-490301	(220.00)
02/20/2026	W.G. ZIMMERMAN ENGINEERING,	26-01-955	Engineer Services, CIP #168, Jan '26	600-251-950168	220.00
02/20/2026	GA TECHNICAL SERVICES, INC.	Pay Request #3 - Invoice :	Electrical Upgrades Project, CIP #520, Jan '26	600-000-490100	(76,354.28)
02/20/2026	GA TECHNICAL SERVICES, INC.	Pay Request #3 - Invoice :	Electrical Upgrades Project, CIP #520, Jan '26	600-255-950520	76,354.28
02/26/2026	HARTZOG AND CRABILL, INC.	26-0054(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Jan '26	600-000-490301	(1,425.00)
02/26/2026	HARTZOG AND CRABILL, INC.	26-0054(HCI#3502)	Traffic Signal Mgmt Svcs, CIP #168, Jan '26	600-251-950168	1,425.00
02/26/2026	KIMLEY-HORN AND ASSOCIATES INC	34765465	Fiber Coordination Project, CIP #168, Jan '26	600-000-490301	(767.50)
02/26/2026	KIMLEY-HORN AND ASSOCIATES INC	34765465	Fiber Coordination Project, CIP #168, Jan '26	600-251-950168	767.50
02/26/2026	HARDY & HARPER, INC.	Pay Request #2 - 51935	ADA Ramps, CIP #170, 1/13/26-1/30/26	600-000-490302	(46,900.00)

Payables Detail Report

Payment Dates: 02/13/2026 - 02/26/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
02/26/2026	HARDY & HARPER, INC.	Pay Request #2 - 51935	ADA Ramps, CIP #170, 1/13/26-1/30/26	600-251-950170	46,900.00
Fund 600 - Capital Improvement Projects Fund Total:					-
Grand Total:					741,572.43

Report Summary**Fund Summary**

Fund	Payment Amount
100 - General Fund	609,704.83
210 - Gas Tax (HUTA) Fund	2,180.00
212 - Measure M2 Fund	37,352.00
301 - CARITS Road Fee Program Fund	4,977.75
302 - CDBG Grant Fund	55,546.25
306 - Waste & Recycling Fee Fund	31,811.60
600 - Capital Improvement Projects Fund	-
Grand Total:	741,572.43

Account Summary

Account Number	Account Name	Payment Amount
100-000-140000	Prepaid Items	475.02
100-000-201001	Accounts Payable - Retention	(6,162.71)
100-000-223000	Plan Application Deposit	368.04
100-000-227001	Security Deposit - Waste	1,200.00
100-000-790600	Transfers Out to Capital	78,944.28
100-155-610000	Memberships & Subscriptions	252.50
100-155-611000	Training, Conferences, &	1,650.00
100-155-622000	Operating Supplies	1,233.34
100-155-623000	Printing & Mailing	185.00
100-155-624001	Advertising - Legal	397.56
100-155-700010	Legal Services - General Counsel	39,917.00
100-195-617000	Recruitment	102.00
100-195-622000	Operating Supplies	438.29
100-195-623000	Printing & Mailing	573.49
100-195-630000	Communications	3,797.18
100-195-641200	Copier Leases	1,776.92
100-195-700090	IT Contract Services & Support	2,017.99
100-195-940000	Computer Hardware	1,772.94
100-225-610000	Memberships & Subscriptions	34.84
100-225-611000	Training, Conferences, &	330.00
100-225-646100	Vehicles - Fuel & Maintenance	529.31
100-225-700000	Professional Services - Building &	23,317.38
100-310-610000	Memberships & Subscriptions	328.36
100-310-611000	Training, Conferences, &	15.00
100-310-622000	Operating Supplies	115.83
100-310-622500	Program & League Supplies	(846.24)
100-310-630000	Communications	285.71
100-310-631000	Utilities - Electric	8,423.79
100-310-632000	Utilities - Gas	719.80
100-310-635000	Utilities - Water	851.49
100-310-641000	Equipment Rentals & Leases	341.83
100-310-645500	Facility Maintenance & Repairs	1,960.24
100-310-646100	Vehicles - Fuel & Maintenance	118.54
100-310-695500	Special Events - Program Services	5,715.53
100-310-721505	Contract Services - Janitorial &	16,437.45
100-310-910000	Furniture & Equipment	149.77
100-355-610000	Memberships & Subscriptions	20.00
100-355-611000	Training, Conferences, &	252.76
100-355-622000	Operating Supplies	1,376.06
100-355-630000	Communications	1,628.24
100-355-631000	Utilities - Electric	9,752.49
100-355-635000	Utilities - Water	15,775.89
100-355-645500	Facility Maintenance & Repairs	13,333.47
100-355-646100	Vehicles - Fuel & Maintenance	382.58
100-355-700000	Professional Services	37,325.00
100-355-700250	On-Call Services	22,158.46

Account Summary

Account Number	Account Name	Payment Amount
100-355-700255	Improvement Inspections	11,760.00
100-355-720401	Other Public Works Maintenance	37,364.36
100-355-720500	Graffiti Removal	3,821.67
100-355-720700	Landscape Maintenance	115,726.07
100-355-720701	Parks Maintenance & Repairs	23,041.86
100-355-720702	Tree Maintenance	12,040.90
100-355-910000	Furniture & Equipment	8,975.00
100-356-630000	MOE - Communications	31.87
100-356-631400	MOE - Electric (Streetlights &	44,582.15
100-356-631900	MOE - Electric (On-Bill Financing)	4,880.99
100-356-700101	MOE - Traffic Engineer Services	9,952.02
100-356-720420	MOE - Traffic Signal Maintenance	20,309.15
100-420-610000	Memberships & Subscriptions	16.15
100-420-622000	Operating Supplies	519.79
100-420-646100	Vehicles - Fuel & Maintenance	3.86
100-420-695000	Community Assistance & Public	140.16
100-420-720821	Trauma Intervention Program	937.50
100-420-720822	Crossing Guard Services	18,224.64
100-420-720850	Private Security Patrol	7,308.00
100-420-910000	Furniture & Equipment	296.27
210-000-790600	Transfers Out to Capital	2,180.00
212-355-720400	Street Maintenance	37,197.00
212-355-720410	Street Sweeping	155.00
301-000-790600	Transfers Out to Capital	4,977.75
302-000-790600	Transfers Out to Capital	55,546.25
306-355-700000	Professional Services	31,811.60
600-000-490100	Transfers In from General Fund	(78,944.28)
600-000-490210	Transfers In from Gas Tax (HUTA)	(2,180.00)
600-000-490301	Transfers In from CARITS Road	(4,977.75)
600-000-490302	Transfers In from CDBG Grant	(55,546.25)
600-251-950101	Annual Street Maintenance	2,180.00
600-251-950168	Traffic Signal Improvements	4,977.75
600-251-950170	Access Ramps	55,546.25
600-255-950520	Community Center Electrical	78,944.28
Grand Total:		741,572.43

Project Account Summary

Project Account Key	Payment Amount
None	741,572.43
Grand Total:	741,572.43



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Notice of Completion and Final Payment for the FY25/26 Community Development Block Grant Curb Ramp Improvement Project, CIP No. 170

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 \$9,558.00, if no liens have been filed.

Background:

The subject project was awarded to Hardy & Harper, Inc. on October 18, 2025, by the City Council for the amount of \$187,410.00. Work began on December 22, 2025, and was substantially complete on February 13, 2026.

The scope of work included: Replacement of 42 curb ramps at intersections bounded by La Paz Road, Cabot Road, and Paseo de Valencia.

One contract change orders was executed for this project. The contract change order was for transitional grind and cap of asphalt pavement adjacent to two of the curb ramps. The cost associated with this change order was \$3,750.00. Therefore, the total construction cost of the project was \$191,160.00. The improvements are now complete and ready for acceptance.

Procedurally, a five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor has submitted a final retention payment request for approval in the amount of \$9,558.00

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 recommends 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 \$9,558.00, if no liens have been filed.

Fiscal Impact:

CIP No. 170 has a FY 2025/2026 budget of \$250,000.00, as approved by City Council on June 10, 2025 as part of the FY 2025-2027 Biennial Capital Improvement Program Budget.

Original Contract Amount: \$187,410.00 (Hardy & Harper, Inc.)
Contingency for Change Orders: \$62,590.00
Total Project Budget: \$250,000.00

Original Contract Amount: \$187, 410.00
Total Contract Change Orders: \$3,750.00
Total Contract Cost: \$191,160.00

Therefore, the total project cost is within the FY 2025/2026 Capital Improvement Program budget for the FY25/26 Community Development Block Grant Curb Ramp Improvement Project, CIP No. 170.

Attachments:

1. Notice of Completion

Recording Requested By:
The City of Laguna Hills

When Recorded Mail To:
Karen Hamman, Interim 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 March 10, 2026.

Description of Improvements

The replacement/improvement of 42 access ramps using Community Development Block Grant funds.

General Location

The area bounded by Paseo de Valencia, La Paz Road, and Cabot Road.

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: March 10, 2026

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*

Karen Hamman, Interim City Clerk



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Proposed Amendment No. 1 to the Professional Services Agreement with De Novo Planning Group, Inc. for On-Call Environmental Review and Land Use Consultant Services to Include Additional Services Related to Compliance with State No Net Loss Requirements (Government Code Section 65863)

Recommendation: That the City Council:

1. Approve proposed Amendment No. 1 to the current Professional Services Agreement with De Novo Planning Group, Inc. for on-call environmental and land use consultant services to include additional professional land use, environmental planning, and CEQA review services related to compliance with No Net Loss obligations under Government Code Section 65863 through the identification and availability of replacement sites capable of accommodating the City of Laguna Hills remaining unmet RHNA; and
2. Authorize the Finance Director to amend the budget by recognizing revenue by \$50,000 and appropriating an expense amount of \$136,857.

Background:

State housing law requires jurisdictions to maintain, throughout the Housing Element planning period, adequate sites with sufficient capacity to accommodate their remaining unmet Regional Housing Needs Assessment (“RHNA”) by income category. The City of Laguna Hills’ 6th Cycle Housing Element (2021–2029) was certified by the California Department of Housing and Community Development (“HCD”) in March 2024 and identified a portfolio of vacant and underutilized sites with assigned realistic capacity assumptions to demonstrate compliance with the City’s RHNA obligation of

1,985 units. The RHNA obligation was divided into the following categories: 921 lower-income units, 354 moderate-income units, and 710 above moderate-income units. The sites identified in the certified Housing Element were determined adequate to accommodate a total of 3,061 units, including 619 more units than the City's unmet RHNA in the lower income category, 51 more units than the City's unmet RHNA for the moderate-income category, and 406 more units than the City's unmet RHNA for the above-moderate income category. Overall, the sites inventory in the adopted Housing Element reflected a total capacity surplus of 1,076 units.

Among the most significant opportunity sites identified in the Housing Element was Summit Office Plaza and HERE (formerly Lakehills Corporate Park) properties located off of Mill Creek Drive (Housing Element Site ID Nos. 81, 87, and 113). Collectively, these sites were assumed to accommodate approximately 689 lower-income units, based on redevelopment at higher residential densities permitted under the Mixed Use ("MU") General Plan designation and Mixed Use with Housing Overlay ("MXU/H") zoning standards.

Since September 23, 2025, the City approved four housing developments: La Paz Village, Oakbrook Plaza, 23161 Mill Creek Road (Khoshbin), and Terravita, for a total of 946 residential units, including 44 very low-income units. Two of the four sites were identified in the Housing Element as potential sites to accommodate residential uses.

On January 27, 2026, the Planning Agency approved USE No. 0166-2023 (Oakbrook Plaza) for the development of 250 age-restricted apartment units. Pursuant to State Density Bonus Law, residential developments that provide a minimum of 35 age-restricted units are not required to include affordable units. On February 24, 2026, the Planning Agency approved USE No. 0209-2025 to allow the development of Terravita, a 480-unit residential redevelopment that included 24 very low-income units. While the projects significantly advances the City's overall housing production goals, the approved income levels differed from the assumptions relied upon in the Housing Element site inventory. Approval of the Oakbrook Plaza and Terravita project materially reduced the City's remaining realistic capacity to accommodate lower-income RHNA units. As a result, the City is now subject to the requirements of Government Code Section 65863 (No Net Loss Law), which obligates the City to identify and make available additional adequate sites to ensure continued compliance with State housing law.

On October 23, 2024, the City entered into a Professional Services Agreement with De Novo Planning Group for on-call environmental review and land use consultant services. At Staff's request, De Novo Planning Group submitted a proposal, dated February 17, 2026, to assist the City in identifying potential replacement sites, updating the Housing Element site inventory, coordinating with HCD, preparing necessary

General Plan and Zoning Code amendments, and completing the required environmental review under the California Environmental Quality Act (CEQA). These additional services can be performed within the existing Maximum Contract Amount for the October 23, 2024 Agreement, but require an amendment to the Agreement's Scope of Services. Approval of the proposed Amendment No. 1 to Professional Services Agreement will allow the City to timely address its No Net Loss obligations, maintain Housing Element compliance, and reduce the risk of State enforcement actions or loss of local land use authority.

DISCUSSION

Government Code Section 65863 requires that jurisdictions maintain adequate sites, at all times, during the Housing Element planning period, to accommodate its remaining unmet RHNA by income category. To the extent that a project proposes fewer dwelling units than assumed in the Housing Element's Site Inventory, it is the City's legal obligation to assure no net loss. If a jurisdiction approves a development on a Housing Element site with fewer units in a particular income category than assumed in the Housing Element, the City must either:

- Make findings that remaining sites in the Housing Element inventory are sufficient to accommodate the remaining unmet RHNA by income category; or
- Identify and make available additional adequate sites to ensure there is no net loss of residential capacity.

At the time of Housing Element adoption, the City demonstrated a surplus capacity of approximately 619 lower-income units beyond its lower-income RHNA obligation. However, since certification of the Housing Element, the City has approved four housing projects: La Paz Village, Oakbrook Plaza, 23161 Mill Creek Road (Khoshbin), and Terravita. Of the four projects, Oakbrook Plaza and Terravita are located on sites designated in the Housing Element to meet the City RHNA requirement. Collectively, these approvals have reduced the City's remaining lower-income capacity.

City staff evaluated all approved projects during the current Housing Element cycle and the remaining capacity of identified Housing Element sites. Following approval of the Terravita project, the City's remaining unmet lower-income RHNA obligation is approximately 1,293 units, while the remaining realistic capacity of Housing Element sites to accommodate lower-income units is approximately 1,076 units, resulting in a deficit of 261 lower-income units.

This deficit places the City in a formal No Net Loss position under Government Code Section 65863(c)(2), requiring the City to identify and make available additional adequate sites within 180 days of the approval of the Terravita project (February 24,

2026), or by no later than August 23, 2026. Such additional site(s) must have no planned or pending project(s) before the City, and must not currently be on the City's inventory of sites in the Housing Element.

Scope of Work

Compliance with No Net Loss requirements is subject to strict statutory timelines and involves multiple procedural steps. Identification of replacement sites must be substantiated by a defensible capacity analysis, verification of consistency with applicable zoning designations, and, where applicable, amendments to the General Plan and Zoning Code. In addition, HCD coordination is required to ensure acceptance of updated site inventory assumptions, and compliance with the California Environmental Quality Act ("CEQA") must be completed for any discretionary actions, including rezonings, necessary to implement the identified sites.

De Novo Planning Group's February 17, 2026, proposal directly responds to these requirements by providing a structured work program to:

- Evaluate potential replacement sites consistent with the City's certified Housing Element methodology;
- Prepare updates to the Housing Element site inventory and coordinate directly with HCD;
- Draft and process required General Plan Land Use Element and Zoning Code/Map amendments;
- Complete CEQA review through preparation of an Addendum to the City's General Plan FEIR; and
- Assist the City in meeting statutory deadlines, including the 180-day replacement site requirement.

De Novo has direct familiarity with the City's General Plan, Housing Element, MXU/H zoning framework, and recent Planning Agency actions, including peer review and analysis associated with the Terravita project. This familiarity allows De Novo to immediately commence work without the onboarding delays that would be associated with a new consultant unfamiliar with the City's regulatory framework and Housing Element assumptions.

Risk of Delay or Non-Compliance

Failure to address the identified lower-income capacity deficit in a timely manner would subject the City to increased oversight by the California Department of Housing and Community Development (HCD), potential enforcement actions, including decertification of the City's certified Housing Element status, loss of local discretion

over land use determinations, and elevated legal exposure under applicable State housing laws. Recent State enforcement practices reflect a heightened emphasis on proactive compliance with No Net Loss requirements and discourage delays in the identification and rezoning of adequate replacement sites.

Approval of the proposed Professional Services Agreement will allow the City to act promptly, meet statutory deadlines, and proactively maintain compliance with State housing law.

Developer Assistance

Government Code section 65863(e) requires the City to be solely responsible for compliance with maintaining adequate site capacity for its RHNA throughout the 2021-2029 planning period, unless a project applicant requests in their initial application, a density that would result in the remaining sites in the Housing Element not being adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65584, in which case the City can seek assistance from the project applicant in complying with No-Net-Loss requirements to identify alternative site(s). Kingsbarn Capital and Development, LLC, developer of the Terravita project, has agreed to reimburse the City of up to \$50,000 for consultant costs associated with identifying and rezoning additional housing sites.

Fiscal Impact:

The proposed Amendment No. 1 to the Agreement has a total not-to-exceed cost of \$186,857. The costs associated for this scope of work is anticipated to be supported through a combination of the current budget allocation for Housing Element implementation of \$50,000; up to \$50,000 from Kingsbarn Capital and Development, LLC; and a budget appropriation for \$136,857. The true net effect to the budget is \$86,857.

Attachments:

1. Proposed Amendment to Professional Services Agreement - De Novo Planning Group, Inc.
2. Professional Services Agreement - De Novo Planning Group, Inc.

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
De Novo Planning Group, Inc.
On-Call Environmental Review and Land Use Consultant Services

THIS FIRST AMENDMENT to the DE NOVO PLANNING GROUP, INC., Professional Services Agreement for On-Call Environmental Review and Land Use Consultant Services (the "Amendment" or "Amendment No. 1") is made and entered into to be effective this 10th day of March 2026, 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 DE NOVO PLANNING GROUP, INC., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Consultant previously entered into that certain Professional Services Agreement for the provision of environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act ("CEQA"), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis, which was made and entered into on October 23, 2024 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), 3.4 (Term), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be amended to provide for additional services, the term extended, and to include additional fees for services requested in writing at any time by mutual consent of the Parties.

B. Section 2.4 (Changes in Scope) of the Agreement provides that the Agreement may be amended in writing at any time in the event of any change or changes in the Scope of Services set forth in Section 1.1 of the Agreement.

C. The City has determined that there is an immediate need to amend the Consultant's Proposal/Scope of Work, dated July 11, 2024, (Exhibit "A" to the Agreement) set forth in Section 1.1 of the Agreement in order to provide for additional professional land use, environmental planning, and CEQA review services to assist the City in identifying and making available replacement sites suitable to accommodate its remaining unmet Regional Housing Needs Allocation ("RHNA"), in compliance Government Code Section 65863 ("No Net Loss Law"), preparation of General Plan and Zoning amendments, and completion of related CEQA documentation.

D. Consultant has submitted a supplemental proposal, dated February 17, 2026, to provide such additional professional land use, environmental planning, and CEQA review services, entitled "*Proposal to Comply with No Net Loss Requirements.*"

C. Toward this end, the Parties now mutually desire to enter into this Amendment No. 1 for the purpose of augmenting and modifying the Proposal/Scope of Work set forth in Section 1.1 of the Agreement to provide for additional professional land use, environmental planning, and CEQA review services, in accordance with Consultant's supplemental proposal, within the existing Maximum Contract Amount of \$500,000 set forth in Section 2.1 of the Agreement.

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

AGREEMENT

1. Amendment to Section 1.1, entitled "Scope of Services and Standard of Performance," of the Agreement. Section 1.1 of the Agreement is hereby amended to also include the additional professional land use, environmental planning, and CEQA review services set forth in Consultants supplemental proposal entitled, "*Proposal to Comply with No Net Loss Requirements*," dated February 17, 2026, a copy of which is attached hereto as **Attachment "1"** to this Amendment No. 1 and is incorporated herein by reference and is hereby made a part of Exhibit "A" to the Agreement.
2. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment No. 1 shall in all respects govern and control.
3. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment No. 1 as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
4. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 Amendment to the Agreement as of the date first written above.

"CITY"

CITY OF LAGUNA HILLS, a California
municipal corporation

By: _____
BOB WINGENROTH
City Manager

ATTEST:

By: _____
JOE AMES
Acting City Clerk

APPROVED AS TO FORM:

By: _____
GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

DE NOVO PLANNING GROUP,LLC.,
a California S-Corporation

By: _____
Name: BEN RITCHIE
Its: President

By: _____
Name: STEVE MCMURTY
Its: Chief Financial Officer

ATTACHMENT NO. 1

CONSULTANT'S PROPOSAL TO PROVIDE
ADDITIONAL PROFESSIONAL LAND USE, ENVIRONMENTAL
PLANNING, AND CEQA REVIEW SERVICES TO COMPLY WITH NOT NET
LOSS REQUIREMENTS

DATED: FEBRUARY 17, 2026

PROFESSIONAL SERVICES AGREEMENT
De Novo Planning Group
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective the 23rd day of October 2024, 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 DE NOVO PLANNING GROUP, INC., a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified land use and environmental planning firm to provide environmental review consulting services for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act (“CEQA”), as well to provide the City with other as-needed land use, environmental planning, and CEQA review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the “Project”).

B. In response to City’s Request for Proposals (RFP), dated May 30, 2024, Consultant has submitted to City a proposal, dated July 11, 2024, to provide the City with professional land use planning and environmental review consulting services for the Project pursuant to the terms and conditions of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional land use planning and environmental review consulting services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, training, certification, or technical expertise necessary to perform the work and services contracted for herein.

D. City desires to retain Consultant to provide such professional land use planning and environmental review consulting services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional

land use planning and environmental review consulting services for the Project as set forth in the Proposal/Scope of Work, dated July 11, 2024, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original Proposal/Scope of Work dated July 11, 2024 submitted to the City (“Consultant’s Proposal”), which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal/Scope of Work is attached hereto as Exhibit “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and (2nd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant

shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings deemed reasonably necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from October 23, 2024 through October 22, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any

fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

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

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

3. SCHEDULE OF PERFORMANCE

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

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

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

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on October 23, 2024 and ending on October 22, 2029, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Amanda Tropiano, Principal.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons

engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement as required by law and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify,

and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility & Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

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

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

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

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. Intentionally omitted.

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

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

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

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

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

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

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

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

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

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent

as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

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

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

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

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

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

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

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of City.

7. REPORTS AND RECORDS

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

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the

project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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

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

8. ENFORCEMENT OF AGREEMENT

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

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The

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

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

9.3 Covenant Against Discrimination. In connection with its performance under

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

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

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

To Consultant: De Novo Planning Group
Attention: Amanda Tropiano, Principal
180 E. Main Street, Suite 108
Tustin, California 92780
Telephone: (714) 453-7711
Email: atropiano@denovoplanning.com

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

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

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

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

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/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.

10.9 Labor Code Requirements.

A. Prevailing Wages. Consultant is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

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

[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

JARAD L. HILDENBRAND,
City Manager

ATTEST:

(SEAL)
JENNIFER LEE, City Clerk

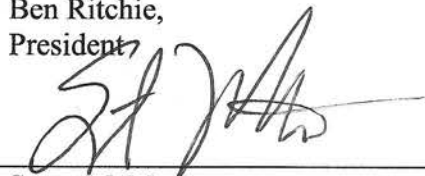
APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
DE NOVO PLANNING GROUP, a
California corporation

By: 

Ben Ritchie,
President

By: 

Steve McMurtry,
Chief Financial Officer

EXHIBIT “A”

**CONSULTANT’S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL ENVIRONMENTAL REVIEW CONSULTING SERVICES**

DATED: JULY 11, 2024

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
SCHEDULE OF PERFORMANCE
AND
SCHEDULE OF COMPENSATION/ FEES

Proposal for On-Call CEQA Consulting Services

City of Laguna Hills | July 11, 2024



SUBMITTED TO:

City of Laguna Hills
Jay Wu, Senior Planner
24035 El Toro Road
Laguna Hills, California 926533

SUBMITTED BY:

De Novo Planning Group
Amanda Tropiano, Principal
180 E Main Street, Suite 108
Tustin, CA 92780
atropiano@denovoplanning.com
714.453.7711

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A. COVER LETTER

City of Laguna Hills
Jay Wu, Senior Planner
24035 El Toro Road
Laguna Hills, California 92653

SUBJECT: Proposal for On-Call CEQA Consulting Services

Dear Mr. Wu:

On behalf of De Novo Planning Group, thank you for the opportunity to submit this Proposal to provide On-call CEQA Consulting Services pursuant to the Request for Proposals (RFP), including but not limited to, preliminary review of projects for CEQA purposes; preparation of technical studies, Initial Studies, Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports (including Amendments or Addendums), including for specific potential projects; provide peer review of applicant-prepared CEQA documents; review CEQA/NEPA documents from neighboring jurisdictions/agencies; and participate in required consultation, facilitate scoping meetings, and file notices in compliance with the California Environmental Quality Act (CEQA).

De Novo Planning Group (De Novo), a California S Corporation, is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. The firm's principal-level staff have successfully completed hundreds of projects consisting of comprehensive general plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, hazard mitigation plans, biological assessments, wet-land delineations, and development projects throughout California.

Our team will provide the City of Laguna Hills with an energetic and dedicated group of principal-level professionals with exceptional skills and qualifications. Located in our Tustin office, our team is led by De Novo Principal Amanda Tropiano and Principal Planner, Starla Barker, AICP, who will serve as the primary point of contact for the City. Starla has extensive experience in managing planning and environmental compliance documents, including on-call environmental consulting services contracts for local agencies. Starla has recent experience providing CEQA services for the City of Laguna Hills through preparation of the CEQA Addendum for the Amended 2021-2029 Housing Element Update, Rezoning Program, and Objective Design Standards Project.

When providing on-call services for municipal clients, our goal is to serve as an extension of staff in a capacity that will provide the tools, research, and professional knowledge to help evaluate a project's potential environmental impacts in a clear and concise way. We take great strides to ensure the environmental review process is smooth from a City perspective and that your elected and appointed officials have the information they need to make informed decisions. Our services result in environmental documentation and analyses that is technically sound, cost effective, and delivered within the client's schedule. We are confident that our experience, record of success, and principal-level attention to projects will prove to be extremely valuable to the City.

The De Novo team brings to the City of Laguna Hills the following unique benefits:

Success Providing On-Call Services. De Novo's Principals have served as contract planning/environmental staff and provided on-call services for several agencies throughout California, including but not limited to: Aliso Viejo, Baldwin Park, Burbank, Culver City, Fountain Valley, Fullerton, Gardena, Glendora, Irvine,

Laguna Beach, Lake Forest, Moreno Valley, Norwalk, Pasadena, Rancho Santa Margarita, San Clemente, San Fernando, Santa Ana, Rosemead, Signal Hill, South Gate, and West Hollywood.

We understand the role of staff in the planning and CEQA compliance processes, and we pride ourselves on providing prompt and responsive services to our clients. Our past success has resulted in professional relationships that last years, and we continue to serve as resources for our clients well after individual projects have been completed.

Exceptional CEQA Experience. Our team is well experienced with managing and preparing environmental compliance documents for a range of development projects including hotel, office, mixed use, industrial, residential, alternative energy, hospitals, schools, and parks, as well as policy programs including General Plans, Zoning Ordinances, and Specific Plans. Our projects are managed by a Principal-level management team who will be in attendance at all public and stakeholder meetings and will be intimately involved in every aspect of the project. This approach provides an exceptional level of quality control.

Utilization of Technical Staff and Subconsultants. De Novo technical team members provide expertise in the areas of air quality, greenhouse gas emissions, biological resources, health risk assessments, aesthetics, land use/planning, population/housing, and public services and utilities. De Novo regularly teams with the region's top subconsultants for transportation (Fehr & Peers and MAT Engineering), noise (MD Acoustics), and cultural studies (Chronicle Heritage), all of whom are leaders in their fields and have experience working on a wide range of projects throughout southern California.

Diversified Professional Expertise. One of the key things that sets our firm apart from our competitors is the unparalleled experience and diverse skill sets of our Principals. Our team members are experts in a wide range of planning disciplines, including environmental compliance, long-range planning (preparation of comprehensive general plans, specific plans, zoning codes, housing elements, and various ordinances), and development processing. Our team excels at providing meaningful and engaging public and community outreach, consensus building, and workshop facilitation.

Benefits of a Boutique Planning Firm. All of De Novo's principal-level staff have served as senior project managers with larger consulting firms, and through this experience we have gained intimate knowledge of some of the operational inefficiencies of large firms. We achieve cost savings through use of a streamlined team composed of De Novo Principals and principal- and senior-level staff of our subconsultants. Because we remain relatively small, we are able to offer our clients significantly lower rates, while still providing Principal-level attention to each project.

We truly appreciate being considered for this project and for the opportunity to continuing to work with the City of Laguna Hills. Amanda Tropiano, Principal, is authorized to make representations on behalf of De Novo Planning, a California S-Corporation. Ms. Tropiano can be reached at (714) 453-7711 or atropiano@denovoplanning.com | 180 East Main Street, Suite 108, Tustin, CA 92780. Starla Barker can be reached at (949) 396-8193 or sbarker@denovoplanning.com.

Sincerely,



DE NOVO PLANNING GROUP
Amanda Tropiano, Principal

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

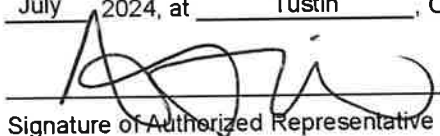
ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 5th day of July, 2024, at Tustin, California.



Signature of Authorized Representative

Amanda Tropiano

Name of Authorized Representative

Principal

Title of Authorized Representative

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B. COMPANY DATA

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. For the past 15 years, De Novo Planning Group has successfully operated in the Sacramento, Greater Bay Area, Central Valley, Tahoe Basin, and northern California regions, and in 2017, opened an office in Orange County under Principal Amanda Tropiano to serve southern California clients. In 2020, Starla Barker, AICP, joined the firm, further expanding our southern California CEQA practice. Starla brings over 20 years of experience preparing and managing CEQA and NEPA compliance documents throughout southern California. The firm's principal-level staff have successfully completed over 350 projects consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects throughout California. De Novo Planning Group incorporated in July 2008 and has full-service offices in northern and southern California. Implementation of this contract for the provision of on-call services will be conducted from our southern California office located in Tustin.

Our Mission

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance the often-conflicting goals of economic, social, environmental, legal, and political forces. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost effective, and delivered within the client's schedule.

Our Philosophy

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of our knowledge for developing sensible and cost-effective solutions to concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

Official Name

De Novo Planning Group

Primary Point of Contact

Starla Barker, AICP
Principal Planner
949-396-8193
sbarker@denovoplanning.com
180 E. Main Street, Suite 108
Tustin, CA 92780

Entity Type

California S-Corporation

Federal Employer ID

26-2962235

Firm Locations

Southern California:
180 E. Main Street, Suite 108
Tustin, CA 92780

Northern California:
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
916-949-3231

Ownership

De Novo Planning Group is totally owned by Principals Ben Ritchie, Steve McMurtry, Beth Thompson, and Amanda Tropiano.

Years in Business/Providing Service

15

Other Lines of Business

None

COMPARABLE CONTRACTS

The De Novo team has a wide range of experience providing on-call environmental services for public agency clients throughout California, including but not limited to: Aliso Viejo, Burbank, Culver City, Fountain Valley, Fullerton, Gardena, Glendora, Irvine, Laguna Beach, Lake Forest, Moreno Valley, Norwalk, Pasadena, Rancho Santa Margarita, San Clemente, San Fernando, Santa Ana, Rosemead, Signal Hill, South Gate, West Hollywood, as well as Brentwood, Citrus Heights, Davis, Lincoln, Manteca Rancho Cordova, and Tracy. We understand the role of staff in the planning and CEQA compliance processes, and we pride ourselves on providing prompt and responsive services to our clients. Our past success has resulted in professional relationships that last years, and we continue to serve as resources for our clients well after individual projects have been completed. We strongly encourage you to contact our clients; we are confident they will speak highly of our capabilities and responsiveness, as well as the character and integrity of our firm and Principals.

Below are public agency clients and representative projects in which the De Novo team has provided similar environmental consulting services on an on-call and competitive basis within the past five years.

City of Burbank Environmental Services

While at her previous firm and continuing at De Novo, Starla Barker, serving as Project Manager, has provided environmental services to the City of Burbank for a variety of projects requiring CEQA clearance documentation.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for the Madison Square Garden (MSG) Media Studios Project. The Project proposes to construct a prototype facility for MSG Entertainment's creative teams to develop and edit content prior to its ultimate use in Las Vegas productions. The Project proposes to construct a spherical geodesic dome approximately 186 feet in diameter (with an approximately 28,664 gross square foot floor plate) on the approximately 1.95-acre site. The exterior dome would be installed on a base concrete slab and have a maximum height above grade of 95-feet 2-inches and an FAR of .37. The exterior dome would provide weather protection for the smaller second dome on the interior ("interior dome"), which will display MSG's content for post-production editing and sound mixing. The exterior dome would also house restrooms, a break room and pantry, meeting room, production space, a modular server room, loading dock and small lobby. The prototype would not be used for any "live studio audiences" experiences. The De Novo team prepared an air quality analysis, including a health risk assessment, noise assessment, and a transportation assessment to support the CE. De Novo staff included Starla Barker and Josh Smith. Project Initiation: March 2021. Project Approval: June 2021. Project Applicant: MSG Entertainment. Project Contact: Greg Mirza-Avakyan, Associate Planner | 818-238-5250 | GMirzaAvakyan@burbankca.gov

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a mixed-use infill residential and retail/office development within the City of Burbank (624-628 San Fernando Boulevard Mixed-Use Project). The project proposes a four-story mixed-use building consisting of 42 residential dwelling units above 3,500 square feet of retail space and 8,200 square feet of office space. Of the 42 units, five would be deed restricted affordable units. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Josh Smith. Project Initiation: March 2020. Project Approval: August 2020. Project Applicant: Burbank Capital, LLC. Project Contact: Lisa Frank, Associate Planner | 818-238-5263 | LFrank@burbankca.gov

De Novo is preparing an EIR for the 2500 N. Hollywood Way Dual Brand Hotel Project. De Novo staff includes Starla Barker, Steve McMurtry, Ashley Brodtkin, and Josh Smith. The Project proposes a dual-brand hotel on a property with an existing Marriott and Convention Center, located across from the Hollywood Burbank Airport. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and provided the City with an Administrative Draft EIR. Subsequent to completion of the Administrative Draft EIR, the Applicant has modified the Project and preparation of the revised CEQA document will be initiated in late 2023. Project Initiation: May 2020. Project Completion: Anticipated 2024. Project Applicant: AWH Partners. Project Contact: Daniel Villa, Senior Planner | 818-238-5250 | DVilla@burbankca.gov

De Novo recently initiated preparation of technical studies and an Initial Study/Mitigated Negative Declaration (IS/MND) for the 129 E. Providencia Hotel Project. The Project proposes removal of existing structures and development of an 84-room Home2Suites Hotel. The Project was initiated in October 2023. De Novo Staff includes Starla Barker, Christine Abraham, Erik Anderson, and Josh Smith. Teaming Partners include MD Acoustics and Chronicle Heritage. Project Initiation: November 2023. Project Completion: Anticipated late 2024. Project Applicant: Sukian, LLC. Project Contact: Karen Chavez, Assistant Planner | 818-268-5248 | kchavez@burbankca.gov

City of Gardena Environmental Services

Since early 2020, De Novo Planning Group has prepared several environmental compliance documents on behalf of the City.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a proposed Lab Five Soccer Center. The project proposes to construct a 5-a-side soccer center facility on an approximately 1.5-acre site. The proposed Lab Five Soccer Center would consist of seven 50-feet by 98-feet soccer fields with low rebound walls, netting, and 20-foot high light poles illuminated by LED down lights. The existing office building (2,786 square feet) would be retained and the storage building (200 square feet) would be removed to allow for an outdoor seating area. Minor interior improvements would be made to the existing office building and approximately 878 square feet of the existing 2,786-square-foot office would be converted to an incidental café use for patrons of the Lab Five Soccer Center. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: August 2021. Project Approval: November 2021. Project Applicant: Lab Five. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the U-Haul Redevelopment Project. The Project proposes to remove the existing on-site structures and develop a new, modern U-Haul Moving and Storage Store with a 177,573 square foot, 5-story storage facility and a separate 8,000 square foot building for retail sales and office use. In addition to providing U-Haul truck and trailer sharing and retail sales, the location will house regional U-Haul marketing operations. The applicant is seeking a Zone Change from C-3 to Heavy Commercial (C-4), a Zone Text Amendment to allow for greater ground floor street frontage when a proposed self-storage facility has at least 600 feet of lot frontage on a major collector or arterial street, a Conditional Use Permit (CUP) to allow for the self-storage facility within the C-4 Zone, and Site Plan Review. The De Novo team prepared the environmental analysis, including the following technical studies: air quality, cultural resources, energy, greenhouse gas emissions, noise, sewer supply, and transportation,

as well as peer review of several applicant-prepared technical studies. De Novo staff included Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Teaming partners included MD Acoustics. Project Initiation: May 2021. Project Completion: June 2022. Project Applicant: U-Haul of Los Angeles South. Project Contact: Amanda Acuna, Senior Planner | 310-217-9524 | aacuna@cityofgardena.org.

De Novo prepared an IS/MND for the Hotel Standards General Plan & Zoning Code Amendment Project. The City of Gardena proposed to amend the General Plan and Zoning Code to provide for new and revised development standards specific to amenity hotels, provide clean-up language to the General Plan Land Use Plan to incorporate previous amendments to the Zoning Code, and to provide other minor clean-up language to the Zoning Code. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Project Initiation: September 2020. Project Approval: April 2021. Project Applicant: City of Gardena. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the proposed 1108 W. 141st Street General Plan Amendment and Zone Change Project. The Project proposes a General Plan Amendment and Zone Change to redesignate the property as General Commercial with a Mixed-Use Overlay in the Land Use Plan and rezone the property as General Commercial (C-3) with a Mixed-Use Overlay (MUO) designation. The timing of the change in designation and zoning is due to the recent enactment of Government Code section 66300 which essentially requires that a city may only change a land use designation or zoning ordinance to a less intensive (residential) use, if it concurrently makes changes to other parcels within the city to ensure there is no net loss in residential capacity. Although a specific development is not being proposed at this time, based on the existing agreements and development standards that would be applicable to the site associated with the proposed General Plan Amendment and Zone Change, the CEQA analysis considers the potential for future development of a four-story hotel (65 feet high) with up to 126 rooms within a single structure of approximately 68,000 square feet and a separate 5,000 square foot restaurant on 2.0 acres of the 4.59-acre Project site. The remaining acreage would remain as required parking for the adjacent casino. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: June 2020. Project Approval: December 2020. Project Applicant: Gardena LF, LLC. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo prepared an IS/MND for the 141st and Normandie Project which proposes to remove an existing landscape nursery and two single family homes and develop 50 townhomes. The project includes a General Plan Amendment, Zone Change, Tentative Tract Map, Site Plan Review and Variance to allow development of the residential uses. Key environmental issues include transportation, hydrology/drainage, hazards and hazardous materials, and noise. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: March 2020. Project Approval: November 2020. Project Applicant: Olson Company. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

The Evergreen Residential Project proposes to remove an existing retail garden center/commercial container nursery and motel and develop 84 townhomes, including two affordable units. The project includes a General Plan Amendment, Zone Change, Tentative Tract Map, and Site Plan Review to allow development of the residential uses. Key environmental issues include noise, transportation and hydrology/drainage. De Novo staff included Starla Barker, Steve McMurtry, and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: March 2020. Project Approval: November 2020. Project

Applicant: Melia Homes. Project Contact: Lisa Kranitz, Assistant City Attorney | 310-450-9585 | lkranitzlaw@gmail.com

De Novo is currently preparing the EIR for the City of Gardena Land Use Plan, Zoning Code & Zoning Amendment Project. The project proposes to amend the Land Use Plan of the Community Development Element of the General Plan with the addition of new land use designations. Other technical updates will be added to reflect changes that have occurred since 2006. The General Plan Land Use Policy Map will be amended to apply new land use designations. New zones will be created to provide consistency with the Land Use Plan update and additional changes will be made to the Zoning Code, including objective Residential Design Standards. The Gardena Zoning Map will be amended to apply the new zones to specific parcels within the City and to eliminate split-zoned properties and rezone other properties to match the existing uses, densities, or intensities that already occur on those properties. As part of the project, the existing Artesia Corridor Specific Plan (ACSP) will be rescinded. The amendments will allow for new residential development or increased residential development when compared to existing conditions. As site-specific development proposals are not currently known, a programmatic analysis of the potential environmental impacts associated with new residential development consistent with implementation of the proposed project was prepared in the EIR. Public review of the Draft EIR is anticipated to occur in Fall 2023. The work program was initiated in 2022 and was recommended by the Planning Commission for approval on June 18, 2024. City Council consideration is scheduled for July 23, 2024. De Novo staff includes Starla Barker, Josh Smith, and Erik Anderson. Teaming partners include Kittelson and MD Acoustics. Project Applicant: City of Gardena. Project Contact: Amanda Acuna, Senior Planner | 310-217-9524 | aacuna@cityofgardena.org

Lake Forest On-Call Environmental Services, City of Lake Forest

De Novo is currently providing on-call environmental services to the City of Lake Forest. In this capacity, De Novo has been retained to prepare environmental documents for various private projects in Lake Forest.

De Novo prepared a CEQA Class 32 Categorical Exemption (CE) for a proposed Extra Space Storage facility. The Project proposes to remove 91 uncovered RV storage spaces within the 1.96-acre northwest portion of the property and construct a three-story, 90,512 square-foot climate-controlled self-storage building with 533 units. New landscaping would be provided at the corners of the proposed building and enhanced landscaping would be provided within the existing landscaped areas along the property's frontage, adjacent to the existing office building, and within the existing parking area. Existing light fixtures within the proposed improvement area would be removed to accommodate the proposed building and wall mounted light fixtures would be provided on the building exterior. Some of the existing fire hydrants would be relocated to accommodate the proposed building and a transformer would be installed between the proposed building and the existing two-story storage building. The CE Report assesses the project's consistency with each criterion, including a General Plan consistency analysis and assessment to confirm no significant effects relating to traffic, noise, air quality and water quality. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: March 2023. Project Approval: August 2023. Project Applicant: KSP Studio. Project Contact: Jennifer Mansur, AICP, Senior Planner | 949-461-3472 | jmansur@lakeforestca.gov.

De Novo prepared an IS/MND for the Applied Medical Expansion and Bridge Project (Site Development Permit 12-20-5391). The Project applicant is applying for a Site Development Permit for the properties

located at 20162 and 20202 Windrow Drive. The Project includes a 73,168 square foot tenant improvement on the first floor, 7,339 square foot building addition on the first floor, and a new 26,756 square foot second floor to the L203 Building (20202 Windrow Drive), as well as a new 13,253 square foot bridge to connect the L203 Building with the L202 Building (20162 Windrow Drive). The new bridge is proposed to serve as a location to house a mechanical central plant, as well as Cogen and central plant equipment. A walkway on the new bridge will allow team members to travel between the two buildings. To serve the new Cogen equipment, new electrical equipment will be installed at the parking lot level located between the L203 Building and the toll road. Site work will include new walkways, an extended ADA path of travel, new paving, new curbs and parking striping. De Novo also provided peer review of the applicant-prepared technical studies. De Novo staff included Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Primary environmental concerns include air quality, noise, and transportation. Project Initiation: March 2021. Project Approval: December 2021. Project Applicant: Applied Medical. Project Contact: Ron Santos, Senior Planner | 949-461-3449 | rsantos@lakeforestca.gov

De Novo prepared an IS/MND for the Lock & Leave Self-Storage Facility (Use Permit 01-20-5331). The Project applicant proposes to convert an existing 64,329 square foot warehouse building into a 108,148 square foot climate controlled, Class "A" two-story self-storage facility consisting of 635 units, including a sales and rental office, break rooms, restrooms, and loading bays. The exterior of the building would remain largely unchanged. The existing loading dock would be filled and repaved to match adjacent grades, two existing landscape planters would be expanded, a portion of the parking area on the west side of the building would be filled and repaved to match the grade of the building's first floor, and a new entry stair and pedestrian access ramp would be construction. The Project is consistent with the General Plan and Zoning designations, but would require a use permit. De Novo staff included Starla Barker and Josh Smith. Primary environmental concerns include noise and hydrology/water quality. Project Initiation: September 2020. Project Approval: April 2021. Project Applicant: Makena Properties. Project Contact: Ron Santos, Senior Planner | 949-461-3449 | rsantos@lakeforestca.gov.

De Novo is currently preparing an IS/MND for the Great Scott Landscape Facility (Plan Amendment 03-18-5155, Zone Change 03-18-5144, and Use Permit 03-18-5146). The Project applicant proposes a General Plan Amendment from Regional Park/Open Space to Light Industrial, a Zone Change from A-1 General Agriculture to M-1 Light Industrial, and a Use Permit to allow for a Contractor/Landscape business (Great Scott Landscape Facility) to locate at 20865 Canada Road. Primary environmental concerns include biological resources, hydrology/water quality, and transportation. The IS/MND has been made available for public review. Subsequently, the Applicant has modified the Project requiring additional environmental review to include updated technical studies and revisions to the IS/MND. In June 2024, the revised IS/MND was recirculated for public review. The work program was originally initiated in 2021 and is anticipated to be completed in fall 2024. Project Applicant: Great Scott Tree Service. Project Contact: Marie Luna, Senior Planner | 949-461-3466 | mluna@lakeforestca.gov.

Laguna Beach On-Call Environmental Services, City of Laguna Beach

De Novo is currently providing on-call environmental services to the City of Laguna Beach. In this capacity, De Novo has been retained to prepare environmental documents for various public and private projects in Laguna Beach.

De Novo prepared an IS/ND for the 749 Marlin Drive Extension Project (RD EXT-2021-10443/CDP-2022-2071). The Project applicant applied for a Road Extension and a Coastal Development Permit to extend

the northerly end of Marlin Drive approximately one foot by 37 feet in order to provide access from Marlin Drive for the potential future development of a single-family residence. De Novo staff included Starla Barker, Ashley Brodtkin and Erik Anderson. Project Initiation: October 2022. Project completion: March 2023. Project Applicant: Merrick and Mary Lynn Leckey. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

De Novo prepared a CEQA Class 5 and Class 32 Categorical Exemption Report for Riddle Field Park. Riddle Field Park is a City of Laguna Beach park with an illuminated baseball field, half basketball court, playground, picnic tables and restrooms. Riddle Field Park currently hosts little league baseball practices and games for Laguna Beach Little League (LBLL), permitted by a Field Use Permit. LBLL has requested to amend the Field Use Permit for the 2024 baseball season for the use of Riddle Field Park baseball field to accommodate increased demand for little league play during the baseball season. More specifically, LBLL requests to expand the number of days per week and the hours per day that lighting would be used at the ballfield. De Novo staff included Starla Barker and Christine Abraham. Project Initiation: February 2024. Project completion: May 2024. Project Applicant: City of Laguna Beach. Project Contact: Alexis Braun, Recreation Manager | 949-497-0762 | abraun@lagunabeachcity.net

De Novo is preparing an IS/MND for the 385 Nyes Place Project. The Project applicant is applying for a Design Review and a Coastal Development Permit to construct a new three-story, single-family residence, accessory dwelling unit, and two street-level garages. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and provided the City with an Administrative Draft IS/MND. De Novo staff includes Starla Barker, Ashley Brodtkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: March 2023. Project completion: Anticipated Fall 2024. Project Applicant: Thomas Norris. Project Contact: Martina Caron, AICP, Principal Planner | 949-464-6629 | mcaron@lagunabeachcity.net

De Novo is preparing an IS/MND for the 2354 San Clemente Street (DR-2021-8817, CDP-2021-8819, VAR-2021-8820) Project. The Project applicant is applying for a Design Review, a Variance, and a Coastal Development Permit to remove the existing single-family residence, detached guest house and associated site improvements, and construct a new two-story, 3,583 square-foot single-family residence, with attached 528 square-foot two-car garage, elevated deck, hardscaping and landscaping. The team has conducted peer review of applicant-prepared technical studies, prepared additional technical studies, and is working on the Administrative Draft IS/MND. De Novo staff included Starla Barker, Ashley Brodtkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: February 2023. Project completion: Anticipated Fall 2024. Project Applicant: Kevin Aaronson. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

De Novo is preparing an IS/MND for the 820 Gainsborough Drive Project. The Project applicant is applying for a Design Review and a Coastal Development Permit to construct a new three-story, single-family residence and an attached two-car garage. The team is conducting a peer review of applicant-prepared technical studies, preparing additional technical studies, and is working on the Administrative Draft IS/MND. De Novo staff included Starla Barker, Ashley Brodtkin, and Erik Anderson. Primary environmental concerns include biological resources, cultural resources, geology and soils, tribal cultural resources and wildfire. Project Initiation: July 2023. Project completion: Anticipated Fall 2024. Project Applicant: Laguna

3 Land, LLC. Project Contact: Amber Dobson, Planning Manager | 949-497-0362 | adobson@lagunabeachcity.net

The Commons at Aliso Viejo IS/MND, City of Aliso Viejo

The De Novo team is preparing an IS/MND for The Commons at Aliso Viejo Project in the City of Aliso Viejo. The Project proposes to remove the existing surface parking, landscaping, and improvements and construct a mixed-use development consisting of 343 residential units and 17,273 square feet of ground floor commercial use within a six-story building. The mixed-use building would wrap around a centrally located eight-level parking structure with a subterranean parking garage and rooftop residential amenity space. The Project includes a Specific Plan Amendment, Vesting Tentative Map, Site Development Permit, and Development Agreement to allow construction of the proposed mixed-use residential and retail development on an approximately 4.4-acre site. The Project site is designated High Density Residential/Town Center Commercial and Open Space and is zoned SP-2: The Commons Specific Plan. The Project site is located within The Commons at Aliso Viejo Town Center, Specific Plan No. 2, which envisions a mixed-use development project within the Aliso Viejo Commons portion of the Aliso Viejo Town Center. According to the Specific Plan Zoning Districts Map, the Project site is located within the SP2-RH Zoning District (Residential – High Density District) and SP2-CTC Zoning District (Commercial – Town Center District). De Novo staff include Starla Barker, Josh Smith, Erik Anderson, and Abdul Jama. The Project is ongoing. Project Initiation: January 2024. The Project is anticipated to be completed in Fall 2024. Project Applicant: Avalon Bay Communities, Inc. Project Contact: Rose Rivera, Senior Planner | rrivera@avcity.org

La Verne General Plan Update and EIR, City of La Verne

De Novo is preparing the comprehensive update to the City of La Verne General Plan. The General Plan Update constitutes the policy and regulatory framework by which future development projects will be reviewed and public improvements will be implemented. The La Verne General Plan Update includes a comprehensive set of goals, policies, and actions (implementation measures), and the General Plan Update EIR analyzes future growth and development associated with the City's Land Use Map. The La Verne General Plan Update includes all of the State-mandated elements, and addresses optional topics: Economic Development, Community Facilities, Community Design, Fiscal Sustainability, and Community Health and Wellness. The comprehensive San Jacinto General Plan Update involved updating the City's environmental baseline conditions and updating the General Plan development projections for the year 2045. De Novo staff included Amanda Tropiano, Starla Barker, Christine Abraham, Ashley Brodtkin, Josh Smith, and Erik Anderson. The Project is anticipated to be completed at the end of 2024. Project Contact: Candice Bowcock, Principal Planner | cbowcock@cityoflaverne.org

1941 White Ave Mixed-Use Project CEQA, City of La Verne

De Novo prepared technical analysis and a comprehensive Categorical Exemption (CE) report pursuant to CEQA Guidelines Section 15182, Projects Pursuant to a Specific Plan, which provide exemptions from CEQA for certain residential, commercial and mixed-use projects that are consistent with a specific plan and CEQA Guidelines Section 15332, In-fill Development Projects, which consists of projects characterized as in-fill development meeting specific conditions. The proposed 1941 White Avenue Mixed-Use Project site is located within the Old Town La Verne Specific Plan (OTLVSP) area. The OTLVSP was adopted and the OTLVSP FEIR was certified in March 2013. The Project proposes to remove all on-site improvements, including trees and landscaping, and construct a mixed-use development consisting of up to 367 residential units and approximately 1,588 square feet of ground floor retail within a five-story building partially surrounding a six-level parking structure. Of the 367 residential units, 44 would be deed restricted

affordable units for lower income households, including 18 units restricted to very low-income households. The units would be comprised of 57 studio units, 183 one-bedroom units, 119 two-bedroom units and 8 three-bedroom units ranging in size from approximately 591 square feet to approximately 1,336 square feet. The Project site is located adjacent to the planned Metro A Line and in proximity to the La Verne Station, currently undergoing construction. De Novo staff included Starla Barker, Josh Smith, Erik Anderson and Abdul Jama. Project Initiation: August 2023. Project Approval: June 2024. Project Applicant: Novipax. Project Contact: Candice Bowcock, Principal Planner | cbowcock@cityoflaverne.org

San Jacinto General Plan Update and EIR, City of San Jacinto

De Novo prepared the comprehensive update to the City of San Jacinto General Plan. The General Plan Update is an expression of the community's vision for the City and Planning Area and constitutes the policy and regulatory framework by which future development projects will be reviewed and public improvements will be implemented. The San Jacinto General Plan Update includes a comprehensive set of goals, policies, and actions (implementation measures), as well as a revised Land Use Map. The San Jacinto General Plan Update includes all of the State-mandated elements, and addresses two optional topics: Economic Development and Fiscal Sustainability and Community Facilities. The comprehensive San Jacinto General Plan Update involved updating the City's environmental baseline conditions and updating the General Plan development projections for the year 2040. De Novo also prepared a Focused Zoning Ordinance Update to implement the General Plan and create consistency between the land use map and the Zoning Ordinance.

A Programmatic EIR was prepared to analyze the impacts associated with implementation of the General Plan and the Focused Zoning Ordinance Update. The Program EIR serves as a tiering document for future development activities within the City. De Novo staff included Amanda Tropiano, Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Teaming partners include MD Acoustics. Key environmental issues included agricultural resources, air quality, biological resources, cultural resources, greenhouse gas emissions, noise, transportation, and tribal cultural resources. Project Initiation: November 2018. Project Approval: November 2022. Project Applicant: City of San Jacinto. Contact: Travis Randel, Deputy City Manager, | 951-654-7337 | trandel@sanjacintoca.gov.

Multifamily Residential Parking Ordinance Title 22 – Planning and Zoning Amendment Initial Study/Negative Declaration, Los Angeles County

As a subconsultant to Walker Parking Consultants, De Novo prepared the Initial Study/Negative Declaration (IS/ND) for the update to the County's existing Zoning Ordinance (Title 22, Planning and Zoning, of the Los Angeles County Code). The update proposed to revise parking standards for multifamily residential development in order to remove barriers to construction of affordable multifamily housing in the unincorporated areas and improve access to a multimodal transportation network for Los Angeles County residents. In general, the Project proposes changes to the County's parking requirements and development standards to reduce the number of required parking spaces, provide flexibility in meeting parking requirements, reduce parking land area, and achieve consistency with County housing goals and State standards. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: July 2022. Project Completion: March 2023. Project Applicant: County of Los Angeles. Project Contact: Alyson Stewart, Senior Planner | astewart@planning.lacounty.gov.

Bell Gardens General Plan Circulation and Transportation Element Update Initial Study/Negative Declaration, City of Bell Gardens

De Novo prepared the Initial Study/Negative Declaration (IS/ND) for the update to the City's General Plan Circulation and Transportation Element. The Circulation and Transportation Element provides a blueprint for establishing a convenient, safe, and sustainable transportation network in Bell Gardens, which serves users of all modes including walking, biking, rolling, riding transit, and driving. The purpose of the element is to improve the current infrastructure in Bell Gardens as a foundation for an integrated and comprehensive transportation network, which will reduce reliance on the private automobile and enhance other transportation options. The element sets forth goals, policies, and programs to support connectivity in the context of the land uses set forth in the existing Land Use Element. The proposed Circulation and Transportation Element Update would not modify the City of Bell Gardens General Plan Land Use Map, land use designations, nor intensities/densities identified within the General Plan Land Use Element. Additionally, the proposed Circulation and Transportation Element Update would not result in any new roadways or increase existing roadway capacities. De Novo staff included Starla Barker and Erik Anderson. Project Initiation: November 2021. Project Completion: February 2022. Project Applicant: City of Bell Gardens. Project Contact: Grissel Chavez, Assistant City Manager, City of Paramount (formerly Public Works Director at Bell Gardens) | 562-220-2022 | gchavez@paramountcity.com.

1901 Via Burton Industrial Project 15183 Exemption, City of Fullerton

De Novo prepared an Environmental Checklist pursuant to CEQA Guidelines Section 15183 (Projects Consistent with a Community Plan or Zoning) of the 1901 Via Burton Industrial Project with respect to the Project's consistency with the Fullerton Plan, the analysis contained in the Fullerton Plan EIR, and any site-specific environmental impacts or cumulative impacts that may result from Project implementation. The Project proposes to remove the existing on-site structures and develop a new 139,269-square foot industrial building for warehousing/distribution uses, including a 4,500-square foot mezzanine designated for supporting office use. The building use would consist of 130,269 square feet for warehouse/distribution use and 9,000 square feet for office use. Although the specific end user is not currently known, the building size and design would provide for a light industrial end use; high intensity/distribution or uses requiring refrigeration would not occur within the site. The proposed building would have a building footprint of 134,769 square feet and a maximum height of 40 feet with a clear height of 32 feet within the warehouse; 18 dock-high doors would be located along the eastern side of the building. De Novo staff included Starla Barker, Ashley Brodtkin and Josh Smith. Teaming partners included MD Acoustics. Project Initiation: December 2021. Project Approval: June 2022. Project Applicant: Rexford. Project Contact: Edgardo Caldera, Senior Planner | 714-773-5773 | Edgardo.Caldera@cityoffullerton.com

1500 Raymond Drive Industrial Project IS/MND, City of Fullerton

De Novo prepared an IS/MND and associated technical studies, including a Health Risk Assessment, for the 1500 South Raymond Street Project which proposes removal of an existing hotel and development of an approximately 135,000 square foot industrial building for warehousing/distribution uses. De Novo staff includes Starla Barker, Ashley Brodtkin, Josh Smith, and Erik Anderson. Teaming partners includes MD Acoustics. Project Initiation: March 2023. Project Approval: November 2023. Project Applicant: Rexford. Project Contact: Edgardo Caldera, Senior Planner | 714-773-5773 | Edgardo.Caldera@cityoffullerton.com.

Ethanac Travel Center EIR, City of Perris

De Novo Planning Group has been contracted to prepare an EIR for the Ethanac Travel Center Project. The Project proposes the construction and operation of a travel center facility on an approximately 14.4-acre undeveloped site for regional and local highway traveling users. Implementation of the Project would involve the development of fueling facilities, travel amenities, a drive-thru restaurant, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include air quality/health risk, greenhouse gas emissions, and transportation/traffic. Project Initiation: July 2023. The Draft EIR is currently available for public review. Project Applicant: Ethanac Travel Center, LLC. Project Contact: Patricia Brenes, Planning Manager | 951-943-5003 ext. 355 | pbrenes@cityofperris.org

Pilot Company Environmental Services

De Novo Planning Group has been contracted by Pilot Company to provide CEQA environmental services for proposed Pilot Travel Centers within California. These services have included preparation of technical studies, including Health Risk Assessments. Although contracted by the Applicant, De Novo coordinated closely with each Lead Agency to ensure successful preparation of the CEQA compliance document.

De Novo prepared an IS/MND for the Pilot Travel Center in the City of Palmdale. The Project proposes the construction and operation of a Pilot Travel Center on an 8-acre site for primarily highway travel serving uses. Implementation of the Project would involve the development of fueling facilities, travel amenities, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include aesthetics, air quality/health risk, cultural resources, greenhouse gas emissions, noise, and transportation/traffic. Project Initiation: April 2020. Project Approval: April 2021. Project Contact: Megan Taggart, Planning Manager | 661-267-5213 | mtaggart@cityofpalmdale.org

De Novo prepared an Addendum to the Renaissance Specific Plan Final EIR for the Pilot Travel Center Project in the City of Rialto. The Project proposes construction and operation of the Rialto Travel Center on the approximately 13.22-acre site within the Renaissance Specific Plan area for regional and local highway traveling users. Implementation of the Project would involve the development of fueling facilities, travel amenities, a drive-thru restaurant, and parking facilities for passing motorists and commercial truck operators. Project Initiation: April 2021. Project Approval: October 2021. Contact: Daniel Casey, Senior Planner | 909-820-2535 | dcasey@rialto.ca.gov

De Novo prepared an IS/MND for the Pilot Travel Center in the City of Moreno Valley. The Project proposes the construction and operation of a Pilot Travel Center on a 17.28-acre site for primarily highway travel serving uses. Implementation of the Project would involve the development of fueling facilities, travel amenities, and parking facilities for passing motorists and commercial truck operators. Primary environmental concerns include air quality/health risk, greenhouse gas emissions, public safety, and transportation/traffic. Project Initiation: March 2021. The IS/MND was completed in November 2021. Project Contact: Jeff Bradshaw, Associate Planner | 951-413-3224 | jeffreyb@moval.org

Rancho Santa Margarita General Plan and EIR, City of Rancho Santa Margarita

While at her previous firm, Starla Barker managed preparation of the City's General Plan Update and EIR. The Rancho Santa Margarita General Plan Update involved updating the City's environmental baseline conditions; updating the General Plan development projections for the year 2040; and providing new/updated goals and policies to address the community's vision for future development and growth. The mission of the General Plan Update is to uphold and honor the original Rancho Santa Margarita Planned Community Master Plan; prepare Rancho Santa Margarita for the next 20 years; maintain a

balance of land uses; maintain and support quality of life, community satisfaction, and safety for all residents; and update the General Plan to meet new State requirements. A Programmatic EIR was prepared to analyze the impacts associated with implementation of the General Plan. The Program EIR serves as a tiering document for future development activities within the City. Key environmental issues included air quality, biological resources, cultural resources, and greenhouse gas emissions. Project Approval: March 2020.

De Novo prepared the update to the City's Housing and Safety Elements. The work program included preparation of comprehensive Addendum to the Rancho Santa Margarita General Plan Update EIR. Project Initiation: July 2020. Project Approval: February 2022. Contact: Wendy Starks, AICP, Senior Planner, | 949-635-1807 | wstarks@cityofrsm

De Novo is currently preparing the CEQA document for the City's 2021-2029 Housing Element Rezoning Program. The work program is anticipated to involve preparation of comprehensive Addendum to the Rancho Santa Margarita General Plan Update EIR. The work program was initiated in March 2024 and is anticipated to be completed in summer 2024. De Novo staff includes Starla Barker and Erik Anderson. Contact: Wendy Starks, AICP, Senior Planner, | 949-635-1807 | wstarks@cityofrsm

9001-19 Long Beach Blvd. Residences Project IS/EA, City of South Gate

De Novo is preparing a joint Initial Study/Environmental Assessment for the City of South Gate for the 9001-19 Long Beach Boulevard Residences Project. The Project is proposing the redevelopment of an existing commercial site with a 14-townhome affordable development. De Novo staff included Starla Barker, Ashley Brodtkin, and Josh Smith. Teaming partners include MAT and MD Acoustics. Project Initiation: November 2022. Project Approval: Anticipated late 2023. Project Applicant: Habitat for Humanity. Project Contact: Yalini Siva, Senior Planner | 323-563-9526 | ysiva@sogate.org.

Cherokee Court Residential Project IS/MND Peer Review, City of San Dimas

De Novo provided third-party peer review services to the City of San Dimas for the Cherokee Court Residential Project IS/MND prepared by the applicant team. The project applicant proposes a General Plan Amendment, Zone Change and Vesting Tentative Tract Map to subdivide 1.4 acres into seven residential lots and to construct seven single-family dwelling units ranging in size from 3,124 to 4,185 square feet, including infrastructure improvements. Although physical development activities would be limited to the 1.4 acres, the proposed General Plan Amendment and Zone Change would apply to additional parcels to provide consistency between the land use and zoning and existing on-site development. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA legislation and agency requirements. De Novo staff included Starla Barker and Josh Smith. Project Applicant: Development 1 Group, Inc. Project Contact: Kenneth Fichtelman, Associate Planner | 909-394-6256 | kfichtelman@sandimasca.gov

Moiola Park Residences IS/MND Peer Review, City of Fountain Valley

De Novo provided third-party peer review services to the City of Fountain Valley for the Moiola Park Residences IS/MND and technical studies prepared by the applicant team. The Project proposed a 74-lot residential subdivision and a one-acre park on an approximately 13-acre property. The Project site is the former Fred Moiola Elementary School Site, which is currently unoccupied, but the school improvements remain in place. Proposed Project entitlements included a General Plan Amendment, Zoning Map Amendment, Conditional Use Permit, Precise Plan, and Tentative Tract Map. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA

legislation and agency requirements, including consistency with SB 743 requirements. Project Manager, Starla Barker, attended the Planning Commission and City Council hearings on behalf of the City to respond to questions and provide CEQA expertise, as needed. Project Approval: April 2021. Project Applicant: Brookfield Residential. Project Contact: Steven Ayers, Principal Planner | 714-593-4431 | Steven.Ayers@fountainvalley.org.

Slater Investments Mixed-Use Project IS/MND Peer Review, City of Fountain Valley

De Novo provided third-party peer review services to the City of Fountain Valley for the Slater Investments Mixed-Use Project IS/MND and technical studies prepared by the applicant team. The Project proposes to construct a four and five story mixed-use development with 270 residential units (including 33 affordable housing units), a 5,000 square foot restaurant with 2,000 square feet of outdoor dining space, a parking garage, and associated amenities on a 3.34-acre property. Proposed Project entitlements include a Code Amendment to create new mixed-use zones in the City; General Plan Amendment to change the land use designation from General Commercial to Mixed Use; Zoning Map Amendment to change the zoning of the property from C1-Local Business to MU1-Mixed Use; Lot Line Adjustment to merge all parcels into one for construction of the Project; Precise Plan for the site layout and construction of the Project; and a Conditional Use Permit to allow for a large format restaurant with on-premises alcohol sales with the MU1 zone. The De Novo team conducted the peer review to ensure the IS/MND and supporting technical studies considered recent CEQA legislation and agency requirements, including consistency with SB 743 requirements. Project Manager, Starla Barker, attended the Planning Commission and City Council hearings on behalf of the City to respond to questions and provide CEQA expertise, as needed. Project Initiation: November 2021. Project Approval: April 2022. Project Applicant: Slater Investments. Project Contact: Steven Ayers, Principal Planner | 714-593-4431 | Steven.Ayers@fountainvalley.org.

Addendums to General Plan FEIRs for 2021-2029 Housing Element Updates and Safety Element Updates, Various Cities

De Novo has prepared several Addendums to previously certified EIRs for General Plans in support of Housing Element and Safety Element Updates being prepared by De Novo as well as other firms. In 2021-2022 Addendums have been prepared for the San Marcos Housing Element Update, San Marcos Safety Element and Environmental Justice Element, Temecula Housing Element and Safety Element Update, Westminster Housing Element Update, Rancho Santa Margarita Housing Element and Safety Element Update, Avalon Housing Element and Safety Element Update, and Stanton Housing and Safety Element Update.

CONTRACTS AND LITIGATION

De Novo Planning Group does not have a history of failures, refusing to complete a contract, or termination of a contract “for cause”. Additionally, De Novo Planning Group does not have any litigation or adverse judgment history.

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C. RESUME AND QUALIFICATIONS OF PERSONNEL

PROJECT MANAGEMENT TEAM

The De Novo project team will be under the management of Starla Barker, AICP, serving as the Project Manager and primary/day-to-day point of contact for the City. Starla will be supported by Co-Project Manager/Management Contact, Amanda Tropiano, who will further ensure supporting team members and resources are readily available and provide overall quality assurance. Resumes for Starla Barker and Amanda Tropiano follow.

Located in the Tustin office, Starla has over 20 years of experience preparing and managing environmental compliance documents throughout southern California, specializing in infill development and redevelopment projects within urbanized areas. Starla serves as the Project Manager for several on-call environmental consulting services contracts for local agencies and has a long history of preparing environmental compliance documents for projects within Los Angeles and Orange Counties. Starla has recently provided CEQA services to the City of Laguna Hills and is currently working with the City on preparation of a Local Hazard Mitigation Plan.

Starla will be responsible for the management and supervision of the De Novo team on all future assignments and will ensure the environmental analysis is thorough and complies with CEQA requirements. Starla will review all internal and external work products and be responsible for overseeing any revisions and providing quality control and quality assurance throughout the project's duration. Starla will also attend scheduled meetings, and in addition to key team members, will represent the project team at public hearings. Starla prides herself on being an integrated project manager, and is eager to commit herself for the project duration.

Depending upon the nature of future project assignments, Starla may be joined by one of De Novo's Principals/Principal Planners. The Principal/Principal Planner will serve as a second point of contact to the City and be responsible for ensuring De Novo's successful completion of each task, as well as ensuring that the City's goals and expectations are being met. This includes assisting with review of documents prior to formal submittal and providing quality assurance/quality control. This Principal-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout the project.

De Novo's management team will be supported by additional senior-level staff and technical team members with expertise in environmental services. De Novo's project management and technical staff have a deep knowledge of CEQA and have prepared environmental compliance documentation for a variety of projects throughout southern California. Our in-house team will undertake peer review of technical studies and preparation of air quality and greenhouse gas analyses, health risk assessments, visual simulations, and light and glare assessments. Additionally, our team members have served as contract staff to local agencies and are familiar with the planning process and future uses of a CEQA document, which allows us to craft mitigation language that will be effective and straight-forward to implement. To complement our in-house services, we have well-established partnerships with highly experienced technical consultants who specialize in the areas of transportation, biological resources, cultural resources, and noise, all of whom are leaders in their fields and have experience working on a wide range of projects throughout southern California. We propose the use of subconsultants for these services, however, we are prepared to work with any consultants identified by the City or future project applicants for technical studies as needed.

Starla Barker, AICP

PRINCIPAL PLANNER



Starla Barker, AICP, is a principal planner with De Novo Planning Group whose primary responsibilities are the management and preparation of environmental documents (Initial Studies, Negative Declaration, Environmental Impact Reports, and Environmental Assessments), as well as other planning documents including General Plans and Specific Plans. With over 20 years of professional planning experience Starla has successfully managed a wide range of projects with particular emphasis in General Plans, urban infill, downtown, and redevelopment projects. Utilizing her experience in community planning, Starla is regularly involved in land use and policy planning, including the development and implementation of community outreach programs, and frequently manages and prepares environmental clearance documents for citywide policy planning and redevelopment projects. Through her extensive experience in both policy and environmental planning, Starla is keenly aware of the interaction between the two and consistently takes a proactive and comprehensive approach to understanding planning and environmental issues and developing solutions.

EDUCATION

Masters, Urban and Regional Planning, California State Polytechnic University, Pomona

BA, Business Economics, University of California, Riverside

ORGANIZATIONS

American Planning Association

LICENSES/CERTIFICATIONS

American Institute of Certified Planners, 2009, No. 024079

RELEVANT PROJECT EXPERIENCE

General Plan Update and Rezoning EIR, City of Lomita

Housing Element, Rezoning Program, and ODS CEQA Compliance, City of Laguna Hills

Housing and Safety Element Update CEQA Compliance, City of Rancho Santa Margarita

Land Use Element, Zoning Code, and Zoning Map Amendment CEQA Compliance, City of Rancho Santa Margarita

General Plan and Zoning Update EIR, City of San Jacinto

Downtown Core EIR, City of Fontana

General Plan Land Use and Zoning Amendments EIR, City of Gardena

General Plan Update EIR, City of La Verne

General Plan Update EIR, City of Lawndale

The Commons at Aliso Viejo IS/MND, City of Aliso Viejo

2500 North Hollywood Way Hotel EIR, City of Burbank

The Harper Mixed Use Project EIR, City of West Hollywood

385 Nyes Place IS/MND, City of Laguna Beach

Marlin Drive IS/ND, City of Laguna Beach

2354 San Clemente IS/MND, City of Laguna Beach

820 Gainsborough IS/MND, City of Laguna Beach

Hotel Development Standards GPA & Zone Change IS/MND, City of Gardena

1500 Raymond Ave Industrial IS/MND, City of Fullerton

1901 Via Burton Industrial CEQA, City of Fullerton

General Plan Transportation & Mobility Element Update ND, City of Bell Gardens

Applied Medical Expansion IS/MND, City of Lake Forest

Lock & Leave Self Storage IS/MND, City of Lake Forest

Melia Evergreen Residential IS/MND, City of Gardena

Olson Townhomes IS/MND, City of Gardena

2550 Orange Industrial IS/MND, City of Signal Hill

Paradise Chevrolet IS/MND, City of Temecula

Bedford Court IS/MND, City of Temecula

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm



Amanda Tropiano

PRINCIPAL



Amanda Tropiano is a principal with De Novo Planning Group and is responsible for leading the firm's Southern California practice. Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is also an IAP2 trained public outreach practitioner and has completed project management training with PSMJ. Amanda consistently brings to the table her passion, creativity, and strategic thinking to make sure every project exceeds her client's expectations. Amanda brings a unique project management style to her clients, where she relies on collaboration, communication, and creativity to identify and proactively address potential opportunities and challenges. She is a skilled public speaker and enjoys working with members of the public, stakeholders, and elected and appointed officials throughout the planning process.

EDUCATION

MA, Urban and Regional Planning,
University of California, Irvine

BA, Urban Studies and Planning,
University of California, San Diego

BA, Political Science: Comparative Politics,
University of California, San Diego

Study Abroad Program,
University of Sussex

ORGANIZATIONS

Urban Land Institute

International Association for Public Participation (IAP2)

American Planning Association

Congress for New Urbanism

RELEVANT PROJECT EXPERIENCE

General Plan Update, Housing Element, Safety Element, and EIR,
City of Lake Forest

General Plan Update and EIR,
City of Laguna Niguel

General Plan Update, Rezoning, ODS, and EIR,
City of Lomita

Housing Element, Rezoning Program, ODS, and CEQA Compliance,
City of Laguna Hills

Housing, Safety, and Circulation Element Update
City of Rancho Santa Margarita

General Plan Update, Hawthorne Blvd Specific Plan Update, and EIR,
City of Lawndale

General Plan Update, Housing Element, EIR, and CAP,
City of San Jacinto

General Plan Update, Housing Element, Zoning Update, and EIR,
City of Indian Wells

General Plan Update, Housing Element, Zoning Update, and EIR,
City of San Marcos

Housing Element Update and EIR,
City of Sausalito

Focus General Plan Update and EIR,
City of Glendale

General Plan Update and EIR,
County of Orange

General Plan Update and EIR,
City of La Verne

1300 Bristol Mixed-Income Project,
City of Newport Beach

Housing Element Update,
City of Temecula

Springs Specific Plan and EIR,
Sonoma County

Irvine Neighborhood Plan,
City of Irvine

General Plan Update and EIR,
City of Westminster*

General Plan Update and EIR,
City of Menifee*

SAVI Ranch Land Use and Mobility Vision Plan,
City of Yorba Linda*

Vision Plan,
City of Carson*

Downtown Bellflower Transit-Oriented Development Specific Plan
City of Bellflower*

* Project was completed by Ms. Tropiano while she was employed at another planning firm

De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

Team Member Biographies

In addition to Starla and Amanda, the following De Novo team members will provide services in support of the On-Call CEQA Consulting Services contract. This section includes brief biographies for these De Novo team members.

CHRISTINE ABRAHAM

Principal Planner

Christine is a Principal Planner with De Novo Planning Group and is responsible for project management, preparation of environmental documents, regulatory permitting, peer-reviewing and quality control. With almost two decades of experience in environmental consulting and planning, Christine has managed and prepared all levels of CEQA documentation. She knows what it takes to coordinate and track multi-disciplinary teams on complex and controversial projects, for private developers as well as a number of municipalities and public agencies. In addition to document preparation, Christine draws from her legal background, as a member of the State Bar of California, to provide thorough peer review of environmental documents and technical studies to ensure defensibility, as well as engaging in litigation support when needed. Christine is highly organized, an affective communicator, and can ensure that project documentation undergoes a thorough quality review and meets all City requirements.

ASHLEY BRODKIN

Senior Planner

Ashley Brodtkin is a Senior Planner with De Novo Planning Group and is responsible for the preparation of environmental documents, as well as other long-range planning documents, including General Plans and Specific Plans. Ashley has ten years of experience preparing and managing a variety of CEQA and NEPA documents for capital improvements, land development and public policy document projects, and a variety of planning projects including General Plans, Housing Elements, Specific Plans, ordinances, and entitlements. Ashley served as the Environmental Coordinator for the City of Orange, where she oversaw the preparation of all CEQA documents for public and private projects. This experience has given her the knowledge of how local agencies use and implement planning documents on a day-to-day basis. With experience as both a private consultant and in public service, Ashley provides a perspective on projects from both a consultant and lead agency point-of-view.

JOSH SMITH, AICP, LEED-AP

Senior Planner

Josh is a Senior Planner with De Novo. He has over twelve years of experience and is responsible for the preparation of CEQA/NEPA documents, climate change planning for local governments, and the development of air quality and greenhouse gas technical plans and reports. He focuses on finding effective ways to mitigate environmental risks within difficult local government budget and manpower constraints. Josh has substantial experience with Climate Action Plans, Energy Action Plans, and toxic air contaminant (TAC) Health Risk Assessments. He served as the primary technical analyst on the Pleasanton, Oakdale, Hughson, and Campbell Climate Action Plans, and has been a deputy Project Manager for EIRs such as the Placer County RTP EIR and Amador County RTP EIR. Josh has expertise utilizing best-practice standards for developing greenhouse gas (GHG) inventories and context-specific GHG mitigation measures, as well as developing custom air pollutant emissions calculators for complex projects. Josh is called upon to prepare

the air quality and GHG analysis for many of De Novo's most complex projects, ranging from urban infill (Sunrise Mall Specific Plan EIR) to greenfield (Stockton Commerce Center EIR).

ERIK ANDERSON, AICP

Associate Planner

Erik is an Associate Planner with De Novo. Erik has worked on a diverse range of projects for public and private sector clients, with a focus on environmental and sustainability planning, land-use planning, and policy development. Erik provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans, Housing Elements, and Zoning updates. His experience includes grassroots lobbying with a non-profit environmental organization and work in the legal field. Erik is passionate about serving communities and creating innovative work through place-based development strategies.

ABDUL JAMA

Assistant Planner

Abdul is an Assistant Planner with De Novo Planning Group. He has earned a Master Degree in City and Regional Planning from Cal Poly, San Luis Obispo. Abdul has a deep interest in community development and environmental planning. He has worked on a diverse range of projects for public and private sector clients, with a focus on environmental, land-use planning, and policy development. Abdul provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans and Local Hazard Mitigation Plans. His past experience included overseeing the entitlement process for technological infrastructure such as telecommunication towers and Electric Vehicle (EV) charging stations.

JEFFREY SETTERLUND

Assistant Planner

Jeff is an Assistant Planner with De Novo and joined our team having earned his B.S. in City and Regional Planning from Cal Poly San Luis Obispo. Jeff is passionate about serving communities and creating innovative work through land use planning and design. He is an active member of the APA ambassador program and the APA Small Town & Rural program. Jeff works on a variety of projects for De Novo, including General Plan updates and CEQA documentation. Jeff has prepared environmental review for a variety of projects ranging including policy and development projects. Development projects range from urban infill to greenfield. Example projects include the Sunrise Mall Specific Plan EIR (City of Citrus Heights), College Park EIR (City of Rocklin), and Irwindale Industrial EIR.

TEAMING PARTNERS

To complement our in-house services, we have well-established partnerships with the following highly experienced technical consultants who specialize in the areas of transportation, noise, and historic and cultural resources. Following are firm descriptions; key staff resumes follow.

FEHR & PEERS, has prepared thousands of transportation assessments for CEQA documents for infrastructure and development projects throughout California over the past 30 years. Their expertise comes from a thorough understanding of state-of-the-practice and best practices methodology for travel demand forecasting, traffic operations analysis, and impact assessment along with substantial knowledge of current CEQA legislation and case law interpretation. Fehr & Peers has consulted the California

Governor's Office of Planning and Research (OPR), Caltrans, and multiple cities and counties on the development of SB 743 guidance related to VMT analysis throughout California. Fehr & Peers authored the VMT chapter of the FHWA Handbook for Estimating Transportation Greenhouse Gases for Integration into the Planning Process and has worked on a variety of local agency SB 743/VMT-focused projects. Preparation of Transportation Impact Studies is one of the core services provided by Fehr & Peers and their staff is knowledgeable on the transportation aspects of CEQA and NEPA.

MAT ENGINEERING, INC., provides engineering consulting services in the fields of transportation planning and traffic engineering. Founded by Alex Tabrizi, PE, TE, who brings approximately two decades of professional transportation consulting experience, MAT Engineering has the ability to successfully perform tasks related to preparation of engineering and traffic surveys, traffic studies, cost estimates, impact studies and analysis, feasibility studies, bicycle and pedestrian connectivity and planning, active transportation, Transportation Demand Management strategies, and preparing technical analyses for environmental documents. The experience of the firm's personnel in transportation planning and traffic engineering provides the special skills necessary for determining practical and meaningful solutions in the following technical fields: Transportation planning studies; Vehicle Miles Traveled (VMT) analysis; Traffic impacts analyses; Establishing Speed Limits - Engineering & Traffic Surveys (ET&S); Traffic engineering; Signal design; Signing & striping plans; and Parking demand, utilization, and impact analysis. Senior staff have successfully completed and reviewed hundreds of technical analyses in these areas and have conducted work as part of the on-call consultant services to various jurisdictions and public agencies throughout southern California.

CHRONICLE HERITAGE, delivers professional archaeological, ethnographic, paleontological, and historical resources consulting services for a wide variety of market sectors, including land development, energy, communications, transportation, federal government, military and tribal agencies. Staff is comprised of cultural resources management professionals with significant experience and expertise in the cultural resources requirements of CEQA, CEQA-Plus, National Historic Preservation Act (NHPA), and NEPA.

MD ACOUSTICS, provides acoustical consulting services for all facets of noise/vibration, engineering, and audio control. Noise/vibration impact studies assess a wide span of issues and have included vibration and model analysis, automatic controls, reliability analysis, system engineering/system architecture analysis, environmental noise issues, transportation and railroad noise analysis, architectural acoustic design and noise barrier design. Clients range from the aerospace industry to municipalities to provide land developers. MD Acoustics has completed numerous acoustical engineering assessments and designs throughout California and the western United States. MD Acoustics personnel and partners are recognized leaders in the field of acoustics. They incorporate engineering expertise and professionalism with innovative problem solving. The result is an acoustical engineering firm that provides accurate, timely and cost-effective solutions.

D. ORGANIZATIONAL CHART

Below is an organizational chart outlining the roles and responsibilities of the De Novo team. De Novo acknowledges the City's requirement that key personnel identified below remain during the term of the agreement and concurs with this requirement, to the extent feasible. In the event of necessary changes to key personnel, the De Novo Management Team will immediately contact the City with a recommended replacement and provide qualifications to support the recommendation.

CITY OF LAGUNA HILLS		
De Novo Planning Group (Prime Consultant)		
Management Team		
Starla Barker, AICP, Principal Planner Project Manager, Day-to-Day Point of Contact - Lead document preparer - Issue area study preparer - Project management - Quality control	Amanda Tropiano, Principal Management Contact/Co-Project Manager - Lead document preparer - Issue area study preparer - Public outreach and communications - Quality control	
Technical Staff (Issue Area Preparers)		
Christine Abraham, Principal Planner - Issue area study preparer - Project management - Quality control	Ashley Brodtkin, Senior Planner - Issue area study preparer - Project management	Josh Smith, AICP, LEED-AP, Senior Planner - Air Quality Analysis - Health Risk Assessments - Energy Analysis - GHG Analysis
Erik Anderson, Associate Planner - Issue area study preparer	Abdul Jama, Assistant Planner - Issue area study preparer	Jeff Setterlund, Assistant Planner - Issue area study preparer
Teaming Partners		
Transportation <i>Fehr & Peers</i> - Delia Votsch, PE - MAT Engineering - Alex Tabrizi, PE, TE	Cultural Resources <i>Chronicle Heritage</i> - Carrie E. Chasteen, M.S. - Lindsay Porras, M.A. RPA	Noise <i>MD Acoustics</i> - Mick Dickerson Jr., INCE - Claire Pincock, INCE-USA

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E. REFERENCES

The De Novo team has a wide range of experience providing on-call environmental services for public agency clients throughout California. We strongly encourage you to contact our clients; we are confident they will speak highly of our capabilities and responsiveness, as well as the character and integrity of our firm and Principals.

Below are public agency clients in which the De Novo team has provided similar environmental consulting services on an on-call and competitive basis within the last five years. Detailed representative projects are provided in Section B.

City of Burbank Environmental Services

Project Manager, Starla Barker, has been providing CEQA environmental services to the City of Burbank for over 15 years while at her prior firm and continuing at De Novo Planning. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption, Initial Study/Mitigated Negative Declarations, and Environmental Impact Reports.

Fred Ramirez
Assistant Community Development Director
City of Burbank
Phone: (818) 238-5273
Email: framirez@burbankca.gov

City of Gardena Environmental Services

Since early 2020, De Novo Planning Group has prepared several environmental compliance documents on behalf of the City. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption, Initial Study/Mitigated Negative Declarations, and Environmental Impact Report.

Lisa Kranitz
Assistant City Attorney
City of Gardena
Phone: (310) 450-9585
Email: lkranitzlaw@gmail.com

On-Call Environmental Services, City of Lake Forest

De Novo has provided on-call environmental services to the City of Lake Forest since 2019. In this capacity, De Novo has been retained to prepare environmental documents for various private projects in Lake Forest. Services provided have involved preparation of several CEQA documents including a Class 32 CEQA Exemption and Initial Study/Mitigated Negative Declarations.

Gayle Ackerman
Director of Community Development
City of Lake Forest
Phone: (949) 461-3463
Email: GAckerman@lakeforestca.gov

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F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

PROJECT UNDERSTANDING

The City is seeking consultants to provide on-call environmental review services to support the City's Planning Division should the need arise. Services may include a variety of tasks related to meeting CEQA requirements including, but not limited to, conducting preliminary review of projects for CEQA purposes; peer review of documents provided by applicants; preparation of technical studies and CEQA compliance documentation, such as initial studies to support negative declarations and mitigated negative declarations, and preparation environmental impact reports, including for specific projects in the City; peer review of environmental documents from outside agencies; and tasks associated with these efforts, including consultations and scoping meetings. There are no specific projects identified at this time; services will be provided on a task-order basis. De Novo is committed to providing the City with exceptional technical analysis and environmental review services.

THE DE NOVO APPROACH

De Novo is committed to providing the City with exceptional technical analysis and environmental review services. Our team will prepare technical analyses and write comprehensive and legally-defensible documents in compliance with all applicable federal, state, regional, and local legislation and requirements. Our team understands that as Lead Agency, the City of Laguna Hills is responsible for preparing and approving environmental documents. De Novo will work side-by-side with City staff and provide principal-level attention to ensure the entire review process is conducted in a comprehensive manner and will consider recent legislation and reviewing agency requirements. City assistance typically involves securing City facilities for public scoping meetings, providing access to City documents and data, and assisting with identification of City staff or outside contacts relative to the environmental issue area. Our approach outlines a collaborative process for preparation of sound environmental compliance documentation. De Novo prides itself on crafting a project-specific technical approach for each project it pursues. However, below is a summary of key considerations we apply in our approach to every project:

- Compliance with State legislation
- Close coordination with stakeholder, resource, and responsible agencies
- Principal attention to every aspect of the project
- Dedicated Principal (Account Manager), Project Manager and Co-Project Manager
- Strict Adherence to Schedule and Budget
- Quality Assurance and Quality Control

Compliance with State Legislation

The De Novo team is well-versed in the CEQA Statute (Public Resources Code Section 21000-21189) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387). The firm's Principals regularly lecture on CEQA and have been asked to prepare and provide expert testimony on complex environmental topics on projects throughout California. The firm maintains a keen understanding of future legislation which has the potential to impact CEQA and environmental documents.

Close Coordination with Stakeholder, Resource, and Responsible Agencies

Given our experience in preparing environmental documents, we understand the strong need for early and on-going coordination with stakeholders and resource agencies as well as other agencies that regulate

and/or permit activities within the City. Coordination with applicants/developers, neighborhood and civic groups may also be needed during the project. Our team will consult all relevant resource and regulatory agencies as part of any project, as well as during the Notice of Preparation review and during the preparation of the draft documents. Consultations assure that the agencies have considered the project and have provided input to the analysis and mitigation measures presented in the document.

Principal Attention to Every Aspect of the Project

We do not identify principal staff in our proposal, then hand your project out to junior staff members to complete for our review. Rather, our Principal staff identified in this proposal as the Project Manager and Co-Project Managers will work on every aspect of each project undertaken for the City and will write and review each document we provide to the City. This senior-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout each project.

Dedicated Project Manager and Co-Project Manager

Our team dedicates De Novo principals and/or principal planners as Project Manager and a Co-Project Manager who will be in attendance at public and stakeholder meetings and will be intimately involved in every aspect of the project. Although the Project Manager will serve as the primary point of contact, we feel that the use of two managers will ensure that all members of our team are constantly up to speed regarding changes in project direction, staff preferences, and all of the other nuances of CEQA/NEPA projects. Additionally, having two project managers provides an exceptional level of quality control so that products reviewed by the City are technically accurate and complete.

Schedule Control

Our project team is fully committed to bringing our projects to public hearings as quickly and effectively as possible while always delivering products of exceptional quality. We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

De Novo Planning Group has sufficient capacity and the necessary experience to provide on-call environmental consulting services to the City of Laguna Hills. We are committed to delivering legally-defensible products on-time and on-budget and will allocate our resources to exceed your expectations. De Novo will coordinate directly with City staff to understand any project-specific scheduling needs. A date-specific schedule is typically provided following the kickoff meeting based upon an understanding of any timing considerations.

Strict Adherence to Budget

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also principals and senior managers of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City. We know that this is a unique way of doing business, but it has proven to be a tremendously successful approach for our

firm. We are in this business for the long-term, and building trust and confidence with our clients is the single greatest thing we can do to build loyalty and repeat business.

Quality Assurance and Quality Control

Coordinating closely with Laguna Hills' staff, De Novo's management team will ensure that our deliverables address regulatory requirements and are completed in a timely and professional manner. Our internal quality control review includes review of our environmental documents by a Principal Planner.

The first stage of review includes verification of the technical adequacy of the analysis, that the document addresses the format and content requirements of the client, technical information, and that all components of the project, as described in the project description and analyzed throughout the document, are correct. The second stage of review consists of a comprehensive, detailed review of the document by an individual knowledgeable about CEQA and/or NEPA, other applicable laws, and applicable court cases. This review involves senior staff not directly involved in the project to provide a clean set of eyes and encompasses all sections of the document.

Clear Communication with City of Laguna Hills Staff

De Novo understands that the environmental document preparation process will require extensive coordination and communication with City staff, as well as the responsible agencies, and general public. Our team is committed to continuous and comprehensive coordination throughout the CEQA process. De Novo has proposed a project management team with exceptional CEQA knowledge and local planning experience.

Our team serves as an extension of City staff to ensure the projects are delivered in a timely manner. Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach ensures consistent and regular interaction and communication between City staff and the De Novo team. This allows for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City's Project Manager and between the De Novo Project Manager maintains the flow of data and allows for timely response to any issues, and ensures the work program stays on track.

The De Novo team will work with the City at project initiation to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints. Throughout project development, we will review the status of all project tasks regularly to ensure they are progressing within the scheduled timeframe. A monthly progress report will identify the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. If issues arise that could result in schedule delays, we will make it a priority to coordinate with the City to find the necessary solutions to move the project forward.

SCOPE OF WORK

The De Novo team has provided environmental documentation and technical studies for a diverse range of development projects, as well as regulatory/policy documents, such as General Plans and zoning ordinances. We are proud of our history of working with local agencies on an on-call basis. We will work with the City to prepare a detailed and accurate scope of work tailored for the project being proposed at that time. Our scope of work will identify the specific tasks the De Novo team will undertake from project initiation to project closeout. The work program, including technical studies and level of analysis, will vary

depending upon a project's location and characteristics. All technical studies and environmental documents will be completed in accordance with the adopted CEQA Guidelines and NEPA requirements.

Typical on-call contracts follow a standard protocol to assess project requirements, including but not necessarily limited to project initiation/kick-off; data review and research; project description; and technical studies and environmental analysis. Working with the City as an extension of staff, De Novo will be responsible for preparation of draft and final environmental documents, including all supporting documentation such as the Notice of Preparation, Initial Study, Notice of Intent to Adopt, Notice of Availability, Response to Comments, Findings and Facts, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and Notice of Determination. We will circulate environmental documents for public review and participate in community meetings and public hearings, as needed.

Deliverables are anticipated to include electronic Word and PDF files for each Administrative Draft and Review Draft document. Electronic copies of the kick-off meeting agenda and minutes, draft project description, schedule, and required notices will also be provided. We will coordinate with the City on any needed hard copies. De Novo will be responsible for submitting the Public Review Draft documents and notices to the State Clearinghouse through the CEQA Submit portal and filing CEQA notices with the County.

De Novo's project management team has a long history of working with local agencies on an on-call basis. Our staff can mobilize quickly and efficiently, meeting project schedules while ensuring our environmental documents are accurate, legally defensible, and cost-effective. We understand the environmental review may be in the form of a variety of documents. We have provided the following conceptual work programs for preparation of an Environmental Impact Report, Initial Study/Mitigated Negative Declaration, and Third-Party Peer Review Services. Regardless of the environmental compliance document needed, the De Novo team will serve as an extension of City staff in all aspects of the environmental review process. The De Novo team also has experience and capabilities in providing paleontological monitoring, assistance in preparing grant applications for CEQA studies, and attending meetings and providing in-house trainings on CEQA.

Technical studies can be prepared as stand-alone studies, but often are prepared to support an environmental document, including, but not limited to, an Initial Study, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report (Project, Program, Supplemental, Addendum, etc.). The De Novo team has the experience and capacity to prepare the technical studies and analysis typically required for any project. The approach to preparation of technical studies and environmental review documents is described below.

CONCEPTUAL WORK PROGRAM

Conceptual Work Program – Environmental Impact Report

The following is a typical scope of work for preparation of an Environmental Impact Report. All technical studies and environmental documents will be completed by the De Novo team in accordance with the adopted CEQA Guidelines. The work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Upon receipt of future RFPs from the City, we will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT SCOPING

1.1 PROJECT KICK-OFF MEETING

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

1.2 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines.

The Administrative Draft Initial Study will be provided to the City for review. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review. De Novo will also prepare the Notice of Preparation (NOP) for review by City staff. Upon acceptance by the City, De Novo will finalize the Initial Study/Notice of Preparation for public distribution.

1.3 SCOPING MEETING

A public scoping meeting is anticipated to occur during the NOP public review period. De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR by De Novo. Although the format of the meeting may vary, typically it is a presentation, open house, or hybrid approach. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised.

2.0 ADMINISTRATIVE DRAFT EIR

2.1 EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures.

2.2 INTRODUCTION AND PURPOSE

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

2.3 PROJECT DESCRIPTION

The Project Description is a critical element of the environmental review and establishes the foundation for the technical analysis. The Project Description will detail the project location and environmental setting, project characteristics (construction and operation), project objectives, phasing, discretionary actions, and required permits and approvals based on available information. Exhibits will identify the regional and local site vicinity. Project plans and details, provided by the Applicant, will also be graphically depicted and referenced. De Novo will submit the Project Description to the City for review and approval prior to initiating technical analysis.

2.4 THRESHOLDS OF SIGNIFICANCE

Within each environmental topic subsection, a comprehensive description of the thresholds of significance for the environmental analysis will be described. The significance threshold criteria will provide the basis for conclusions of significance.

2.5 CUMULATIVE PROJECTS/ANALYSIS

De Novo will analyze the environmental impacts of the project when viewed in combination with other known, approved, or reasonably foreseeable projects in the region, determined in coordination with the City. The cumulative analysis will address each topic covered in the environmental analysis and will identify appropriate mitigation measures, if applicable.

2.6 ENVIRONMENTAL ANALYSIS

The Draft EIR will be prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Environmental Analysis section will address each environmental topical area determined to have the potential to result in a significant impact. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be considered. The Environmental Analysis section will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term operational environmental impacts associated with the project, and their associated levels of significance. For each environmental topical area, the impact analysis subsection will begin with a list of all thresholds contained in CEQA Guidelines Appendix G and the thresholds for significance shall be identified for every environmental issue. For each environmental issue requiring analysis, the EIR will state the level of significance, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation.

The environmental factors and typical scope of analysis is provided below. De Novo will tailor the scope of the analysis based upon project-specific characteristics and environmental conditions.

A. Aesthetics

The existing aesthetic environment, including any scenic vistas or scenic resources will be identified. Photographs will be used to illustrate the visual character of a site and surrounding area. The analysis of construction activities will focus on the potential for sensitive uses to be impacted as a result of visible construction activities, including staging areas and construction vehicles. Potential visual impacts to scenic vistas and the potential for a project to result in substantial damage to scenic resources within a state scenic highway will be identified. If a project site is in a non-urbanized area, the potential for the project to substantially degrade the existing visual character or quality of public views of a site and its surroundings will be analyzed. The analysis will consider the proposed land use(s), overall design, including building form, mass, and height, and potential building materials as compared to the surrounding area. If

a site is located within an urbanized area, the potential for a project to conflict with applicable zoning and other regulations, including the City's design guidelines, governing scenic quality will be reviewed and analyzed.

In the event the project warrants preparation of visual simulations, De Novo's in-house urban designers will prepare visual simulations using specific building designs provided to us by the project architect/engineer. The visual simulations would be created using state-of-the-art equipment including GPS georeferencing, ACAD, 3D modeling software, and the Adobe Suite. We will provide visual simulations from public vantage points to be determined in coordination with City staff. The intent of the visual simulations is to provide a photo-realistic representation of what the site would look like under a before and after scenario from each vantage point.

The potential for a project to create a new source of substantial light or glare to the area will also be addressed. The existing environment as it pertains to light and glare will be identified. The analysis will discuss the potential for a project to impact sensitive uses from new light sources such as interior and exterior lighting, security lighting, parking lot lighting, and vehicle headlights associated with the development. Potential building materials and their ability to create glare which could adversely affect daytime views will also be considered.

Depending upon the location and nature of the project, a shade and shadow analysis may be conducted. De Novo can create shadow diagrams overlaid on a base map that show the building footprints of the project and the surrounding buildings. The intent of this work is to illustrate any change in shadow patterns that would be directly attributable to the project, and to visually demonstrate the effect of these shadows on surrounding land uses, particularly any adjacent residential or other sensitive uses.

B. Agriculture and Forestry Resources

De Novo will confirm whether Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) is present and whether a project would convert these uses to non-agricultural use. If present, potential impacts from conversion of this use will be reviewed. The potential for a project to conflict with existing zoning for an agricultural use or a Williamson Act contract will also be addressed.

The analysis will also confirm whether a site is zoned for forest land, timberland, or timberland zoned Timberland Production and whether a project would conflict with the existing zoning, cause rezoning of, or result in the loss of forest land or conversion of forest land to non-forest use. If present, potential impacts from the conversion of this use will be reviewed.

C. Air Quality

De Novo will utilize our in-house environmental scientists to prepare an Air Quality analysis for the project. The analysis will be prepared consistent with South Coast Air Quality Management District (SCAQMD) and State and federal guidelines using the latest version of CalEEMod software. The analysis will include a comparison of the proposed project's construction and operational emissions with SCAQMD's air quality thresholds of significance for criteria pollutants, consistent with SCAQMD's Guidance for Assessing and Mitigating Air Quality Impacts. De Novo will also analyze the potential for health risk and odor impacts on nearby receptors. The section will include the methodology for calculating emissions, an analysis of the proposed project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

An assessment of toxic air contaminants (TAC) impacts (i.e., a Health Risk Assessment [HRA]) may be warranted depending on the potency, toxicity, quantity of emissions, and proximity of TACs to sensitive receptors such as hospitals, daycare centers, schools, work sites, and residences. De Novo's in-house air quality specialists will prepare an HRA, including an exposure assessment and risk calculations. The exposure assessment includes estimating the emission rates of TACs and running an air dispersion model to calculate the concentration of TACs at each location in the modeling domain. We will calculate the residential (70 year) cancer, workplace cancer, and non-cancer (i.e. acute and chronic) health risks using the HARP Air Dispersion Modeling & Risk Tool (ADMRT). The resulting cancer and non-cancer risks will be plotted on the base map. Both the quantitative and visual results of the analysis will be incorporated into the HRA and summarized.

D. Biological Resources

Depending upon the location and nature of the project site, qualified biologists will prepare a biological resources assessment for the project. The specific nature of the report and work program will vary depending upon a site's location and conditions. Typical work efforts for assessing biological resources include the following:

The California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California will be used to conduct record searches of sensitive biological resources known to occur on and within the general vicinity of the project site. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs, as appropriate, to define the habitat requirements for sensitive species potentially occurring on-site. Topographic maps, soil surveys, flood maps, hydrology/climate information, and watershed data will also be reviewed.

A site visit will be conducted by qualified biologists in order to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. The location of any special-status biological resources (i.e., plants, plant communities, drainage features, wildlife), if present on-site, will be documented. Additionally, the suitability of the vegetation on and surrounding the proposed project site will be surveyed for their ability to provide suitable avian nesting opportunities. Notes will be taken on all plant and wildlife species observed on-site during the survey. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project.

Following completion of background research and field surveys, the results of these studies would be summarized in a Biological Resources Assessment report. The report would identify the existing biological resources, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The report would also outline any future biological surveys, protected species consultations, and/or other anticipated regulatory agency requirements to obtain project approvals and/or environmental permits.

E. Cultural Resources

The analysis will address the potential for a project to cause a substantial adverse change in the significance of a historical, archaeological, or paleontological resource (although addressed here,

paleontological resources will be discussed in Geology/Soils). Additionally, the potential for a project to disturb human remains will be discussed.

De Novo teams with experts specializing in cultural resources to prepare the technical analysis to support the environmental document. The specific nature of the report and work program will vary depending upon a site's location and conditions. Typical work efforts for assessing archaeological and paleontological resources include the following:

Cultural and Paleontological Resources Records Search. A records search for cultural resources within a 0.5-mile radius of the project area will be conducted. A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained. Local historical societies will be contacted. A Sacred Lands File search from the NAHC will also be requested. Project information letters will be sent to those individuals or entities provided by the NAHC that have not already been contacted through AB 52 consultation. A records search for paleontological resources will be requested and research to develop brief contexts for cultural and paleontological resources will be conducted.

Cultural Resources Survey. A cultural resources specialist will conduct a pedestrian survey of the proposed project site. The cultural resources specialist will inspect the project site for evidence of cultural resources that may be impacted by the proposed project. The survey will be conducted using transects spaced no greater than 10 meters apart with accuracy maintained by a hand-held GPS unit. Photographs will be taken of the project site and adjacent properties.

Cultural and Paleontological Resources Assessment Report. A cultural and paleontological resources assessment report will be prepared. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural and paleontological resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts.

If necessary, a determination of if any properties on a project site qualify as historical resources as defined by CEQA will be prepared. Historical resources in the vicinity of a project site will be identified and described, and the potential direct and indirect impacts the project may have on the identified historical resources will be assessed.

Records Search. A records search will be conducted to determine if the subject properties are currently listed under national, state, or local landmark or historic district programs or previously evaluated as eligible for listing in a historic resources survey of an area. The National Register of Historic Places, California Register of Historic Places, and local register (if applicable) will also be consulted to identify designated and previously surveyed historical resources in the vicinity.

Field Survey. A field survey will be conducted of the vicinity to photograph designated and previously surveyed historical resources. The physical integrity of buildings within the project site will be documented.

Research. General research will be conducted to determine the context(s) in which the subject properties should be evaluated. Property specific research will be conducted to determine the potential significance of the associated individuals such as owners, residents, builders, and architects.

Draft Report. The Historical Resources Technical Report will identify the criteria for determining historic significance and integrity under national, state, and local landmark and historic district programs; provide a brief history and description of each property and buildings; and evaluate each property for listing under national, state, and local landmark and historic district programs according to National Park Service, California Office of Historic Preservation, and local (if applicable) criteria. A summary of the designated and previously surveyed historical resources in the vicinity will be provided and the impact the project may have on the identified historical resources will be analyzed. If the project will have an impact on historical resources, the De Novo team will work with the City/Applicant to modify the project to avoid such an impact. Mitigation measures will be recommended, if necessary.

F. Energy

This section will identify the energy demand associated with the project and identify whether there is a potential environmental impact due to wasteful, inefficient or unnecessary use of energy during project construction or operation. The analysis will also assess the project's consistency with state or local plans for renewable energy or energy efficiency.

G. Geology and Soils

Utilizing existing resources and any previously prepared studies for a project site or surrounding area, the analysis will identify existing regional and local geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and seismic hazards. A project will be evaluated for its potential to expose people or structures to potential substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure, and landslides. The potential for a project to destroy a unique paleontological resource will also be discussed.

H. Greenhouse Gas Emissions

De Novo's in-house environmental scientists will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. The discussion and analysis will include quantification of GHGs generated by the project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the project's consistency with any applicable State and local plans, including all applicable City of Laguna Hills General Plan policies and the Laguna Hills Municipal Code. The discussion will provide a quantitative and qualitative analysis of the project's sustainability features. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

I. Hazards and Hazardous Materials

The hazardous materials analysis will include a summary of the existing regulatory conditions per the State Cortese Database Listing. Potentially hazardous materials conditions within a project site will be considered based on available resources, including any previous studies. The above referenced research will be used to analyze potential project-related impacts, as they pertain to hazards and hazardous materials per the CEQA thresholds of significance. Potential accidental conditions involving hazardous materials during construction and operations will be identified. If a project site is located within an airport land use plan or within two miles of an airport, the potential for excessive noise conditions will be discussed. Project emergency access and potential exposure to wildland fires will also be considered.

J. Hydrology and Water Quality

Existing and proposed hydrology and water quality data will be reviewed for a project area based upon available reference documents, including available information from the City and applicant. This section will evaluate water quality conditions and identify water quality (National Pollutant Discharge Elimination System [NPDES]) techniques/structures in accordance with local, State, and federal requirements. The potential for a project to degrade water quality, interfere with groundwater recharge or expose people to water-related hazards will be identified. The section will also address alteration of drainage conditions, potential for substantial erosion or siltation, potential for flooding, and the ability of a project to result in runoff that exceed the capacity of the storm drain system. The analysis will consider the potential for a project to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan, as applicable.

K. Land Use and Planning

A proposed project will be reviewed for consistency with City standards and policies, as well as careful consideration of adjacent uses. Existing and proposed General Plan land use and zoning designations will be identified; any proposed amendments to the land use and zoning for a site will be assessed. A proposed project will be reviewed in the context of land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental impact. The potential for the project to conflict with these plans, policies or regulations will be assessed.

L. Mineral Resources

The analysis will document whether the specific site is located within a Mineral Resource Zone (MRZ) and the potential for impacts.

M. Noise

A technical noise analysis is prepared to determine project compliance with City noise standards and associated potential noise impacts based on the following approach:

The site plan, preliminary grading plans, and trip information for the project will be reviewed from an acoustical standpoint. The De Novo team will discuss with the City the potential noise impacts and determine noise measurement locations. Short-term and/or 24-hour noise measurements will be performed to determine the existing noise environment. Utilizing the FHWA Construction noise model and SoundPlan 3D Modeling software, the short-term construction noise and vibration impacts from the project during construction will be determined. The exterior noise impact to the surrounding adjacent properties will be assessed and mitigation measures to alleviate any potential significant noise impact will be identified, if necessary. Utilizing a version of the FHWA Noise Prediction Model the roadway noise impacts for existing and build-out scenarios will be determined and compared to the City's noise standards. This will help determine any change in the roadway noise level as a result of the project. The roadway noise impacts to the project site will be calculated. Potential stationary noise impacts from the project site will also be calculated. If necessary, mitigation measures will be identified to comply with City's limits. The results of the analysis will be summarized in a noise impact study that will address the noise impacts from the project for both short-term and long-term noise impacts.

N. Population and Housing

The analysis will consider the potential for a project to directly or indirectly induce substantial unplanned population growth in the area and the potential to displace a substantial number of people or housing, resulting in the need for replacement housing elsewhere. The section will identify population and housing

projections for an area, including the anticipated and planned growth as identified in the City of Laguna Hills General Plan and regional growth projections.

O. Public Services

Public service departments/agencies will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand on services based on the proposed land uses and the potential alteration of existing facilities, extension or expansion of new facilities. The ability of a project to receive adequate service based on applicable standards will be evaluated. If necessary, mitigation measures to reduce impacts associated with providing new or altered facilities will be identified.

P. Recreation

Existing recreation facilities will be identified and the ability for these facilities to serve a proposed project will be assessed. The discussion will focus on the potential for the physical deterioration of existing facilities or potential adverse physical effects associated with the provision of new facilities proposed by the project.

Q. Transportation

With the implementation of Senate Bill (SB) 743, vehicle miles traveled (VMT) will be the required analysis metric to assess the potential for significant transportation impacts associated with proposed projects. The De Novo team will work with the City of Laguna Hills to determine the scope of the transportation analyses in accordance with the relevant policies and procedures, including the City of Laguna Hills Transportation Study Guidelines for Vehicle Miles Traveled and Level of Service Assessment.

The analysis will also address any potential conflicts with the City's programs, plans, ordinances or policies addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, potential of a project to increase hazards due to a geometric design feature or incompatible use, or result in inadequate emergency access.

R. Tribal Cultural Resources

The De Novo team will provide AB 52 Native American consultation assistance. It is assumed that the City maintains a list of contacts for consultation under AB 52, but the De Novo team may request an AB 52 consultation list from the NAHC on behalf of the City should the City choose to request such a list from the NAHC. The De Novo team will prepare AB 52 letter templates and provide checklists, detailed instructions to ensure meaningful consultation with interested Native American groups in accordance with AB 52. If an assessment of tribal cultural resources is needed, De Novo will involve our cultural resources teaming partner to provide these services; refer to the Cultural Resources discussion above.

S. Utilities and Service Systems

Utility/service system providers will be contacted to confirm existing service conditions and potential project impacts associated with a proposed development. The discussion will focus on the increased demand and/or generation of utilities/service systems based on the proposed land uses and if capacity and supplies are available to support the increased demand and/or generation. The analysis will also consider the potential physical effects associated with the relocation or construction of new or expanded facilities, if applicable.

T. Wildfire

The discussion will identify whether a project site is in or near state responsibility areas or lands classified as very high fire hazard severity zones. If located within a wildfire area, the analysis will address factors that could expose people or structures to fire or post-fire flooding or landslides, risk or impair emergency response, or require installation of infrastructure that could exacerbate fire risk.

2.7 GROWTH INDUCEMENT

This section will discuss ways in which a proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. The analysis addresses growth-inducing impacts in terms of whether a project influences the rate, location, or amount of growth.

2.8 ALTERNATIVES TO THE PROPOSED ACTION

The EIR will identify a reasonable range of alternatives which could attain most of a project's objectives but would avoid or substantially lessen any of the significant events of a project. The range of alternatives is anticipated to include a No Project Alternative, as required under CEQA, and additional alternatives focused on reducing the potential environmental impacts. The alternatives analysis will compare the environmental impacts for each alternative for the environmental topical areas analyzed in the EIR. The advantages and disadvantages of each alternative and the reasons for rejecting or recommending the respective alternative will be discussed; an environmentally superior alternative will be identified. A summary matrix will compare the impacts for each alternative environmental topical area and whether the alternative involves greater, reduced, or equivalent impacts when compared to a project.

2.9 ADDITIONAL SECTIONS

Additional EIR sections to meet CEQA and City requirements will be prepared and include the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented; Effects Found Not To Be Significant; Inventory of Unavoidable Adverse Impacts; and Organizations and Persons Consulted/Bibliography will be provided.

2.10 GRAPHIC EXHIBITS

The EIR will include exhibits to enhance the written text and clarify a proposed project's environmental impacts.

2.11 MITIGATION MONITORING AND REPORTING PROGRAM

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation. The Checklist will identify the mitigation measure outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section.

2.12 ADMINISTRATIVE DRAFT EIR SUBMITTAL

The previous tasks will result in the Administrative Draft EIR, which will be provided to City staff for review and comment.

3.0 DRAFT ENVIRONMENTAL IMPACT REPORT

3.1 SECOND ADMINISTRATIVE DRAFT EIR

De Novo will respond to one complete set of comments from City staff on the Administrative Draft EIR. The Second Administrative Draft EIR will be provided to City staff with all revisions made in track changes to assist in review of the document.

3.2 COMPLETION OF THE DRAFT EIR

De Novo will respond to a second review of the Administrative Draft EIR. Upon approval, De Novo will prepare the Draft EIR for the required 45-day public review period. In addition, the Notice of Completion (NOC) and Notice of Availability (NOA) will be prepared for submittal to the State Clearinghouse and the County Clerk, and for distribution to the City-approved distribution list. De Novo will file the notices with the State Clearinghouse and County Clerk.

4.0 FINAL ENVIRONMENTAL IMPACT REPORT

4.1 RESPONSE TO COMMENTS

At the conclusion of the Draft EIR public review period, the De Novo team will respond to written comments received by the City, as well as oral comments received during community meetings and public hearings. The Draft Responses to Comments will be prepared for review by City staff. De Novo will address one complete set of comments from City staff on the Draft Responses to Comments and will provide the revisions in track changes for ease of review. De Novo will respond to a second set of comments and finalize this section for inclusion in the Final EIR.

4.2 FINAL EIR COMPLETION

The Final EIR will consist of the Draft EIR and Response to Comments. Any revisions to the Draft EIR will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text.

4.3 FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project. De Novo will submit the Draft Findings for City review and will respond to one complete set of City comments.

4.4 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of EIR certification.

5.0 PROJECT MANAGEMENT AND MEETINGS

5.1 PROJECT MANAGEMENT

Ms. Barker will direct preparation of and review the environmental document for compliance with CEQA requirements and guidelines and City CEQA procedures. Ms. Barker will coordinate with City staff and/or other stakeholder representatives as well as internal technical staff, support staff and word processing toward the timely completion of the environmental document, serving as an extension of City throughout

the duration of the project. In addition to weekly status updates, monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/ updates to the project schedule based on progress meetings and activities will also be provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); estimated completion percentage for each task; and accounting by individual working on each task for that billing period.

5.2 MEETINGS AND HEARINGS

Close coordination with City staff is essential. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Initial Study/Mitigated Negative Declaration

The following is a typical scope of work for preparation of an Initial Study/Mitigated Negative Declaration. As with preparation of an EIR, the work program, including necessary technical studies and level of analysis, will vary depending upon a project's location and characteristics. Typical scopes of work for technical studies have been provided under Conceptual Work Program – Environmental Impact Report, above. Upon receipt of future RFPs from the City, the De Novo team will provide a project-specific scope of work tailored for the project being proposed at that time.

1.0 PROJECT INITIATION

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (if appropriate) to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team.

2.0 CEQA INITIAL STUDY/ASSESSMENT

De Novo will prepare the Initial Study in accordance with the CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15063. The impact analysis will be in a consistent order of environmental factors, as presented in the recently updated Appendix G of the CEQA Guidelines and as described in the conceptual EIR work program, above. The determination page will conclude the appropriate CEQA action based upon the environmental analysis.

3.0 ADMINISTRATIVE DRAFT INITIAL STUDY

The Administrative Draft Initial Study will be provided to the City for review and will include a Mitigation Monitoring and Reporting Program (MMRP) to identify appropriate monitoring steps/procedures and

provide a basis for monitoring such measures during and upon project implementation. De Novo will revise the Initial Study, providing the City with a Second Administrative Draft Initial Study with revisions in tracked changes for ease of review.

4.0 PUBLIC REVIEW DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

With a conclusion in the Initial Study that no significant environmental effects will occur as a result of implementation of the project, a Mitigated Negative Declaration will be prepared for the 30-day public review period. De Novo will prepare the Notice of Intent to Adopt a Negative Declaration (ND)/Mitigated Negative Declaration (MND) for public review. De Novo will file all necessary notices with the County Clerk and State Clearinghouse.

5.0 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

5.1 RESPONSES TO COMMENTS

Upon completion of the public review period, De Novo will prepare a written response to the public comments for review by the City.

5.2 FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Where necessary, the appropriate revisions will be made to the IS/MND text. Any additional text will be marked in underline format and any deleted text will be marked in strikeout format. The Draft Final IS/MND will be provided to the City for review and approval. We will make any additional revisions as directed by the City and prepare a Final Initial Study MND for consideration. The Final Initial Study will include a Mitigation Monitoring and Reporting Program, and any other information necessary for the City's staff report to the Planning Commission and/or City Council.

5.3 NOTICE OF DETERMINATION

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of IS/MND adoption.

6.0 PROJECT MANAGEMENT AND MEETINGS

As provided in 5.0, Project Management and Meetings, under Conceptual Work Program – Environmental Impact Report, above, Ms. Barker will be responsible for management and supervision of the Project Team. The De Novo Project Manager will participate in progress/project conference calls and/or meetings with City staff, the Applicant, and stakeholder representatives, as necessary to identify issues, assess impacts, and define mitigation. The De Novo team will participate in public hearings and make presentations, as necessary. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing the environmental review process, analysis and findings, and responding to questions.

Conceptual Work Program – Third Party Peer Review

In addition to preparing technical analysis and environmental compliance documentation, the De Novo team is often called upon to provide third party peer review services for our clients. Our approach to conducting peer reviews involve the following considerations: 1) compliance with the CEQA Guidelines; 2) technical accuracy of analysis in support of conclusions and findings of significance; and 3) internal consistency of the document. CEQA and technical specialists will conduct the review, with a Principal

and/or Project Manager serving as the primary CEQA reviewer. Our reviews will result in a memorandum providing a determination of compliance, along with any suggested edits or noted deficiencies in the document. Following revisions to the draft technical studies and/or environmental compliance documents, De Novo will review the revised documents to ensure the comments provided in the third-party peer review have been adequately addressed and resolved. The De Novo team will also be available to participate in conference calls or in-person meetings, as necessary, to discuss any issues of concern, approach to analysis, and third-party peer review comments. De Novo Principals, Project Manager, and technical staff, as well as subconsultant team members will be available, as necessary, to provide expert testimony before decision-making bodies, including describing our review and findings, and responding to questions.

TIMELINE

Following is a typical schedule for preparation of an EIR, IS/ND or IS/MND, and peer review of applicant-prepared technical studies and third-party peer review of environmental documents. The timing for peer review of applicant-prepared technical studies and third-party peer review of environmental documents can vary depending on the number and complexity of the technical studies and the environmental topical areas addressed in the environmental document.

Typical EIR Schedule

Project Kick-off	Month 1
Notice of Preparation/Initial Study	Month 1
NOP 30-Day Public Review	Month 2
Prepare Technical Studies	Months 1 – 3
EIR Scoping Meeting	Month 2
De Novo Prepares Administrative Draft EIR	Months 2 – 5
City Review of Administrative Draft EIR	Month 6
De Novo Prepares Second Administrative Draft EIR	Month 7
City Review of Second Administrative Draft EIR	Month 7
De Novo Completes, Publishes, and Circulates Draft EIR	Month 8
EIR 45-Day Public Review Period	Months 8 – 9
Hearing during the Draft EIR Review to Receive Comments	Month 9
De Novo prepares Responses to Comments	Month 10
City Reviews Responses to Comments	Months 10 – 11
De Novo Prepares Administrative Final EIR	Months 11
City Reviews Administrative Final EIR	Month 11
De Novo Completes, Publishes, and Circulates Final EIR	Month 12
Certification Hearings	TBD

Typical IS/ND or IS/MND Schedule

Project Kick-off	Week 1
De Novo drafts Project Description	Week 1
City Reviews/Approves Project Description	Week 2
Preparation of Technical Studies	Weeks 1 – 8
De Novo Prepares Administrative Draft IS/ND or IS/MND	Weeks 2 – 10
City Reviews Administrative Draft IS/ND or IS/MND	Week 11
De Novo Completes Draft IS/ND or IS/MND	Week 12
City Reviews Check Copy Draft IS/ND or IS/MND	Week 13
De Novo Distributes Public Review IS/ND or IS/MND	Week 14
IS/ND or IS/MND 30-Day Public Review	Weeks 14 – 18
De Novo Prepares Final IS/ND or IS/MND	Week 19
De Novo Prints and Distributes Final IS/ND or IS/MND	Week 20
Hearing	TBD

Typical Technical Study Peer Review Schedule

De Novo Conducts Peer Review	Completed within 2 – 3 weeks of receipt
De Novo Conducts Review of Revised Technical Studies	Completed within 1 – 2 weeks of receipt

Typical Environmental Document Peer Review Schedule

De Novo Conducts Peer Review of IS/ND or IS/MND	Completed within 2 – 3 weeks of receipt
De Novo Conducts Review of Revised IS/ND or IS/MND	Completed within 1 – 2 weeks of receipt
De Novo Conducts Peer Review of EIR	Completed within 3 – 4 weeks of receipt
De Novo Conducts Review of Revised EIR	Completed within 1 – 2 weeks of receipt

G. COMMUNICATION PLAN

Communication for on-call environmental contracts begins at the proposal stage and continues throughout project hearings and closeout. When an RFP is distributed by the City, De Novo will review the information and communicate any questions or clarifications to ensure the work program and associated scope of work accurately reflects the requirements of the project and the needs of the City as Lead Agency. We focus on providing a proposal that clearly communicates our understanding of the project and the proposed work program, including detailed tasks, timing, and fee. While we strive to provide an accurate and sufficient proposal the first time, we will work the City and Applicant, to revise and modify the scope of work as necessary.

Upon notice to proceed, the De Novo Project Manager will schedule a kickoff meeting with the City. We find this meeting to be integral to the success of the project and implementation of the work program. This meeting serves as an opportunity to discuss expectations, responsibilities, and communication procedures. The De Novo team will work with the City at project initiation to create a detailed and realistic project schedule, making sure to identify all critical path items and any constraints.

Throughout project development, we will review the status of all project tasks regularly to ensure they are progressing within the scheduled timeframe. A monthly progress report will identify the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. If issues arise that could result in schedule delays, we will make it a priority to coordinate with the City to find the necessary solutions to move the project forward. The complexity of some projects may require a regularly scheduled meeting with the City and De Novo to ensure progress is being made and the identified schedule is maintained. De Novo fully embraces these meetings and the opportunity to have more frequent contact with the City.

Working closely with City staff throughout the project will ensure early identification and resolution of critical issues. Our approach ensures consistent and regular interaction and communication between City staff and the De Novo team. This allows for frequent exchange of information without loss of time or resources and will provide all parties with advance input on any issues that may arise. Early and consistent coordination with the City's Project Manager and between the De Novo Project Manager maintains the flow of data and allows for timely response to any issues, and ensures the work program stays on track.

H. COMPENSATION/PAYMENT SCHEDULE

In accordance with the requirements of the RFP, materials for this section are provided in a separate sealed envelope.

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I. CERTIFICATE OF INSURANCE

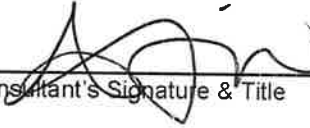
City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 2

CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: De Novo Planning Group
Name (Please Print or Type)

By:  Principal
Consultant's Signature & Title

Date: July 5, 2024

This executed form must be submitted with proposal.

J. CERTIFICATION OF PROPOSAL

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

ATTACHMENT 3

**CERTIFICATION OF PROPOSAL
TO THE CITY OF LAGUNA HILLS**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP FOR ON-CALL CEQA CONSULTING SERVICES

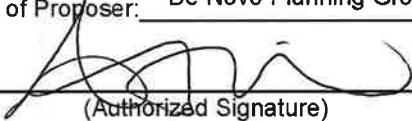
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 30, 2024.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 5th day of July, 2024, at Tustin, California.

Name of Proposer: De Novo Planning Group

By: 
(Authorized Signature)

Type Name: Amanda Tropiano

Title: Principal

Date: July 5, 2024



Environmental Consultant Cost Proposal On-Call CEQA Consulting Services

City of Laguna Hills | July 11, 2024

Revised September 10, 2024



SUBMITTED TO:

**City of Laguna Hills
Jay Wu, Senior Planner
24035 El Toro Road
Laguna Hills, California 926533**

SUBMITTED BY:

**De Novo Planning Group
Amanda Tropiano, Principal
180 E Main Street, Suite 108
Tustin, CA 92780
atropiano@denovoplaning.com
714.453.7711**

PROJECT BUDGET

The cost estimate for an individual project is based on a variety of factors including the type of environmental compliance document, required technical studies, and site and project attributes. Due to the on-call nature of the RFP, a cost estimate cannot be specifically determined at this time. Rate sheets are included on the following pages.

Typical Direct Costs

Typical direct costs associated with preparation of environmental documents include the following. Please note that all direct costs are billed at-cost and are not marked-up. We also do not mark-up the fees of our subconsultants.

- Printing
- Mileage
- Postage
- Filing Fees
- Data Collection
- Vehicle Counts

Ranges of Fees for Documentation

The cost for preparation of environmental documentation can vary dramatically, based upon a number of factors for, including, but not limited to, the type of project, complexity of a project, its location, biological or cultural sensitivity, the amount and type of project management public meetings required, and the type and amount of technical studies required. The following represents a general ballpark estimated range of fees for services for the types of environmental documents that could be prepared under this contract.

- | | |
|---|------------------------|
| • Initial Study/Mitigated Negative Declaration: | \$40,000 to \$80,000 |
| • Environmental Impact Report: | \$200,000 to \$400,000 |
| • Specialized and Categorical Exemption Memos: | \$5,000 to \$20,000 |
| • Peer Reviews: | \$1,800 each |
| • EIR Addendums: | \$30,000 to \$65,000 |
| • Technical Studies | \$3,000 to \$90,000 |

Rates are established for the full term of the contract (i.e., from August 28, 2024 through August 27, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

DE NOVO PLANING GROUP

CITY OF LAGUNA HILLS RATE SHEET

2024 Schedule

Principal	\$210
Principal Planner	\$185
Senior Planner	\$150
Associate Planner	\$130
Assistant Planner	\$110
GIS Analyst	\$125



Laguna Hills CEQA On-Call
(August 2024 through August 2026)
Hourly Billing Rates: Revised August 29, 2024

Classification	Hourly Rate
Principal	\$380
Senior Associate	\$290
Associate	\$250
Senior Engineer/Planner	\$210
Engineer/Planner	\$185
Senior Engineering Technician	\$180
Senior Project Accountant	\$190
Project Coordinator	\$160
Technician	\$160
Intern	\$140

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (67 cents per mile as of Jan 2024).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*



Exhibit A
MAT Engineering, Inc. Billing Rates

MAT Engineering, Inc.
17192 Murphy Avenue #14902
Irvine, CA 92623
at@matengineering.com
(949) 344-1828

Position	Hourly Rate
President	\$180.00
Principal	\$170.00
Associate Principal	\$160.00
Senior Associate	\$160.00
Associate	\$150.00
Senior Engineer / Senior Planner / Senior Designer	\$150.00
Engineer / Planner / Designer III	\$120.00
Engineer / Planner / Designer II	\$115.00
Engineer / Planner / Designer I	\$110.00
Assistant Engineer / Assistance Planner / Assistant Designer	\$80.00
Technician III	\$75.00
Technician II	\$65.00
Technician I	\$55.00
Engineering Aide	\$50.00
Administrative Assistant	\$55.00

Notes:

PDF report copies of report are included in the fees. Printed reports charged at a minimum of \$100.

For overtime work the above rates may be increased by 50 percent.

Client payment is not contingent upon client receiving payment from other parties.

Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law

Rev. August 2024

CHRONICLE HERITAGE HOURLY RATES

LABOR CLASSIFICATIONS	HOURLY RATE HIGH
Senior Principal	\$265.00
Principal	\$225.00
Principal Investigator/Technical Lead	\$205.00
Senior Level	\$170.00
Associate Level	\$150.00
Staff Level	\$115.00
Field/Lab/Research Assistant	\$110.00
Intern	\$75.00
Senior Maritime Archaeologist	\$195.00
Maritime Archaeologist	\$115.00
Geomorphologist	\$195.00
Senior GIS Specialist	\$150.00
GIS Specialist	\$125.00
Senior Database Specialist	\$215.00
Database Specialist	\$140.00
Clerical/Work Processing	\$140.00
Senior Editor	\$140.00
Editor/Processing	\$120.00
Administrative Assistant	\$125.00

Exhibit A

Billing Rates for MD Acoustics, LLC

Compensation for Services

The Consultants Billing rates for services are as follows:

Position	Hourly Rate
Principal Consultant	\$ 220.00
Sr. Acoustical Consultant	\$ 178.50
Sr. Vibration Consultant	\$ 178.50
Air Quality Specialist	\$ 178.50
Consultant	\$ 155.00
Engineering Technician I	\$ 119.00
Engineering Aide	\$ 83.00
Administrative Assistant	\$ 78.00
Administrative Aide	\$ 66.00
Clerical Aide	\$ 60.00
Principal Controls & Vibration Engineer	\$ 244.00
Senior Scientist Noise & Vibration	\$ 226.00
Senior Design Engineer	\$ 161.00
Expert Witness	\$613.00
Mechanical Packaging Engineer	\$ 178.50
COMSOL Expert & Modeling	\$ 416.00
ANSYS Expert & Modeling	\$ 416.00
Automobile Mileage	\$ 1.13/mile

General

- (1) Per Diem charges are based on current government rates based on area.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased by 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted bi-monthly. Statements are payable Net 15 upon receipt by the client of the statement. Any statement unpaid after ninety (90) days shall be subject to interest at the maximum permitted by law.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from August 28, 2024 through August 27, 2026). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

Revised: August 26, 2024



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Chair and Agency Members
From: Elizabeth Yee Contract Planner
Jennifer Lowe, Community Development Director
Issue: Conditional Use Permit (CUP) No. USE-0231-2025, a request by Daniel Avdee, on behalf of Manifest Behavioral Health, for Approval of a Community Care (Drug Abuse and Alcoholism Recovery Facility; Community Treatment and Rehabilitation Facility) Located at 23297 South Pointe Drive

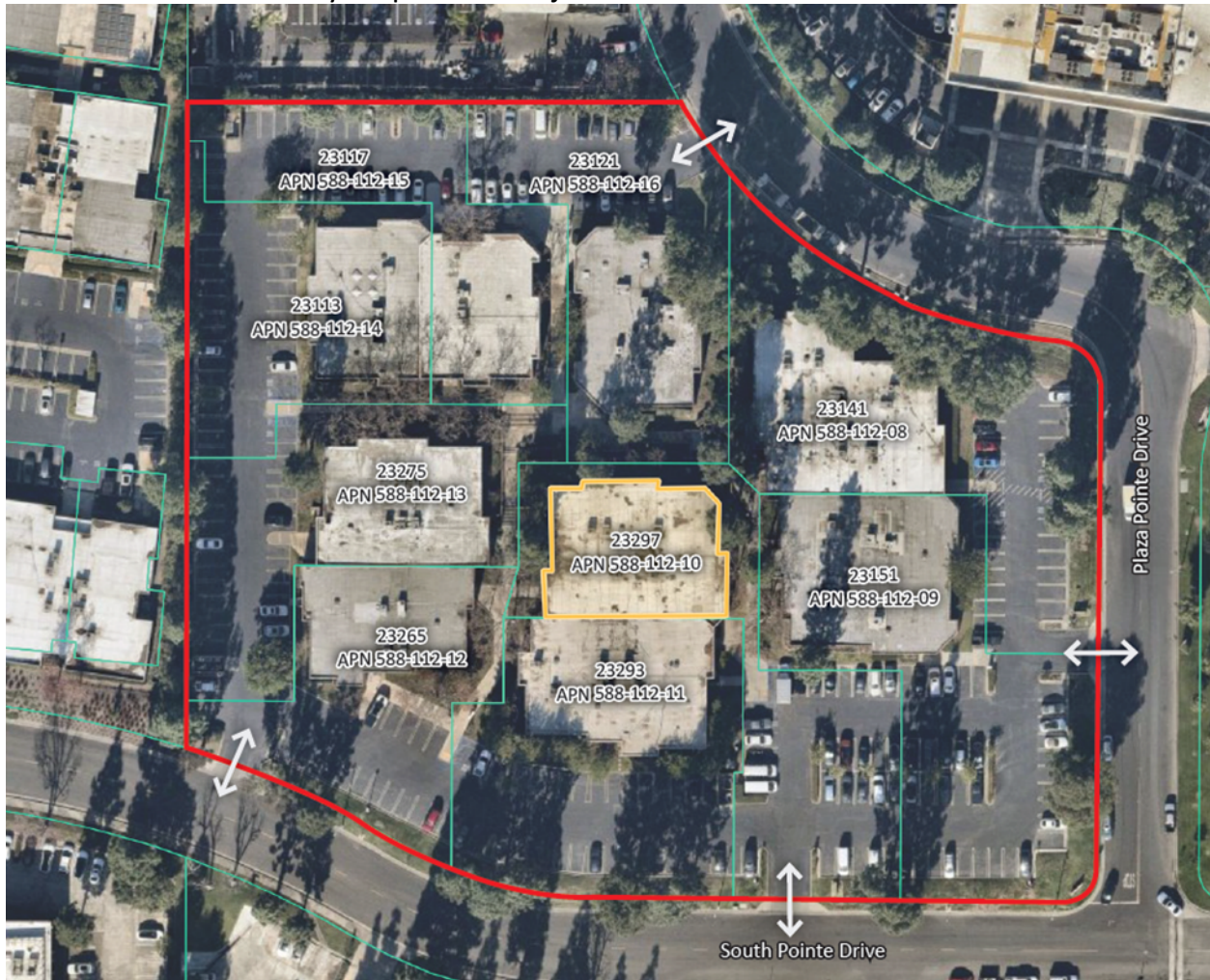
Recommendation: That the Planning Agency:

1. Conduct a public hearing;
2. Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities); and
3. Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Conditional Use Permit (CUP) No. USE-0231-2025, a request by Daniel Avdee, on behalf of Manifest Behavioral Health, for Approval of a Community Care (Drug Abuse and Alcoholism Recovery Facility; Community Treatment and Rehabilitation Facility) Located at 23297 South Pointe Drive, and Finding the Project Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1, Existing Facilities) of the State CEQA Guidelines."

Background:

The subject property, located at 23297 South Pointe Drive, is within the Mixed Use (MXU) zoning district. The property is approximately 0.581 acres (25,310 square feet) and currently one of nine buildings located within the Plaza Pointe Center ("Center").

The parcels within the Center currently share landscaping, parking, and vehicle circulation. The site is currently developed with a one- story office building, consisting of approximately 7,995 square feet. The unit is unoccupied and was previously occupied by a medical office use. The property is situated with direct access from South Pointe Drive. The building is attached to and located behind the building at 23293 South Pointe Drive. Below is a vicinity map of the Project:



Authority:

The request is to establish a community care facility for drug abuse and alcohol recovery. The Laguna Hills Municipal Code (“LHMC”) Chapter 9-30 (MXU Mixed Use District) and Chapter 9-64 (Community Care Facilities) outline general design guidelines and development standards for a proposed community care facility. Section 9-30.020 of the LHMC identifies community care facilities as permitted in the MXU zone, subject to the review and approval of a conditional use permit (“CUP”). Additionally, a community care facility for seven or more individuals for drug abuse and alcoholism recovery is

listed in LHMC Table 9-64.040 as permitted with a conditional use permit.

The review process for a CUP is detailed in LHMC Section 9-92.080(C), which establishes the procedures the City must follow when evaluating such requests. Conditional use permits are used to evaluate uses that may have a moderate to high potential impacts on adjacent properties or the surrounding community, particularly due to their operational characteristics. When appropriate, CUPs may be approved with specific conditions to ensure the proposed use is compatible with neighboring uses and consistent with community standards.

As required by the LHMC, City staff reviewed the request and prepared findings demonstrating that the proposed CUP complies with the applicable provisions of the Zoning Code, including requirements for the Mixed-Use zoning district, and consistency with the City's General Plan. These findings are outlined in the Proposed Resolution of Approval (Attachment 1).

Proposal & Analysis:

The property owner, GJC Properties 8, LLC, has authorized the Applicant, Daniel Avdee of Trust SoCal, to submit an application for approval of Conditional Use Permit USE-0231-2025 for Manifest Behavioral Health ("Manifest"), a substance abuse outpatient at 23297 South Pointe Drive ("Project"). The Applicant's Project Narrative (Attachment 2) states that Manifest will operate the community care facility as an intensive outpatient program ("IOP") that primarily provides individual and group therapy sessions to serve patients within Orange County. This location was chosen given the facility's central location to Manifest Behavioral Health's existing sober living residential facilities.

The community care facility would be the sole tenant in the existing 7,995-square-foot building. The proposed building use includes offices, individual therapy rooms, group therapy rooms, and staff use only areas (i.e., breakrooms, additional office spaces, etc.). The Applicant has determined its proposed operations can be implemented while mitigating impacts to neighboring tenants in the Center by maintaining the site free and clear of trash and limiting all therapy sessions and related operations to inside the building. Group and individual therapy sessions for up to 30 patients at any time are provided during the hours of operation: Monday through Friday from 9:00 a.m. to 5:00 p.m., with therapy sessions taking place between 9:00 a.m. and 3:00 p.m. The community care facility will be closed weekends. The facility is limited to outpatient services during the approved hours of operation and no overnight stays will be permitted. Intensive outpatient care consists of clinician meetings and support group activities but at a reduced intensity of at least 10 hours per week. The proposed therapy

would include six (6) one-hour sessions with a mix of group and individual sessions each day. According to the Applicant, the intent of this type of therapy care is to assist patients with adapting to regular life and schedules while focusing on developing coping skills essential for managing addictions and behavioral disorders in their return to everyday living.

Parking

Required parking spaces based on use is identified in LPMC Table 9-44.A; however, a specific parking requirement for community care facilities is not referenced in the table. Accordingly, LPMC 9-44.050 states that the Community Development Director shall determine the required parking for any use not contained within the table. Due to the similarity of the proposed operations to a psychotherapy or counseling office, the Director determined that the medical parking ratio of 1 space for every 300 feet of gross floor area would be appropriate.

On the subject parcel for the care facility, 28 parking spaces are striped within the property lines. The community care facility will be the sole occupant of 23297 South Pointe Drive. The building is 7,995 square feet; parked at the low impact medical parking rate of 1 space for every 300 feet of gross floor area, 25 spaces are required. Additionally, Plaza Pointe Center has easements in place to accommodate for ingress and egress over the parcels and parking is informally shared amongst the tenants. Plaza Pointe Center has a total of 255 parking spaces. In accordance with LPMC Table 9-44.A, the calculated parking requirement for the Center's current tenant roster is 259 spaces. However, the office park does not have a parking use permit in place to formalize the sharing of parking amongst the nine parcels. The proposed care facility would operate during typical office hours.

The applicant proposes to have approximately 12 employees, 3 visitors, and no more than 30 patients on site at any given time during the approved hours of operation. The proposed community care facility would also provide patient transportation from full care sober living facilities or patients' residences within Orange County by the business's transportation vans. The vans are owned and operated by Manifest's sober living facilities. The project site currently does not have a dedicated loading zone for patient pick up and drop off. Manifest staff will escort the patients to and from the transportation vans for therapy sessions. The transportation vans fit in a standard-size parking space and will not require any re-striping of the existing parking lot. The vehicles will be stored at the sober living facilities. There will be no overnight storage of the transportation vans onsite. Based on the proposed operations, which includes Manifest transporting the patients to and from the site, and having a maximum number of 12

employees and 3 visitors on site at any given time, staff has determined the site can accommodate the parking demand and conditions of approval have been included to ensure that adequate parking can be maintained at all times.

Conclusion:

Staff recommends the Planning Agency approve the proposed CUP, subject to the conditions of approval in the attached Resolution of Approval (Attachment 1). Based on Staff's review of the information provided by the Applicant, Staff does not anticipate any significant adverse impacts on the adjacent properties as the proposed operations. Conditions of Approval have been included in the Resolution to ensure the proposed community care facility complies with the LHMC and does not adversely impact adjacent uses (Attachment 1). The proposed Project complies with the requirements of the LHMC, Mixed Use zoning district, Community Care Facilities, and with the requirements of the General Plan Land Use Element. Therefore, Staff recommends approval of CUP No. USE-0231-2025, subject to the recommended Conditions of Approval.

Public Notice:

The proposed project was advertised in an adjudicated newspaper of general circulation on February 12, 2026. A total of 227 public hearing notices were mailed, which includes all property owners within a 300-foot radius of the subject property. To date, no comments have been received. Any written comments received will be distributed at the Planning Agency Public Hearing.

CEQA Findings:

Staff reviewed the Project for compliance with the California Environmental Quality Act ("CEQA") and determined that this project is categorically exempt from CEQA pursuant to Section 15301 (Class 1, Existing Facilities). A Class 1 categorical exemption consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed community care facility use is consistent with the Class 1 categorical exemption as it is deemed a change of use for the site that previously had a medical office use.

Fiscal Impact:

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 the California Environmental Quality Act ("CEQA"). The Applicant shall be responsible for payment of all applicable fees pertaining to development of the Project pursuant to the City's Comprehensive Fee Schedule.

Attachments:

1. Proposed Resolution of Approval
2. Project Narrative
3. Project Plans

RESOLUTION NO. PA2026-X-X-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. USE-0231-2025, A REQUEST BY DANIEL AVDEE, ON BEHALF OF MANIFEST BEHAVIORAL HEALTH, FOR APPROVAL OF A COMMUNITY CARE (DRUG ABUSE AND ALCOHOLISM RECOVERY FACILITY; COMMUNITY TREATMENT AND REHABILITATION FACILITY) LOCATED AT 23297 SOUTH POINTE DRIVE, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15301 (CLASS 1, EXISTING FACILITIES) OF THE STATE CEQA GUIDELINES.

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

WHEREAS, Daniel Avdee, Project Applicant and Business Operator, on behalf of Manifest Behavioral Health (“Applicant”), has filed an application for approval of Conditional Use Permit (USE-0231-2025) to authorize the operation of a community treatment and rehabilitation facility on property located at 23297 South Pointe Drive, Laguna Hills CA 92653 (“Project”); and

WHEREAS, GJC PROPERTIES 8, LLC, owner of the subject property, has authorized the application; and

WHEREAS, the Project site is approximately 0.58 acres in area and is currently developed with an approximately 7,995-square-foot, single-story, office building; and

WHEREAS, the Project site has a General Plan Land Use designation of Mixed Use and is located within the Mixed Use (“MXU”) zoning district; and

WHEREAS, the Project is subject to the zoning and development standards contained in Chapter 9-30 (MXU Mixed Use District) of the Zoning Code; and

WHEREAS, the request to establish a community care facility for drug abuse and alcohol recovery requires the review and approval of a conditional use permit by the Planning Agency pursuant to the Laguna Hills Municipal Code (“LHMC”) Chapter 9-30, MXU Mixed Use District, and Chapter 9-64, Community Care Facilities; and

WHEREAS, the Project is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19 Section 15301 (Class 1, Existing Facilities) of the State CEQA Guidelines. This exemption applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical

features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and

WHEREAS, on March 10, 2026, the Planning Agency held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. That Planning Agency hereby determines that the required findings by the City for approval of Conditional Use Permit CUP No. USE-0231-2025 have been met and made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

The proposed use complies with all requirements of the General Plan, and is consistent with the Land Use Element. Table LU-1 of the General Plan describes the purpose and intent of land uses within the Mixed-Use district for a variety of goods and services can be obtained within an overall planned environment. Appropriate uses identified in the Mixed-Use designation include administrative and professional uses, institutional and government uses, business support uses, and personal services. The proposed care facility and outpatient therapy center is intended to provide personal services to the community and is compatible and consistent with the General Plan's description of the desired uses in the Mixed-Use designation.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The subject property is located within the Mixed Use (MXU) zoning district. All development within this zoning district is subject to the development standards as detailed in the Laguna Hills Municipal Code Chapter 9-30 MXU Mixed Use District, Chapter 9-64 Community Care Facilities, and Chapter 9-92 Application Process and Submittal Requirements. The proposed community care facility would fully occupy an existing building within the Plaza Pointe Center, which currently consists of a mix of office, service, and commercial uses. With approval of the recommended conditions of approval, the proposed community care facility's

operations, hours of business, number of patients, and parking will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The Project site is approximately 0.581 acres (25,310 square feet) and is 1 of 9 parcels that comprise the commercial center identified as Plaza Pointe Center. The proposed community care facility would fully occupy and be the sole tenant of an existing office building. No exterior improvements are proposed for the project. Furthermore, the building was previously occupied by a medical office use; the proposed individual and group counseling uses are considered similar in performance to medical uses with regard to daily operations, traffic, and parking. Furthermore, the building is physically suited to accommodate the office and therapy space needed for the proposed community care facility. Conditions of approval have been incorporated in this resolution to ensure the proposed community care facility will be integrated and be compatible with the existing and planned uses in the vicinity.

4. All required development standards prescribed by this code can be achieved.

The subject property is typical of commercial centers and business parks in the MXU district with regard to the building type and mixture of permitted tenant uses, including offices, industrial, and commercial uses. No exterior construction is proposed nor changes the existing site plan, and the proposed community care facility will maintain existing site conditions and meets all applicable development standards required by LHMC Sections 9-30 and 9-64.

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions of approval are included to ensure the proposed community care facility is compatible with adjacent or abutting uses and the preservation of the public peace, safety, and welfare. Specifically, the Project is conditioned to address the onsite operations and use of common areas, transportation of clients to and from the facility, and property maintenance standards. The intent of the conditions are to ensure the use is compatible and adequate parking is maintained in a manner that limits impact.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. USE-0231-2025 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: Daniel Advée of Trust SoCal, on behalf of Manifest Behavioral

Health; Project Applicant and Business Operator; the owners(s) and tenant(s) of the property; and each of their respective successors and assigns.

2. Unless the context dictates otherwise, whenever the term “this Permit” is used in the following Conditions of Approval, it shall collectively refer to the Conditional Use Permit (CUP) No. USE-0231-2025, approved pursuant to this Resolution, as well as the plans, studies, and exhibits submitted to the City by the Applicant to describe and depict the improvements to be constructed as a part of the project, and as otherwise modified by these Conditions of Approval.
3. Unless the context dictates otherwise, whenever the term “project” is used in the following Conditions of Approval, it shall collectively refer to the plans and exhibits submitted to the City by the Applicant to depict the project, as modified by these Conditions of Approval.
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. Approval of this Permit constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.

7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
8. The conditions of project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees, and/or exactions. The Applicant is hereby notified that the 90-day protest period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this project through the Conditions of Approval, commencing from the date of approval of the project, has begun.
9. Pursuant to City Council Resolution No. 2017-07-11-2, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from March 10, 2026, unless a time extension is granted pursuant to Laguna Hills Municipal Code Section 9-92-080(L).
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.
12. The Applicant shall maintain the hours of operations, onsite operations as it applies to required parking and business operations as explained in the Project Narrative included in the Application Packet dated November 19, 2025, and as conditioned in this Resolution.

Permitting

13. The Applicant shall be responsible for ensuring applicable building permits are obtained, as required by the 2025 California Building Code, prior to commencement of any work for which a permit is required.
14. All construction shall comply with 2025 California Building, Plumbing, Mechanical, Electrical, Green, and Energy Codes with regard to the applicable occupancy group if applicable. Any work being done will require a full set of plans prepared by a licensed architect/engineer.
15. At the time of document submittal for permit issuance, the Applicant shall demonstrate compliance with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code if applicable.
16. The Applicant shall comply with all general construction water quality requirements, as required by the LHMC 5-36.

17. The Applicant shall submit Construction and Demolition Waste Recycling Program paperwork if applicable, prior to issuance of permits, as required by Laguna Hills Municipal Code Chapter 5-48 and to comply with mandates of CalRecycle.
18. All documents required for permit issuance shall be accurately labeled and reflect all work, as required by the 2025 California Building Code.
19. The Applicant shall comply with all development standards, as required by LHMC 9-30 (MXU – Mixed Use District).
20. The Applicant shall comply with all development standards, as required by LHMC 9-64 (Community Care Facilities).
21. The Applicant shall comply with all property maintenance standards, as required by LHMC Chapter 9-74.

Operations

22. This Conditional Use Permit shall be for a community care facility for drug abuse and alcoholism recovery as described in the Applicant's Project Narrative submitted in the Application Packet dated November 19, 2025. The Applicant's hours of operation, business operations, required parking, and other related uses shall adhere to the information provided in the Project Narrative and as conditioned with this Conditional Use Permit.
23. Hours of operation shall be limited to the hours of Monday through Friday, from 9:00 a.m. to 5:00 p.m. Group and individual therapy sessions shall occur from 9:00 a.m. to 3:00 p.m., as described in the Applicant Letter of Justification. Requests to change the hours of operation shall be submitted to the Community Development Director ("Director") for review and approval.
24. The community care facility shall be limited to outpatient services only. No overnight stay of clients shall be permitted.
25. Maximum number of patients at any given time shall be limited to 30 patients onsite. Onsite visitors and guests shall not be permitted to stay onsite throughout the entire day. To ensure there are no impacts to parking, no more than 3 guests shall be allowed onsite at one time.
26. As stated by the Applicant's Project Narrative, clients shall be primarily transported to and from the community care facility by the Applicant's transportation vans. Transport van drivers shall respect all City rules and laws regarding parking and/or stopping. The loading and unloading of passengers shall only occur in open parking spaces and shall not occur in drive aisles or impede through traffic. The Applicant's staff shall escort the patients to and from the transportation vans for therapy sessions.
27. Transportation vans shall not be stored or parked overnight in the Plaza Point Center parking lot.

28. All doors leading into the business shall remain closed to minimize potential for adverse noise impacts on nearby businesses, except as otherwise required for normal pedestrian ingress and egress.
29. All business activities and related services shall be conducted entirely within the enclosed subject tenant space. Clients, visitors/guests, and staff shall not be permitted to congregate in parking lots, walkways, landscaped areas, and adjacent tenant spaces. The operator shall be responsible for ensuring that all staff, clients, visitors, and guests do not congregate or loiter in said public areas.
30. The Applicant shall ensure that its operations, including staff, clients, and visitors, comply with LHMC Section 5-28.030, Prohibition of smoking in places accessible to the public.
31. The Applicant shall maintain the premises in a clean and orderly condition at all times. The site, including all outdoor areas, parking areas, landscaping, and building exteriors, shall be kept free of litter, trash, debris, and other discarded materials. Any accumulation of trash or debris shall be promptly removed and properly disposed of in accordance with applicable local regulations.
32. In the event of adverse impacts on the health, safety, welfare, or operational environments of the neighborhood or general public, or receipt of substantiated complaints directly related to the Applicant's operations, the Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police Services shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of operation.

PASSED, APPROVED AND ADOPTED this 10th day of March 2026.

DON CASKEY, CHAIR

ATTEST:

JOE AMES, ACTING CITY CLERK

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

I, Joe Ames, Acting City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2026-X-X-X adopted by the Planning Agency of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 10th day of March 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JOE AMES, ACTING CITY CLERK

ATTACHMENT A: PROJECT NARRATIVE

BUSINESS PARK LOCATION AND SETTING

The Client proposes to establish an approximately 7,995 gross square-foot (SF) Manifest Behavioral Health substance abuse Intensive Outpatient Program (IOP) center (“Project” or “IOP Center”) at 23297 South Pointe Drive (“Project building”) in the City of Laguna Hills (“City”), California. As depicted in **Exhibit 1: Local Vicinity Map**, the Project building is located northwest of the Plaza Pointe Drive and South Pointe Drive intersection within the Plaza Pointe Business Park (“Business Park”), in the northern portion of the City.

Regional access to the Business Park is from Interstate 5 (I-5) and Lake Forest Drive to the north and Moulton Parkway to the west. Local access to the Business Park is from Plaza Pointe Drive to the east and South Pointe Drive to the south. Business Park vehicle egress/ingress is via two driveways on Plaza Pointe Drive to the east and two driveways from South Pointe Drive to the south.

The Project building consists of one unit and shares a wall with 23293 South Pointe Drive to the south; see **Attachment C: Existing and Proposed Site Plan**. The Project building is associated with Assessor Parcel Number (APN): 588-112-10, located within the south-central portion of the Business Park, which contains five (5) commercial office buildings, a shared courtyard, parking, and associated landscaping; see **Exhibit 1. Table 1: Existing Land Uses** outlines the existing uses within the Project building, the Business Park, and the surrounding vicinity.

Table 1: Existing Land Uses		
Location	Address	Current Uses
Project building	23297 South Pointe Drive	The building is currently non-operational, previously operated as an IOP Center (see <i>Background and History</i> discussion below) in 2025 and a clinical laboratory and office prior.
From the Project Building		
North	23121 South Pointe Drive	Massage therapist, massage spa, mover company office, and home health care service
Northeast	23141 South Pointe Drive	Dialysis center
Northwest	23117 South Pointe Drive	Attorney office
South	23293 South Pointe Drive	Substance abuse and mental health inpatient treatment center (i.e., Miramar Health) and physical therapist
East	23151 South Pointe Drive	Religious institution
West	23275 South Pointe Drive	Insurance agency
	23265 South Pointe Drive	Escrow service
From the Business Park		
North	23061 Avenida de la Carlota	Hotel
Northeast	23041 Avenida de la Carlota	Engineering firm
South	23276 South Pointe Drive	Graphic design firm, medical laboratory, accounting firm, and real estate agency
	23342 South Pointe Drive	Construction management company and engineering firm
Southwest	23232 Peralta Drive	Wellness spa, website designer firm, property management company, and coffee wholesaler

East	23172 Plaza Pointe Drive	Marketing firm, telecommunications service provider, medical equipment supplier, and children's after school program
West	23231 South Pointe Drive	Architecture firm
	23211 South Pointe Drive	Consultant firm and nursery school
	23191 La Cadena Drive	Used car dealership, software company, and accounting firm
	23197 La Cadena Drive	Financial planner and engineering firm

BACKGROUND AND HISTORY

The Applicant previously operated the IOP Center at 23297 South Pointe Drive with state certification through the California Department of Health Care Services. In 2025, it was brought to the Applicant's attention that a City business license was necessary to operate the IOP Center at 23297 South Pointe Drive. In response, the Applicant paused operations to seek the appropriate City approvals and permits. As discussed below, the proposed use requires a Conditional Use Permit (CUP). Therefore, the Applicant is now seeking approval of a CUP to resume operations and continue providing care to patients within Orange County.

GENERAL PLAN LAND USE

The Business Park's existing General Plan land use designation is Mixed Use¹ which is intended for limited industrial and manufacturing uses, administrative and professional uses, institutional and government uses, business support uses, auto-related uses, eating and drinking establishments, personal services, and retail sales of durable goods and general retail sales.²

ZONING

The Business Park's existing zoning is Mixed Use³ (MXU), which intends to provide areas where a variety of goods and services can be obtained within an overall planned environment.⁴ The MXU zone permits commercial, recreational, light industrial, and high-density residential uses. Laguna Hills Municipal Code (LHMC) Table 9-30.020 identifies the permitted and accessory uses in the MXU zone and outlines the required permits and approvals for each use.

The City's land use category most aligned with the proposed use is "Community Care Facility," which is defined in LHMC §9-04.03 as "any state licensed facility, place or building that is maintained and operated to provide nonmedical residential care, day treatment, adult day care, or foster family agency services for children and/or adults including but not limited to the physically handicapped, mentally impaired, incompetent persons, and abused or neglected children." Community Care Facilities are specially regulated under LHMC Chapter 9-64. The proposed use is most aligned with the community care classification number 4, community care facilities for seven or more individuals. LHMC Table 9-64.040 further categorizes community care facilities for seven or more individuals based on the proposed land uses. The proposed use is most aligned with the drug abuse and alcoholism recovery facility (community treatment/rehabilitation facility) land use, requiring a CUP in accordance with the requirements and findings outlined in LHMC §9-92.080C.

¹ City of Laguna Hills. (2009). *City of Laguna Hills General Plan Land Use Map*. Retrieved from: <https://www.lagunahillscagov/DocumentCenter/View/498/General-Plan-Land-Use-Map-PDF>. Accessed June 2025.

² City of Laguna Hills. (2009). *City of Laguna Hills General Plan Land Use Element Table LU-1 Land Use Designations*. Accessed June 2025.

³ City of Laguna Hills. (2009). *City of Laguna Hills Zoning District Map*. Retrieved from: <https://www.lagunahillscagov/DocumentCenter/View/500/Zoning-District-Map-PDF>. Accessed June 2025.

⁴ LHMC § 9-30.010.

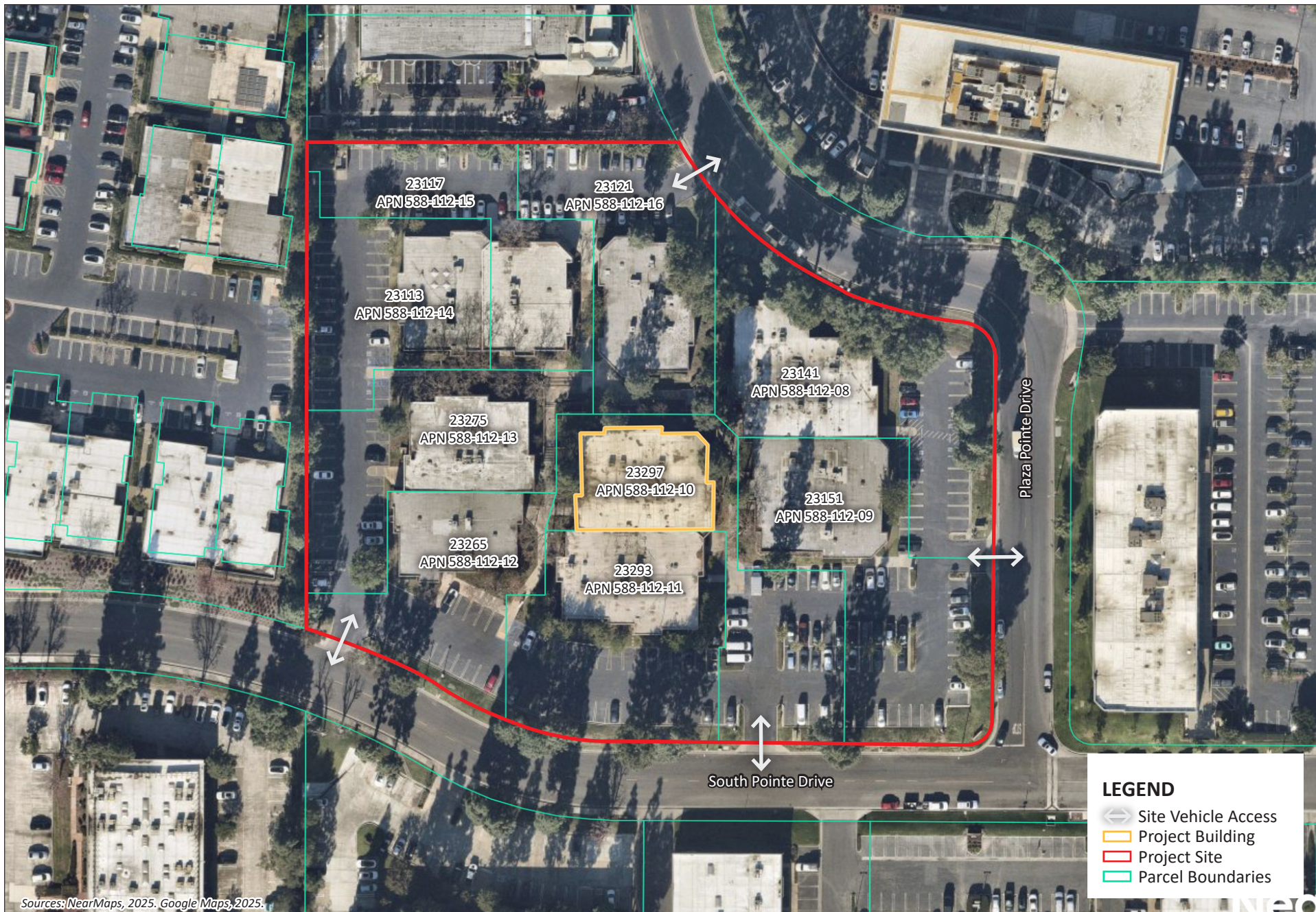


Exhibit 1: Local Vicinity Map
23297 South Pointe Drive Project

EXISTING BUSINESS PARK ENTITLEMENTS

The Business Park is within Planning Area 2 of the Laguna Hills Business Center Planned Community (“LHBCPC”), which was adopted by the County in 1974 and amended in 1977, 1981, and 1992, prior to incorporation of the City.

Planning Area 2 is intended for industrial land uses. LHBCPC Section III outlines the industrial use regulations for Planning Areas 1 and 2 and outlines the required permits and approvals for each use. The LHBCPC land use category most aligned with the proposed use is administrative, professional, and business offices, which is permitted provided such uses are not less than 500 feet from the centerline of the GGA approach to the Marine Corps Air Station, El Toro. The proposed use would be permitted given the Marine Corps Air Station, El Toro has been redeveloped and the GGA approach is no longer present.

PROJECT CHARACTERISTICS

As discussed above, the Project proposes to establish an approximately 7,995 gross SF IOP Center within the existing Project building. The proposed IOP Center would use the Project building primarily for individual and group therapy sessions to serve patients within Orange County, given the facility is centrally located from Manifest Behavioral Health’s existing sober living residential facilities.

Treatment for substance use disorder or co-occurring mental and substance use disorders involves a multi-step process encompassing various phases and levels of care. Initially, patients undergo a detoxification program where they receive round-the-clock medical supervision. Once detoxification is complete, patients transition to a residential treatment facility offering comprehensive therapy, while still being monitored.

Following their stay at the residential facility, patients enter a partial hospitalization program (PHP), involving clinician-led meetings and support group sessions for three to seven days per week in six-to-eight-hour time blocks. During PHP, patients no longer require 24/7 supervision and may choose to live either at home or in a sober living facility.

Once PHP is completed, patients progress to an IOP to conclude their treatment. Similar to PHP, IOP consists of clinician meetings and support group activities but at a reduced intensity of at least 10 hours per week. This phase helps patients adapt to regular life and schedules while focusing on developing coping skills essential for managing addictions and behavioral disorders in their return to everyday living. Similar to PHP, patients live either at home or in a sober living facility and are transported to/from the IOP center by the facility operator. The proposed IOP Center would operate and provide care in this manner.

The Project does not propose any internal or external building modifications as the Applicant intends to keep the office layout the same as the previous tenant, as shown in **Attachment D: Existing and Proposed Floor Plan**. As depicted in **Attachment D**, the Project building consists of a common area, reception area, telecom room, storage closet, breakroom, three meeting rooms, and thirteen private offices. The Project building also contains one man and one women’s restroom with multiple stalls. The main building entrance is located on the southeastern side of the building. The second, ADA accessible entrance is located on the southwestern side of the building.

Within the Project building, the common area would be used as a seating area. The reception area would be used to check-in/out patients and visitors (i.e., case managers) as they enter/exit the facility

through the southeastern main entrance. The breakroom would be for employee use only. The meeting rooms would be used for group therapy sessions, while most private offices would be used for individual therapy sessions. Some private offices would be used as staff offices. Approximately 12 employees, 3 visitors, and 30 patients at any given time during hours of operation, which are 9 AM to 5 PM, Monday through Friday. Patients would be transported to and from the facility via Manifest Behavioral Health's van transport from the sober living facilities or private residences where they reside. Only employees and visitors would drive their personal vehicles to the proposed IOP center.

PARKING

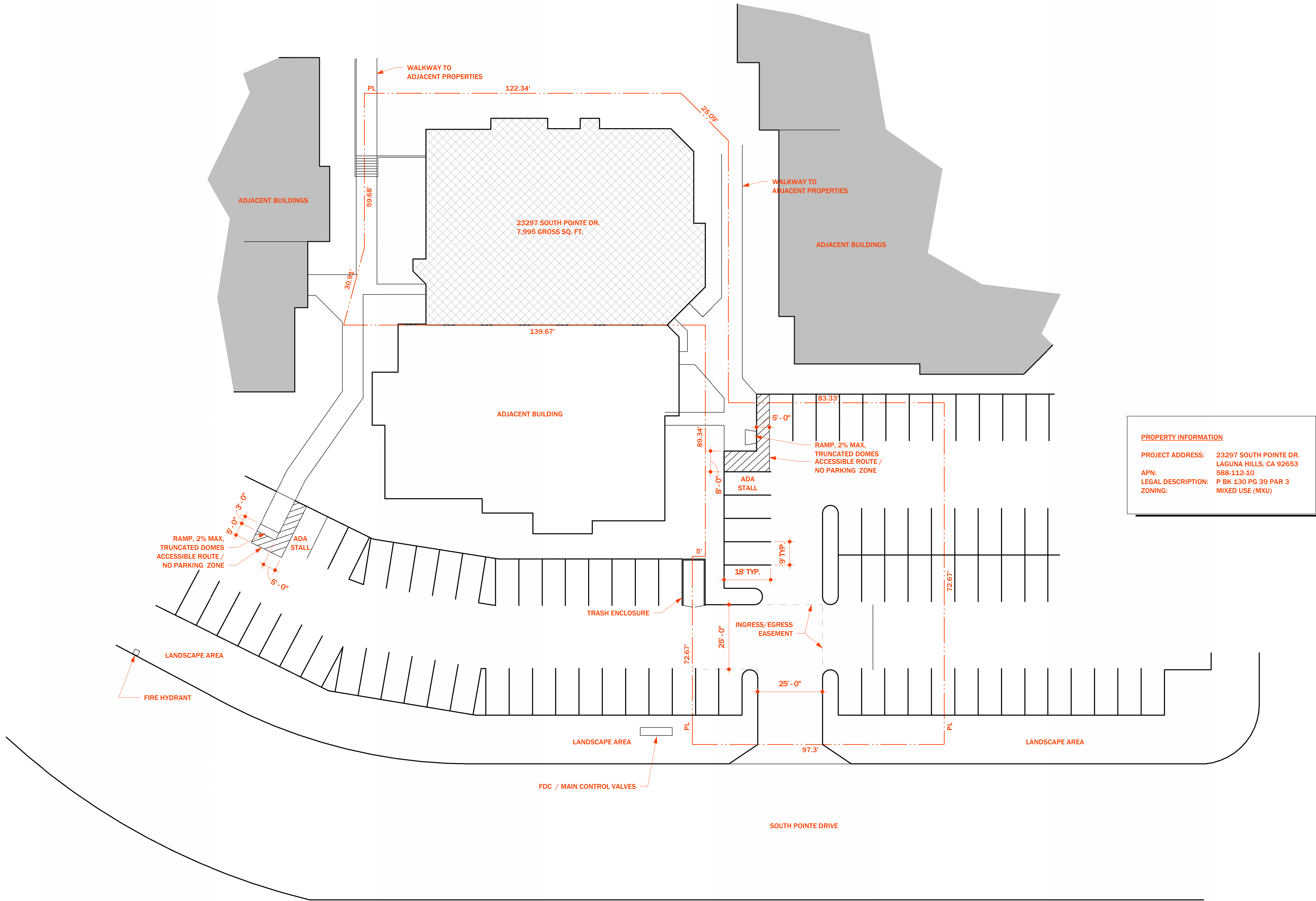
LHBCPC Section V outlines site development regulations for Planning Areas 1, 2, and 8. LHBCPC Section V.L defines off-street parking requirements, but only defines parking requirements for Planning Area 8. LHBCPC does not define off-street parking requirements for Planning Area 2.

The current configuration of the Business Park was approved by the County through Site Plan (SP) 78-52P in 1980, see **Attachment F: Site Plan 78-52P**. SP 78-52P approved the construction of 63,406 SF of administrative, professional, and business service offices within five (5) single-story buildings, 255 off-street parking spaces, and associated landscaping. SP 78-52P does not delineate the required amount of parking spaces per use or building but requires the establishment of a private reciprocal parking agreement among property owners as a condition of approval (see condition of approval #5). As required by condition of approval #5, the Business Park is subject to Covenants, Conditions, and Restrictions (CC&Rs). The amended CC&Rs are included in **Attachment E: Title Report**, Instrument 3. According to CC&Rs Section 2.10.3, parking spaces marked along drive aisles are unreserved and free and available on a first-come, first-served basis to all owners and their guests.⁵

Given that the proposed use is most aligned with the LHBCPC's permitted administrative, professional, and business offices, the LHBCPC permitted use which was approved under SP 78-52P, it can be reasonably assumed that the existing Business Park's existing parking is sufficient to accommodate this similar use.

The proposed IOP Center would have approximately 12 employees, up to 3 visitors, and 30 patients at any given time during hours of operation. Only employees and visitors of the proposed IOP Center would use personal vehicles, as patients would only be transported to and from the facility via Manifest Behavioral Health's vans from either sober living facilities or private residences. Thus, the proposed IOP Center would require use of up to 15 parking at any given time during hours of operation. Although the Business Park does not designate parking spaces per tenant, approximately 28 parking spaces are located within APN 588-112-10, associated with the Project Building. Given the Project would only require up to 15 parking spaces at any given time, the parking spaces associated with the APN could accommodate the Project's parking demand. Moreover, given parking spaces marked along drive aisles of the Business Park are unreserved and free and available on a first-come, first-served basis to all owners and their guests, the existing parking at the Business Park would be sufficient to meet the IOP Center's parking needs given the minimal parking demand associated with it.

⁵ *Fourth Amended Declaration Of Covenants, Conditions, Restrictions and Reservation of Easements for Plaza Pointe Owners Association, Section 2.10.3. See Attachment E: Title Report, Instrument 3D.*



PROPERTY INFORMATION

PROJECT ADDRESS: 23297 SOUTH POINTE DR.
LAGUNA HILLS, CA 92653

APN: 588-112-10

LEGAL DESCRIPTION: P BK 130 PG 39 PAR 3

ZONING: MIXED USE (MXU)

2 EXISTING & PROPOSED SITE PLAN

SCALE: 1" = 20'-0"

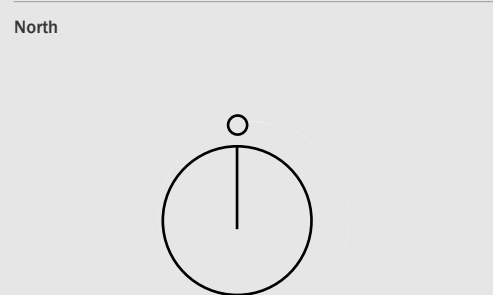
NOTE: NO SITE PLAN CHANGES ARE PROPOSED



Revisions



Notes



Scale 1" = 20'-0"

EXISTING AND
PROPOSED SITE
PLAN

STE

Project No. 23001

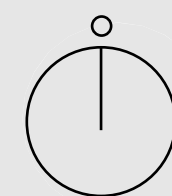


Revisions



Notes

North



Scale 1/8" = 1'-0"

EXISTING FLOOR PLAN

FP

Sheet No. 02/021 Page 164 of 258



1 EXISTING FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE: NO FLOOR PLAN CHANGES ARE PROPOSED



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Bob Wingenroth, City Manager
Issue: Proposed Economic Development Program for the City of Laguna Hills

Recommendation: That the City Council approve the proposed Economic Development Program.

Background:

Economic development is essential to maintaining the City's fiscal health, quality of life, and long-term sustainability. A proactive and structured Economic Development Program will allow the City to better understand its current economic conditions, identify opportunities and constraints, and position itself to attract and retain high-quality businesses.

Currently, the City's economic development activities are reactive in nature and largely incorporated into existing Community Development functions. While staff continues to support business inquiries and development proposals, there is no formalized economic development framework or strategic plan to guide long-term policy direction.

Establishing a formal Economic Development Program will provide structure, accountability, and measurable outcomes to strengthen the City's economic base.

The proposed Economic Development Program would be implemented in phases and include the following components, subject to funding allocation from City Council:

1. Economic Conditions Assessment

Staff, in coordination with a consultant, will perform comprehensive economic research

to establish a baseline understanding of the City's economic conditions. This analysis will include:

- Sales tax performance trends
- Major industry sectors and employment data
- Retail leakage and surplus analysis
- Commercial vacancy rates
- Demographic and market trends
- Regional economic positioning

This assessment will provide data-driven insight to inform policy decisions and identify competitive advantages.

2. SWOT Analysis

A qualified economic development consultant will conduct a formal SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis. This structured evaluation will:

- Identify the City's competitive advantages and constraints
- Evaluate regulatory, geographic, and market factors
- Assess regional competition
- Identify emerging economic opportunities
- Highlight external risks or vulnerabilities

The SWOT analysis will serve as a foundational tool for strategic planning and help prioritize actionable initiatives.

3. Stakeholder Engagement

Meaningful stakeholder engagement will be a critical component of the program. Staff and the consultant will facilitate outreach to:

- City Council
- Chamber of Commerce
- Commercial and industrial property owners
- Local business operators
- Community stakeholders

4. Define Vision and Goals

Based on the findings from the economic analysis, SWOT assessment, and stakeholder input, a clear economic development vision and a set of strategic goals will be established into a proposed Strategic Plan. The vision articulates the City's long-term economic aspirations, while the goals identify specific priorities that can include:

- Target industry attraction
- Business retention and expansion
- Commercial corridor revitalization
- Small business support
- Workforce development partnerships
- Quality of life enhancements that support economic vitality

Stakeholder engagement will ensure the proposed Strategic Plan is collaborative, transparent, and community-driven.

5. Economic Development Strategic Plan

The proposed Economic Development Strategic Plan is then prepared to translate the vision and goals into actionable strategies and programs. The Strategic Plan will identify specific initiatives, policy recommendations, and priority projects designed to support economic growth and investment. The Strategic Plan will include:

- Vision and guiding principles
- Short-term, mid-term, and long-term goals
- Specific implementation actions
- Performance metrics
- Organizational structure and staffing recommendations
- Marketing and branding strategies
- Incentive policy considerations (if applicable)

Once drafted, the Strategic Plan will be presented for City Council consideration. Adoption of the Strategic Plan will serve as the City's roadmap for economic development over the next three to five years.

6. Identify Resources and Funding

Following Strategic Plan adoption, the City will need to identify the resources necessary to support implementation. This includes evaluating available funding sources such as grants, public-private partnerships, incentive programs, and budget allocations. Identifying these resources ensures that the strategies outlined in the Strategic Plan are feasible and supported by an implementation framework.

7. Implement and Monitor

The final step involves implementing the strategies identified in the Strategic Plan and establishing mechanisms to monitor progress. Performance metrics and benchmarks are developed to track outcomes, measure economic impacts, and evaluate the effectiveness of implemented programs. Regular monitoring and periodic updates allow the City to adjust strategies as needed to respond to changing economic conditions and maintain progress toward achieving its economic development goals.

CEQA Findings:

The proposed action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it involves organizational and administrative activities that will not result in direct or indirect physical changes to the environment.

Fiscal Impact:

The proposed Economic Development Program requires funding yet to be allocated in the FY 2025-2027 Biennial Budget.

The proposed Program will require reallocating about 50% of the City Manager's time and a portion of the Community Development Director's time to economic development activities. As a result, the Community Development Department's planning workload will necessitate the recruitment and hiring of a new Principal Planner position within Community Development to maintain service levels. The fiscal implications and authorization for that position are addressed in a subsequent agenda report this evening.

In addition, the proposed Program will require entering into a Professional Services Agreement with a qualified economic development consultant to provide specialized expertise in economic analysis, stakeholder engagement, and strategic planning to

ensure that the Strategic Plan is informed by industry best practices, objective market analysis, and a structured planning process. If the proposed Economic Development Program is approved, City staff proposes to return to City Council with a proposed consultant services' scope of work and associated cost for consideration.

Attachments:

None



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Bob Wingenroth, City Manager
Issue: Resolution Establishing the Principal Planner Classification along with Salary Range and Benefits for the Position within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, Establishing Principal Planner Classification along with Salary Range and Benefits within the Bargaining Unit Covered by the Memorandum of Understanding with the Laguna Hills City Employees Association."

Background:

The City of Laguna Hills adopted Resolution No. 2025-06-24-1 on June 24, 2025, adopting a Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association (LHCEA). Section IV of the MOU, entitled "Salary and Pay," establishes the employment classifications and the Salary Schedule for those positions in the bargaining unit covered by the MOU as of the time of the signing of the MOU, including both full-time positions (non-management) and extended part-time positions.

Based on tonight's preceding agenda item, "Proposed Economic Development Program for the City of Laguna Hills," which proposes the hiring of a Principal Planner, it is necessary to adopt a Resolution establishing the position of Principal Planner as the current MOU does not include this position.

The Principal Planner is an advanced-level classification responsible for supervising and

managing complex planning projects, and overseeing major development proposals on behalf of the Community Development Department. This position exercises significant independent judgment and may supervise professional planning staff and consultants. The Principal Planner serves as a key advisor to management on land use, environmental review, and policy matters.

Duties may include, but are not limited to, the following:

- Manage and review complex development applications including general plan amendments, zone changes, conditional use permits, variances, subdivisions, and site development permits.
- Oversee preparation and review of environmental documents in accordance with the California Environmental Quality Act.
- Prepare staff reports, resolutions, ordinances, and technical analyses for the City Council.
- Present projects and planning policy matters at public hearings and community meetings.
- Provide professional guidance and oversight to planning staff, including training, mentoring, and review of work products.
- Coordinate planning projects and development proposals with other City departments, public agencies, and outside consultants.
- Participate in preparation and implementation of long-range planning efforts, including updates to the General Plan, zoning regulations, and specific plans.
- Analyze planning and development issues and recommend policy options to City management and elected officials.
- Respond to inquiries from property owners, developers, and the public regarding planning regulations, development standards, and permit processes.
- Manage consultant contracts and oversee consultant work related to planning studies, environmental analysis, and special projects.
- Monitor changes in planning legislation, regulations, and best practices and recommend updates to City policies and procedures.

Staff conducted a salary survey of eleven Orange County municipalities for this position. Based upon this survey, staff is recommending a salary range of \$10,989.02 - \$13,357.22 per month. The position will receive the same benefits afforded to all other full-time non-management positions.

Staff has prepared a proposed Resolution to establish the Principal Planner position and salary range (Attachment 1). The new salary range (Attachment 2) and salary survey

(Attachment 3) are also included. A copy of the 2025 Resolution is also provided for reference (Attachment 4).

Fiscal Impact:

City staff projects there will be no net fiscal impact to the General Fund as a result of creating and recruiting this new classification. City staff anticipates this position will be supported by development fees. The monthly salary range for this classification is \$10,989.02 - \$13,357.22 per month, plus benefits. City staff will include the budget amendment to recognize revenue and allocate expenditures in a forthcoming agenda report.

Planners at Laguna Hills City Hall are traditionally assigned an office as their work space; therefore, the construction of an office space may be deemed necessary by the City Manager. If deemed necessary, funds are available in Capital Improvement Project No. 505, Civic Center Improvements, for this work.

Attachments:

1. Attachment 1: Resolution Establishing Principal Planner Position
2. Attachment 2: Salary Range for Principal Planner
3. Attachment 3: Principal Planner Salary Research
4. Attachment 4: Resolution Adopting Laguna Hills City Employees Association MOU 2025-2029

RESOLUTION NO. 2026-03-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ESTABLISHING PRINCIPAL PLANNER CLASSIFICATION ALONG WITH SALARY RANGE AND BENEFITS WITHIN THE BARGAINING UNIT COVERED BY THE MEMORANDUM OF UNDERSTANDING WITH THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION

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

WHEREAS, on June 24, 2025, the City Council approved and adopted the Memorandum of Understanding ("MOU") between the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA" or "Association"), which became effective July 1, 2025, and will remain in effect until June 30, 2029; and

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

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

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

SECTION 1. The purpose and intent of this Resolution is to establish full-time, non-management employment classification and salary range for the position of "Principal Planner" to Section IV, "Salary and Pay," of the MOU between the City and the Association.

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

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

FULL-TIME POSITION – NON-MANAGEMENT MONTHLY RANGE

Principal Planner: \$10,989.02 - \$13,357.22

SECTION 4. The Members of the Association have been notified concerning the actions set forth herein.

SECTION 5. The changes to the employment classifications and salary ranges set forth herein shall be effective March 10, 2026.

PASSED, APPROVED, AND ADOPTED this day of 10th day of March, 2026.

DONALD CASKEY, MAYOR

ATTEST:

JOE AMES, ACTING CITY CLERK

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

I, Joe Ames, Acting City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-
03-10-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 10th day of March, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JOE AMES, ACTING CITY CLERK

Proposed Salary Ranges
To accompany March 10, 2026 Staff Report

Position	Step	Hourly	Monthly	Bi-Weekly	Annual
Principal Planner	A	\$ 63.40	\$ 10,989.02	\$ 5,071.85	\$ 131,868.22
	B	\$ 66.57	\$ 11,538.47	\$ 5,325.45	\$ 138,461.63
	C	\$ 69.90	\$ 12,115.39	\$ 5,591.72	\$ 145,384.71
	D	\$ 73.39	\$ 12,721.16	\$ 5,871.31	\$ 152,653.94
	E	\$ 77.06	\$ 13,357.22	\$ 6,164.87	\$ 160,286.64

Salary Survey
Principal Planner Position
To accompany March 10, 2026 Staff Report

City	Maximum Salary		
	Annually	Monthly	Hourly
Laguna Beach	\$ 151,992.00	\$ 12,666.00	\$ 73.07
Huntington Beach	\$ 163,259.20	\$ 13,604.93	\$ 78.49
Santa Ana	\$ 171,432.00	\$ 14,286.00	\$ 82.42
Dana Point	\$ 165,192.00	\$ 13,766.00	\$ 79.42
Tustin	\$ 169,083.24	\$ 14,090.27	\$ 81.29
Fountain Valley	\$ 152,651.16	\$ 12,720.93	\$ 73.39
San Juan Capistrano	\$ 139,284.00	\$ 11,607.00	\$ 66.96
Yorba Linda	\$ 162,012.00	\$ 13,501.00	\$ 77.89
Orange	\$ 146,100.00	\$ 12,175.00	\$ 70.24
San Clemente	\$ 146,625.60	\$ 12,218.80	\$ 70.49
Westminster	\$ 144,168.00	\$ 12,014.00	\$ 69.31
Average	\$ 155,618.11	\$ 12,968.18	\$ 74.82
Proposed (Average +3%)	\$ 160,286.65	\$ 13,357.22	\$ 77.06

RESOLUTION NO. 2025-06-24-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAGUNA HILLS AND THE LAGUNA HILLS CITY EMPLOYEES ASSOCIATION (LHCEA), AND SUPERSEDING ALL PREVIOUS LHCEA MEMORANDUMS OF UNDERSTANDING EFFECTIVE JULY 1, 2025

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

WHEREAS, the City of Laguna Hills ("City") and the Laguna Hills City Employees Association ("LHCEA") have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act and the City Council Resolution No. 2012-02-14-3; and

WHEREAS, the City and the LHCEA have reached agreement on wages, benefits, hours, and other conditions of employment for the period of July 1, 2025, through June 30, 2029; and

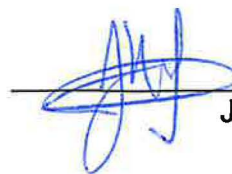
WHEREAS, a previous Memorandum of Understanding ("MOU") between the City of Laguna Hills and the LHCEA was approved and adopted by the City Council on July 11, 2023, which was effective between July 1, 2023, and June 30, 2025.

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

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

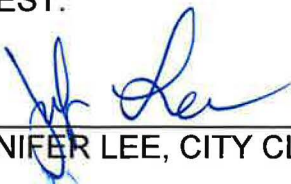
SECTION 2. The Memorandum of Understanding, attached hereto as Exhibit A, between the City and LHCEA is hereby approved and adopted and made effective July 1, 2025. All previous resolutions pertaining to the Memorandum of Understanding between the City and LHCEA are hereby superseded effective July 1, 2025.

PASSED, APPROVED AND ADOPTED this 24th day of June 2025.



JOSHUA SWEENEY, MAYOR

ATTEST:



JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2025-06-24-1 adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 24th day of June 2025, by the following vote:

AYES: Council Members Mathis, Wheeler, Mayor Pro Tempore
Caskey, and Mayor Sweeney

NOES: None

ABSENT: Council Member Pezold

ABSTAIN: None

(SEAL)



JENNIFER LEE, CITY CLERK

Memorandum of Understanding between the City of Laguna Hills and the Laguna Hills City Employees Association

I. This Memorandum of Understanding ("MOU") shall be effective July 1, 2025 and shall remain in effect until June 30, 2029.

II. Recognition

A. The City of Laguna Hills recognizes the Laguna Hills City Employees Association ("LHCEA" or the "Association") as the exclusive bargaining representative for all regular full-time employees as those positions are defined in the Employer-Employee Relations Resolution adopted by the City. The terms of this MOU will only apply to those employees who are part of LHCEA.

III. Types of Employees

A. Full Time: 40 hours/week (80 hours/2 weeks)

B. Temporary: Of limited duration, not to exceed 12 months. With the exception of an absence due to disability, no work currently being performed by bargaining unit employees may be performed by temporary employees. Such employees are at-will.

IV. Salary and Pay

A. The Salary Schedule for those positions in the bargaining unit at the time of the signing of this MOU is as follows:

Full-time Positions	Monthly Range	
Accountant	7,258.44	8,822.68
Accounting Specialist	6,098.95	7,415.29
Administrative Assistant I	5,916.33	7,190.75
Administrative Assistant II	6,212.02	7,550.74
Assistant City Clerk	7,596.59	9,233.69
Assistant City Engineer	12,435.72	15,115.69
Assistant Engineer	7,807.24	9,489.75
Assistant Planner	6,761.30	8,218.40
Associate Engineer	9,346.08	11,360.21
Code Enforcement Officer	6,443.92	7,832.62
Community Services Manager	10,244.11	12,451.78
Deputy City Clerk	6,814.86	8,283.51
Finance Manager	11,497.90	13,975.77
Information Technology Administrator	8,458.34	10,282.27
Management Analyst I	7,037.29	8,553.87

Management Analyst II	7,741.20	9,409.47
Parks Supervisor	8,566.11	10,412.14
Permit Technician I	5,081.09	6,176.09
Permit Technician II	5,606.84	6,815.78
Principal Civil Engineer	10,890.90	13,237.95
Public Works Inspector	6,684.85	8,125.48
Public Works Supervisor	8,566.11	10,412.14
Receptionist	4,813.54	5,850.89
Records Management Coordinator	6,231.21	7,573.42
Recreation Coordinator	5,855.31	7,118.42
Senior Management Analyst	8,922.47	10,845.32
Senior Permit Technician	6,151.19	7,476.95
Senior Planner	9,150.81	11,122.87
Senior Public Works Inspector	8,137.81	9,891.55

B. Salary Increases

Effective the beginning of the pay period that includes July 1, 2025, the City agrees to increase salary ranges by a cost of living adjustment of 3.5%.

Effective the beginning of the pay period that includes July 1, 2026, the City agrees to further increase salary ranges by a cost of living adjustment of 3.5%.

Effective the beginning of the pay period that includes July 1, 2027, the City agrees to further increase salary ranges by a cost of living adjustment equal to the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2027, within the range of 2% to 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.

Effective the beginning of the pay period that includes July 1, 2028, the City agrees to further increase salary ranges by a cost of living adjustment equal to the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2028, within the range of 2% to 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.

The City agrees to conduct an in-house market study for compensation in March 2029, prior to the MOU expiration. The City and the Association will review and agree on the agencies to be used in the Market Study.

C. Working Out of Class Pay

This section defines when an employee will receive compensation for performing duties in a higher position and classification on an interim or temporary basis.

Employees working out of class as defined herein will be paid an additional 5% of their current classification base salary or first step of the higher classification, whichever is higher.

Compensation for working out of classification is provided as monetary recognition to an employee for assuming and performing the duties normally performed by an employee in a higher classification. Working out of one's position classification must be for an extended period of time wherein a need exists to fulfill the duties and responsibilities of the vacant position. Such an appointment must be approved in advance, in writing, by the City Manager. An extended period of time is generally considered five or more working days.

When the temporary assignment is completed, the employee's salary will be readjusted to its previous level. The employee's hire date and anniversary date will remain unchanged throughout the temporary assignment.

If an employee separates from service while on an acting assignment, the employee's regular salary rate, not acting pay, will be used as the basis for any vacation payout.

D. Overtime / Compensatory Time

Full-time, non-management employees assigned duties beyond 40 hours for a regular work week will be compensated for overtime in one of two ways:

1. One and one-half payment of the employee's regular rate of pay for each hour worked over 40 in a work week, or
2. One and one-half hours of compensatory time off for each hour worked over 40 in a work week.

E. Maximum Hours of Compensatory Time

Unless authorized by the City Manager or designee, employees may not accrue more than 120 hours of compensatory time. After an employee has accrued 120 hours of compensatory time, all subsequent overtime hours worked will be compensated for in cash. The Finance Department will provide a notice when a compensatory balance exceeds 90 hours.

F. Using Compensatory Time

Accrued compensatory time must be used prior to accessing accrued vacation time. When using compensatory time, employees must obtain prior approval from their supervisor.

G. Compensatory Time Payout

On or before December 15 of each calendar year, an employee may make an irrevocable election to cash out up to sixty (60) hours of accrued Compensatory Time. The cash out is limited to the amount of leave earned by the employee in the year of the payment. The cash out payment is paid the following December at the employee's base rate of pay. Elections will be made on forms provided by Finance and cannot be modified once elected. The employee's compensatory time balance cannot be reduced below 60 hours as a result of cashing out leave. Thus, if the employee's leave balance would fall below 60 hours as a result of cashing out leave, the employee will receive cash for their election only for the hours above 60.

H. Compensatory Time at Termination

Any compensatory time balance will be paid at the employee's most recent non-exempt rate of pay to the employee upon termination, retirement, or change of status from non-exempt to exempt.

V. Hours and Work Week

A. Hours

1. The Laguna Hills' City Hall operates on a defined 9/80 schedule from 7:30 a.m. to 5:30 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m. on alternating Fridays.

2. Some full-time non-management employees work a 5 day, 40-hour work week; however, the City reserves the right to adjust work hours to meet changing needs and requirements.

3. Some full-time non-management employees work a 9/80 schedule which consists of working eight nine-hour days and one eight-hour day during a two-week period for a total of eighty hours.

B. Pay Periods and Work Weeks

The City's pay period is a defined 14-day period, starting every other Monday and ending every other Sunday, in which the employees accumulate time worked. After each pay period, the City calculates time worked in that 14-day period, and processes payroll for the employees.

Each pay period includes two work weeks. Both work weeks shall be entirely encompassed within the 14-day pay period. As stated above in Section V, subsection A, some employees work a 5/40 schedule, and some employees work a 9/80 schedule. For those employees on a 5/40 schedule, the work week is defined as starting every Monday, and ending the following Sunday. For those employees on the 9/80 schedule, the first work period is defined as starting the first Monday of the pay period, and ending mid-shift the first Friday of the pay period. This encompasses the first 40 hours of regularly scheduled time. The second work period is defined as starting mid-shift the first Friday of the pay period, and ending on the second Sunday of the pay period. This encompasses the second 40 hours of the regularly scheduled time worked. For the purpose of calculating overtime, all work weeks/periods shall be contained within the pay period. The specific workweek for each employee is fixed by the City Manager or designee and is maintained by the Finance Department.

C. Lunch Periods and Breaks

A department's Supervisor will coordinate daily lunches and breaks. Lunch breaks are unpaid. All full-time, non-management employees are entitled to one 1-hour lunch, and two 15-minute breaks.

VI. Recruitment

The City Manager or designee will administer and coordinate the hiring process for all position vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. All hiring efforts are conducted in the spirit of equal opportunity and non-discrimination.

All City appointments and promotions shall be based on merit and fitness, and will be determined by a competitive examination.

A. Closed-Promotional Recruitment

The City Manager or designee will first consider promotions from within the City. Promoting from within the City is considered a closed-promotional recruitment. Promotions must be recommended by the Department Head and approved by the City Manager. Even if one qualified candidate within the City exists, the City Manager or designee will not be required to promote that individual and may use her discretion to go outside and conduct an open recruitment.

B. Open Recruitment

If a closed-promotional recruitment is not recommended or approved, the City Manager or designee will seek outside candidates through open recruitment. Job announcements will be distributed to City employees and locally advertised in appropriate publications.

No applications for a position will be accepted after the published closing date. If there are no sufficiently qualified candidates at the closing date, the position may be reopened and re-advertised.

VII. Probation

A. The probation period is an integral part of the employment process and provides the opportunity to observe the employee's work and assist the employee's adjustment to the new position. During this period, the probationary employee will have no rights of tenure, and may be terminated with or without cause either during or at the end of the probation period.

B. Duration

1. All newly-hired, full-time, non-management employees are subject to a one-year probation period. A Department Director must specifically affirm that an employee has passed probation before he or she will have actually passed probation.

2. Employees reclassified to a position where they have assumed new duties and responsibilities shall be subject to a six-month probation period.

C. Extensions

1. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The employee will be notified in writing of such an extension.

D. Promotional Probation Period

1. All promoted employees are subject to a six-month probation period. Prior to the end of the probation period, the Department Head has discretion to extend the probation period by up to six months, with the City Manager's approval.

2. The six-month probation period for promoted, full-time non-management employees will begin on the first day of the promotion or reclassification.

3. Prior to the end of this period, the Department Head may recommend that the employee return to the former position, range, and salary if the employee's performance and conduct does not meet the standards required for the new position or classification.

E. Action at the End of Probationary Period

Prior to the end of an employee's probationary period, the City Manager, or designee, shall take one of the following actions:

1. Affirm, in writing, the satisfactory performance and conduct of the employee and designate the employee for regular, full-time employment status.

2. Extend the employee's probationary period.

3. Return the employee to their former class and pay step before promotional probation. If no position is available in the same class and pay step, employee shall be placed in the next highest paid position. If regular, full-time status was not previously attained, the probation period must be completed.

4. Terminate the employee if the employee was newly hired for failing to pass probation.

VIII. Layoff

A. The City Manager may separate any employee from employment, eliminate a class of positions, or freeze vacant positions, because of financial necessity, reduction of work, or abandonment of activities. However, no regular, full-time employee shall be separated from any department while there are emergency, seasonal, probationary, or temporary employees serving in the same class of positions in the City.

If the City Manager eliminates a position, the employee holding such position may be laid off or demoted without disciplinary action and without the right of appeal.

B. Layoff Procedures

The procedure to reduce the work force shall be as follows:

1. 30-Day Notice to the Association and 14 days' notice to affected employees.

Employees separated from the City through a reduction in force shall be given a 14-day advance notice of the separation explaining the reason for the separation.

2. Returning City Property

Prior to separation, keys, City identification cards, computer passwords, security codes, and other City-owned property shall be given or returned to the Deputy City Manager.

3. Compensation

When all City property has been returned, the employee shall receive a two-week severance pay based on his/her current pay scale. Additionally, the employee will receive compensation for his/her accrued vacation and sick leave, in accordance with current City policies.

Vacation and sick leave will be compensated in the following manner:

All accrued unused vacation leave shall be paid to the separated employee at his/her current pay scale. The separated employee may also convert unused personal sick leave in excess of 160 hours at a ratio of eight hours of vacation leave for every 24 hours of personal sick leave. If conversion occurs, the employee may increase their compensable vacation leave up to 320 hours.

4. Exit Interview

Prior to separation, the City Manager or designee may schedule an exit interview with the employee. Employees are encouraged to use the exit interview process.

C. Reemployment List

The names of regular employees who have been laid-off due to a reduction in the work force shall be placed on an appropriate layoff reemployment list according to the date and the order separated from City service. A reemployment list shall be established by placing the last employee laid-off on the top of the list as the first employee eligible for reemployment. All subsequent laid-off employees will be eligible for reemployment in the same manner.

Each employee on a layoff reemployment list shall remain on that list for six months, and laid-off employees will be considered for reemployment in the same class, or a lower classification within the same classification series, as they were laid-off. The City Manager may extend the active period of reemployment lists or an employee's eligibility if it is in the City's best interest.

D. Order of Layoff

Layoffs will be considered in the following order: temporary, part-time, extended part-time, probationary, and regular employees. Regular employees will be laid off in the inverse order of their seniority in their classification in the department. A layoff out of the inverse order of seniority may be made if, in the City Manager's judgment, retention of special job skills is required.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off

on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve months prior to the layoff, as follows:

First, all employees having ratings of "improvement needed"; second, all employees having ratings of "competent"; third, all employees having ratings of "outstanding."

Employees who have been promoted into a higher paying classification within a different department shall have rights of reversion to his/ her previously occupied position if subject to layoff.

IX. Management Rights

The rights of management include but are not limited to:

- A. Determine the mission of its constituent departments and boards;
- B. Set standards of service and hours of operation;
- C. Determine the procedures and standards of selection for employment and promotion;
- D. Determine the content of job descriptions;
- E. Direct its employees;
- F. Take disciplinary action;
- G. Relieve its employees from duty because of lack of work or for other legitimate reasons;
- H. Maintain the efficiency of governmental operations;
- I. Determine the methods, means, and personnel by which governmental operations are to be conducted;
- J. Take all necessary actions to carry out its mission in emergencies;
- K. Exercise control and discretion over its organization and the technology of performing its work.
- L. To propose new classifications during the life of this MOU, and to utilize the procedures of this MOU in order to meet and confer on rates of pay and family of jobs for such new classifications, and to establish and determine thereby such new job classifications; and
- M. To promulgate, modify and enforce work and safety rules and regulations.

X. Employee Rights

The rights of employees include but are not limited to:

A. The right to work in an environment free from harassment and discrimination based on sex, sexual orientation, race, age, disability, national origin, and religion.

B. The right to not be retaliated against for complaining about harassment or discrimination in the workplace.

C. The right to work in a safe work environment.

D. The right to file grievances in accordance with the procedure set forth in this MOU.

XI. Association Rights

The Association shall have the following rights:

A. Deduction of Dues: Upon receipt of an authorized card, membership dues of LHCEA members shall be deducted by the City from the paycheck of the members.

B. Use of Bulletin Boards: The City will provide the Association access to two bulletin boards for the purpose of posting information relevant to the Association and its meetings.

C. Release Time For Meetings: Bargaining unit employees shall be provided with reasonable time off without loss of pay for purposes of meeting and conferring with management over wages, hours and working conditions and notifying its membership of such matters; processing grievances to be limited to meeting with management during the steps of the grievance process as outlined herein; and for representing employees in disciplinary meetings with management. In addition, bargaining unit employee shall be permitted to attend two annual meetings of the Association without loss of pay at a maximum of one hour for each meeting.

XII. Holidays

A. The City will observe 11 fixed holidays during which City Hall will be closed. Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner. Holidays include:

New Year's Day
Birthday of Martin Luther King, Jr
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day

B. Full-time employees shall receive 8 hours of holiday leave for the above-mentioned holidays. If a fixed holiday falls on an employee's regularly scheduled day off, then they may use

those holiday hours at a later date during the fiscal year. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled assignment immediately prior to a holiday and the regularly scheduled assignment immediately after that holiday.

C. The City shall provide full-time employees 29 discretionary holiday hours per fiscal year to be used as discretionary holiday leave.

D. In addition to the holidays listed above, the City will observe a Holiday Closure by closing City facilities from December 26th through December 31st. The City shall provide paid leave time off during the Holiday Closure. Full-time employees shall receive 32 hours of personal time off per fiscal year to use during the holiday closure, or at a later time during the fiscal year.

	Number of Hours
Fixed Holiday Hours	88
Discretionary Holiday Hours	29
Holiday Closure Hours	32

E. All holiday and discretionary hours will be prorated for employees beginning full-time employment with the City after the start of the fiscal year based on the remaining holidays. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.

F. Fixed Holiday Hours and Holiday Closure Hours have no cash value upon termination or retirement from the City. Discretionary Holiday Hours will be paid out at the employee's base rate of pay upon termination or retirement from the City.

G. On the anniversary of the 20th year of continuous full-time service, employees shall receive a one-time allotment of 40-hours of discretionary holiday leave which must be used in a twelve-month period after received. Such discretionary holiday leave hours do not have any cash value.

XIII. Leaves

A. Leaves With Pay

Full-time employees accrue vacation and sick leave, discretionary holiday leave hours annually, and may accumulate compensatory overtime hours. In the interest of fairly and consistently accommodating all employees and maintaining adequate coverage for City Hall operations, all requested time off shall be first approved by the employee's immediate Supervisor and then approved by the Department Head with consideration to employee's preference and City's business needs.

All requests for leave will be considered based upon availability of employee's leave hours, work load, work schedules, and coverage.

The following process is to be followed when requesting time off:

- Employees desiring time off for planned vacation, discretionary holiday leave, compensatory time, or scheduled medical leave shall make such requests to their immediate Supervisor as soon as practicable.
- Final approval of time off rests with the Department Head.

1. Vacation

a. Full-time, non-management employees accrue vacation according to the following schedule:

<u>Years of Service</u>	<u>Rate</u>
0-3	3.08 hours per pay period
3-10	4.62 hours per pay period
10+	6.15 hours per pay period

b. Vacation Payout

Upon separation or retirement from City service, all employees shall be compensated at their current pay rate for their accrued vacation.

No employee shall be allowed to carry over more than 320 hours of vacation time from one fiscal year to the next. At the start of the fiscal year, if an employee has more than 320 hours accrued, the City will automatically cash out any hours in excess of 320.

On or before December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued Vacation Time. The amount of hours that can be cashed out is limited to the amount of leave earned by the employee in the year of the payment. The cash out payment is paid the following December at the employee's base rate of pay. Elections will be made on forms provided by Finance and cannot be modified once elected. The employee's vacation time balance cannot be reduced below 60 hours as a result of cashing out vacation leave. Thus, if the employee's leave balance would fall below 60 hours as a result of cashing out leave, the employee will receive cash for their election only for the hours above 60.

2. Sick Leave

a. All full-time employees shall accrue sick leave at a rate of 3.69 hours per pay period.

b. All full-time employees prior to completing ten years of service as full-time employees, (hereafter, "ten—year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon honorable retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to

vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits set forth above can be exceeded to a maximum of 480 hours.

c. When ill or injured, employees are required to notify their Department Head/Supervisor prior to starting the workday but no later than within one hour after the workday begins. When absence is due to a work-related injury, the employee's Department Head/Supervisor must be notified immediately. Medical verifications will be required for insurance purposes.

d. All employees who know they will be absent from work shall receive their Department Head/Supervisor's permission in advance. Employees shall provide at least 30 days' notice for foreseeable leaves such as birth, adoption, or planned medical treatment.

e. If an employee's accrued sick leave hours have been exhausted, additional sick time will be either unpaid leave time or deducted from available vacation hours. Use of sick leave hours is a privilege and not to be abused. Under such conditions, the City Manager may choose to identify the time off as an unpaid leave or as vacation time to be paid out of the employee's available vacation hours.

f. Care for Ill Family Member. Employees may use half of their accrued sick leave for the care of an ill child, parent, spouse, grandparent, grand-child, sibling, registered domestic partner, or designated person. "Child" includes a biological, foster, or adopted child; a child of the employee's domestic partner; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a step-parent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave.

3. School Activity Leave

Employees are entitled to take up to 40 hours of accrued leave annually to attend school related activities for their children. Such time off must be pre-approved by a supervisor and a supervisor may require proof of attendance.

4. Bereavement Leave

All full-time employees shall receive a maximum of 40 hours of bereavement leave, per instance, for absence necessitated by the death of immediate family members. This leave may be used up to three months after the death of the immediate family member. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.

5. Court Leave

Although the City is not required to grant employees paid leaves of absence for jury duty or court-mandated appearances pursuant to California Government Code Section 1230, the City has elected to grant full-time employees up to 80 hours of service annually with full pay while performing jury duty services or other court-mandated appearances. If an employee is required to

serve more than 80 hours, then the City Manager may grant an extension of time off with or without pay.

a. If summoned to jury duty, employees should immediately notify their Department Head/Supervisor.

b. Compensation received from jury duty will be deducted from the employee's paycheck; travel, parking, and meal allowances granted by the court may be retained by the employee.

6. Military Leave

a. A full-time employee who is released from active duty with the United States armed forces will be entitled to reinstatement to their former position or one with similar compensation and duties with no loss of seniority rights and full reimbursement for up to 80 hours per fiscal year. However, military leave beyond 80 hours per year shall be without pay, unless the employee chooses to use vacation time while on leave.

b. Prior to use of any military leave, an official copy of military orders must be submitted to the Finance Department.

7. Catastrophic Leave (See City's Administrative Orders for details). Program will allow employees to donate sick time to individuals who qualify.

8. Administrative Leave with Pay Pending Investigation into Possible Misconduct.

The City, in its discretion, may place an employee on administrative leave with pay pending an investigation into possible misconduct by the employee.

9. After Hours Call Back Pay (See City's Administrative Orders for details). Program will define criteria and standardization for responding to work matters outside of normal business hours. There shall be a one hour minimum for responding to the initial issue. If the need for response exceeds one-hour, further time will be booked in 15-minute increments. The City Manager shall consult with the Association on the criteria to be used within the Administrative Order.

B. Leaves Without Pay

1. Family Medical Leave Act (FMLA) (See City's Personnel Policies and Procedures)

2. Time off for voting. The City will follow California Elections Code section 14000 and provide reasonable time off to vote. If an employee does not have sufficient time outside of normal working hours to vote, then the employee may take time off of up to 2 hours of working time to vote without a loss of pay.

XIV. Benefits

A. Retirement

The City shall participate in the California Public Employees Retirement System's (CalPERS). Effective January 1, 2013, the City shall have two tiers of benefits as follows:

1. Tier 1 (Employees hired before January 1, 2013 or individuals hired after January 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 Formula. Tier 1 employees shall pay the full 7% of the employee's normal cost rate of the City's pension program with CalPERS. Additional benefits provided through CalPERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

Extension of Reciprocity Rights for Elective Officers

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement in the six months prior to employment with the City): 2% @ 62 Formula, with 3-year Final Compensation. Tier 2 employees will pay 50% of the normal cost rate of the City's pension program, as dictated by the Public Employees' Pension Reform Act (PEPRA).

B. Medical Insurance

1. Employees are eligible to receive medical insurance the 1st of the month following the date of hire by the City.

Effective July 1, 2025, the City will contribute the following towards employees' health insurance premium:

Employee Only	\$1,127.34
Employee + One	\$2,244.74
Employee + Family	\$2,913.19

During the term of this agreement, City contributions to medical insurance plan will increase to an amount not to exceed the percent equivalent of the annual increase of the BS Gold PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

The City shall provide a medical insurance rebate program for full-time employees who are eligible for the City medical insurance program, and who are currently enrolled under an outside non-City sponsored medical insurance program through a spouse or other source. Any full-time employee who demonstrates proof of insurance from such other source and who makes a request to opt-out of the City's insurance program will receive five hundred dollars (\$500.00) per month in lieu of City-sponsored medical insurance

2. Employees are responsible for notifying the Finance Department of changes in personal information including marital status, number or age of dependents, name, address, etc.

3. Changes to medical insurance is subject to an open enrollment generally in October of each year.

4. Upon separation or dismissal, the employee should contact the Finance Department to make the necessary changes concerning insurance coverage.

5. Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees may continue health care coverage for themselves and their dependents under the City's group medical insurance program for a period not to exceed 18 months. The employee must pay the full insurance premium to receive coverage. Any dependent who loses coverage due to the death of the employee, divorce or legal separation from the employee, loss of dependent child status, or loss of Medicare eligibility, has the option to continue coverage for 36 months at the dependent's sole expense.

C. Dental

The City will provide and pay the full cost of a dental insurance plan for full-time employees and their dependents. Any changes must be made by mutual agreement.

D. Vision

The City will provide and pay for the full cost of a vision insurance plan for full-time employees and their dependents. Any changes must be made by mutual agreement.

E. Life Insurance

1. The City will provide and pay life insurance for full-time employees based on 150% of their base annual salary up to a maximum \$250,000.

2. Coverage is subject to the terms and conditions of the insurance policy given to employees at the time of employment.

F. Deferred Compensation

The City shall make available to all full-time employees a Section 457 Deferred Compensation Plan. This is a voluntary program and is funded at the sole cost of each participating employee.

G. Supplemental Retirement Program

The City shall provide a supplemental retirement program as set forth in Resolution No. 99-05-04-1.

H. Retiree Health Savings

The City shall provide a retiree health savings plan as set forth in Resolution No. 2001-12-11-2.

I. Mileage Reimbursement

All employees not receiving an automobile allowance shall be compensated at the prevailing IRS rate.

J. Disability Insurance

The City will provide and pay for a short and long-term disability plan for all full-time employees.

1. The City provides disability insurance for full-time employees, and includes a short-term disability insurance policy that pays 60% of employees' weekly earnings to a maximum of \$1,000 per week, less any other income benefits. Benefits begin after a 14-day elimination period and may continue for 24 weeks.

2. Employees may use their time available from vacation, discretionary holiday leave and sick time to receive compensation during the 14-day elimination period.

3. Long-term disability pays 60% of the full-time employee's basic monthly earnings to a maximum of \$10,000 per month, less any other income benefits. Benefits begin after a 180-day elimination period.

4. Employees must provide a doctor's release prior to returning to work, and the City will pay the employee's insurance premiums during the six-month short-term disability period.

XV. Grievance Procedure

A. An employee may file a grievance regarding management's interpretation or application of any provisions of this MOU.

B. Disciplinary matters involving suspensions of five or more days and terminations (which are subject to the appeal procedure) in addition to matters involving harassment, discrimination, retaliation or safety violations are exempted from this process.

The following procedure shall be used:

1. If an employee has a conflict with his/her immediate Supervisor, and the employee believes further action is necessary to solve the problem, then the employee shall contact his/her immediate Supervisor to discuss the problem. If this discussion settles the matter, no further

action is necessary. However, if the employee feels the meeting does not resolve the problem, then the employee shall contact the Department Head and the Deputy City Manager for a continuation of an information discussion.

2. If no satisfactory solution is reached, the employee has ten working days to begin the written proceedings.

3. The employee shall write a formal statement of grievance detailing the subject of the dispute and provide two copies to his/her immediate Supervisor. (One copy for the Deputy City Manager and the other for the employee's Department Head)

4. Within ten working days of receiving the written statement of grievance, the immediate Supervisor shall respond to the employee in writing.

5. If no response is received, or the response is unsatisfactory, the employee may:

a. Request a reply from the Deputy City Manager within 20 working days of filing the original statement of grievance.

b. The Deputy City Manager shall reply in writing within ten working days of receiving the employee's request for reply.

6. If no reply is received, or the reply is unsatisfactory, the employee may:

a. Send a copy of the original written grievance to the City Manager within 40 working days of filing the original statement of grievance.

b. The City Manager will reply with a written decision within 30 calendar days of receiving a copy of the original statement of grievance. The City Manager's decision is final and not appealable.

C. Important Details

1. When filing a formal grievance, staying within the time limits is extremely important. A grievance will be forfeited if timelines are not adhered. Time limits may be extended by mutual agreement of the parties at any step of the process.

2. Be concise and factual. Cite dates and times verbally and in writing. In the written response, the employee should clearly state the specific problem being appealed, any actions to be taken, and the reasons for the actions.

3. Employees may request another person's assistance to write or present their response and explanation at any time.

XVI. Appeals Procedure for Suspensions of Five Days or More, Demotions, and Terminations

A. Management will not impose a suspension of five or more days, demote, or terminate a non-probationary full-time employee without just cause. A written notice of such

proposed action shall be served on the employee personally, or by certified mail, at least fourteen calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of all material on which the proposed action is based;
4. a statement of the employee's right to respond –either orally or in writing – prior to the effective date of such proposed action;
5. a statement of the employee's right to representation; and
6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, demotion or discharge, an employee will be given an opportunity to respond – either orally or in writing at the employee's option – to a designated City representative, who has the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee may represent him or herself or may be represented by an Association representative in the disciplinary process.

D. An employee shall receive written notice either sustaining, modifying, or canceling a proposed action on or prior to the effective date of such action.

E. Upon receipt of a notice of intent to impose disciplinary action, an employee may, within fourteen calendar days of receipt of such notice, submit a request to the supervisor / manager proposing discipline for a meeting to address the charges in the notice. A meeting will be scheduled at which the employee and/or his representative can make a presentation regarding why discipline should not be imposed or reduced. Within 14 calendar days of such meeting, the supervisor/ manager initially proposing discipline will render a decision regarding the matter.

F. If the employee does not agree with the decision and wishes to further appeal the decision, he or she may file an appeal with the City Manager or his designee within fourteen calendar days of receipt of the decision from the supervisor/ manager. An appeal to the City Manager or his designee consists of a full trial-type evidentiary hearing where the employee may present witnesses and written evidence as well as have the opportunity to cross-examine witnesses and make opening and closing arguments (either in writing or orally). An employee may represent him or herself or may be represented by an Association representative. Such hearings are closed to the public but may be tape recorded or recorded through a court reporter. At the conclusion of the hearing, if a designated hearing officer is used, he or she will render a recommendation to the City Manager within the 30 days after the matter is submitted. The City Manager will consider the recommendation and either uphold or modify the recommendation. The City Manager's decision will be the final step in the appeal process.

XVII. Severability

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the City Council that all other provisions not declared invalid shall remain in full force and effect.

XVIII. No Strike

During the life of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association – nor shall any lockouts be caused by the City. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this section and the Association fails to make all reasonable efforts to halt the work interruption, the Association and the employees involved shall be deemed in violation of this section. The City shall be entitled to seek all remedies available to it under the applicable law.

XIX. City's Policies and Procedures

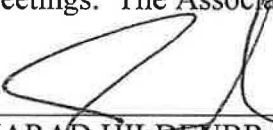
All rules of conduct set forth in the City's Policies and Procedures (as modified from time to time) pertaining to such matters as harassment, drug and alcohol testing, dress code, workplace violence, FMLA, pregnancy disability leave, court leave and other policies applicable to all employees of the City shall continue to apply to bargaining unit employees unless otherwise made expressly inapplicable to bargaining unit employees.

XX. Association Accessibility to Employees

The City and Association have met and conferred and reached agreement regarding the implementation of Assembly Bill 119.

XXI. Annual Labor / Management Committee Meetings

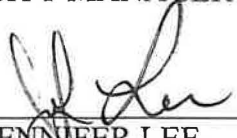
The City and Association agree to implement annual labor / management committee meetings. The Association may request additional meetings if needed.



JARAD HILDENBRAND
CITY MANAGER



RYAN HANLEY
LHCEA PRESIDENT



JENNIFER LEE
CITY CLERK



GEORGIA SHEPHERD
LHCEA VICE PRESIDENT



ERIC HENDRICKSON
FINANCE DIRECTOR



BRANDON AGÜERA
LHCEA SECRETARY

June 24, 2025

Date

June 18, 2025

Date



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Update to Salary Range for City Clerk Position

Recommendation: That the City Council adopt a Resolution entitled, "A Resolution of the City Council of the City of Laguna Hills, California, Regarding Employment and Amending Salary Ranges for Management Classifications of Employment with the City."

Background:

The City of Laguna Hills adopted Resolution No. 2025-06-24-2 in June 2025 establishing and defining the salary ranges and benefits for management, confidential, and part-time employees. Based on the City Clerk's recent resignation, it is prudent to revisit that Resolution to ensure the City remains competitive in the labor market and to attract qualified candidates. The City has recently initiated a recruitment for this vital position.

Staff conducted a salary survey of eleven neighboring municipalities for this position. Based upon this survey, staff is recommending an increase in the salary range. This increase should allow the City to attract a qualified permanent candidate, as well as remain compliant with CalPERS when hiring a retired annuitant to fill the position in the interim. The current salary range is \$11,711.62 - \$14,235.55 per month. The proposed salary range is \$12,834.16 - \$15,600.00 per month. The proposed increase is approximately a 9.6% increase. No other positions are being recommended for adjustment, nor are any of the benefits being recommended for change.

It is important to note that a range adjustment is not a guarantee that the position will be filled at that level. An adjustment to the salary range provides future salary growth for employees who receive favorable and positive annual evaluations.

Staff has prepared a proposed Resolution to update the salary range for the City Clerk (Attachment 1) allowing the City to implement the recommended increase to the salary range. The new salary range (Attachment 2) and salary survey (Attachment 3) are also included. A copy of the 2025 Resolution is also provided for reference (Attachment 4).

Fiscal Impact:

The position is currently vacant. Therefore, there is no current fiscal impact. If a candidate is hired at the top step of this new range, that would equate to an annual increase of \$16,373.40 compared to the top step of the prior range. Such an increase would fall within the FY 2025/26 budget.

Attachments:

1. Attachment 1: Resolution - Management Salary Adjustment
2. Attachment 2: Salary Range for City Clerk
3. Attachment 3: Salary Survey for City Clerk
4. Attachment 4: Resolution 2025-06-24-2

RESOLUTION NO. 2026-03-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAGUNA HILLS, CALIFORNIA, REGARDING
EMPLOYMENT AND AMENDING SALARY RANGES
FOR MANAGEMENT CLASSIFICATIONS OF
EMPLOYMENT WITH THE CITY

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

WHEREAS, the City of Laguna Hills defines management, confidential, and part-time employment positions through the Employer-Employee Relations Resolution No. 2012-02-14-3; and,

WHEREAS, at the June 24, 2025 City Council meeting, the City Council approved Resolution No. 2025-06-24-2, which established salary ranges and benefits for management, confidential, and part-time classifications; and,

WHEREAS, the City finds it necessary to periodically amend governing salary and benefit documents to reflect changes in the workforce, the hierarchy of the organization chart, and skillset of the employee group; and,

WHEREAS, the City now finds it appropriate to amend Resolution No. 2025-06-24-2, including updates to salary ranges for management employees.

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

SECTION 1. This Resolution updates the salary range of City Clerk, to a new monthly salary range of \$12,834.16 to \$15,600.00. All benefits enumerated in Resolution No. 2025-06-24-2 shall apply to this new position. This action to update the salary range is effective March 11, 2026.

SECTION 2. Resolution No. 2025-06-24-2 is hereby amended with this Resolution. All other parts and sections of Resolution No. 2025-06-24-2 not aforementioned shall remain in full effect.

PASSED, APPROVED, AND ADOPTED this 10th day of March 2026.

DONALD CASKEY, MAYOR

ATTEST:

BOB WINGENROTH, CITY MANAGER

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

I, Joseph Ames, Acting City Clerk, of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-
03-10-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 10th day of March 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JOSEPH AMES, ACTING CITY CLERK

Salary Range
Effective March 11, 2026

Position	Step	Rate
City Clerk	A	\$ 12,834.16 per month
	B	\$ 13,475.87 per month
	C	\$ 14,149.66 per month
	D	\$ 14,857.14 per month
	E	\$ 15,600.00 per month

Salary Survey

City Clerk Position

To accompany March 10, 2026 Staff Report

City	Maximum Salary		
	Annual	Monthly	Hourly
Laguna Beach	\$ 197,545.00	\$ 16,462.08	\$ 94.97
Laguna Niguel	\$ 166,740.00	\$ 13,895.00	\$ 80.16
Lake Forest	\$ 173,508.00	\$ 14,459.00	\$ 83.42
Aliso Viejo	\$ 242,562.00	\$ 20,213.50	\$ 116.62
Mission Viejo	\$ 192,316.80	\$ 16,026.40	\$ 92.46
Newport Beach	\$ 200,977.40	\$ 16,748.12	\$ 96.62
Rancho Santa Margarita	\$ 164,580.00	\$ 13,715.00	\$ 79.13
Costa Mesa	\$ 183,252.00	\$ 15,271.00	\$ 88.10
Dana Point	\$ 176,676.00	\$ 14,723.00	\$ 84.94
Irvine	\$ 213,852.80	\$ 17,821.07	\$ 102.81
Laguna Woods	\$ 138,565.00	\$ 11,547.08	\$ 66.62
Average	\$ 186,415.91	\$ 15,534.66	\$ 89.62
Laguna Hills - Current	\$ 170,826.60	\$ 14,235.55	\$ 82.13
Laguna Hills - Proposed	\$ 187,200.00	\$ 15,600.00	\$ 90.00

RESOLUTION NO. 2025-06-24-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REGARDING EMPLOYMENT AND ESTABLISHING SALARY RANGES AND BENEFITS FOR MANAGEMENT, CONFIDENTIAL, AND PART-TIME CLASSES OF EMPLOYMENT WITH THE CITY AND RESCINDING RESOLUTION NO. 2023-07-11-4

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

SECTION 1. This Resolution establishes the official plan of compensation for the City for positions defined as management, confidential, and part-time in the Employer-Employee Relations Resolution No. 2012-02-14-3. The plan of compensation for all other employees is set forth in the current Memorandum of Understanding between the City and the Laguna Hills City Employees Association. In addition, insurance benefits for elected officials are established in Section 3, Subsection II of this Resolution.

SECTION 2. The current Salary Schedule for those positions designated as management, confidential, and part-time is as follows:

FULL-TIME POSITIONS – CONFIDENTIAL	MONTHLY RANGE	
Executive Assistant to the City Manager	\$ 6,992.91	\$ 8,499.93

FULL-TIME POSITIONS – MANAGEMENT		
Assistant City Manager	\$ 17,167.01	\$ 20,866.60
City Clerk	\$ 11,315.58	\$ 13,754.16
City Manager	\$ 24,229.83 Per Contract	
Community Development Director	\$ 15,606.37	\$ 18,968.73
Community Services Director	\$ 15,145.27	\$ 18,409.17
Finance Director	\$ 15,145.27	\$ 18,409.17

PART-TIME POSITIONS		
Community Services Leader	\$ 18.00	\$25.00

Except for the positions of City Manager and Community Services Leader, the City shall increase the full-time positions listed above by the following cost of living adjustments:

- 1) Effective the beginning of the pay period that includes July 1, 2025, the City shall increase the above salary ranges by a cost-of-living adjustment of 3.5%.
- 2) Effective the beginning of the pay period that includes July 1, 2026, the City shall increase salary ranges by a cost-of-living adjustment of 3.5%.

- 3) Effective the beginning of the pay period that includes July 1, 2027, the City shall increase salary ranges by the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2027, within the range of 2% - 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.
- 4) Effective the beginning of the pay period that includes July 1, 2028, the City shall increase salary ranges by the percent increase in the U.S. Bureau of Labor Statistics CPI-U factor for the Los Angeles-Long Beach-Anaheim area (or succeeding index) for the preceding 12-month period ending April 2028, within the range of 2% - 4%. The increase shall not be below 2%, nor above 4%, regardless of CPI-U factor.

The above-stated cost of living adjustments do not apply to the position of City Manager, nor part-time Community Services Leader.

SECTION 3. The City shall provide the following benefits to the categories of employees specified herein:

I. RETIREMENT

A. The City shall participate in the California Public Employees Retirement System (CalPERS). The City provides the following two tiers of benefits:

1. Tier 1 (Employees hired before July 1, 2013 or individuals hired after July 1, 2013 who have participated in a public retirement system within the six months prior to being hired): 2% @ 60 formula. Management employees shall pay 7.00% toward the City's normal cost rate of its pension program with CalPERS (as determined by CalPERS). Additional benefits provided through Cal PERS shall include the following:

One-Year Final Compensation

Post-Retirement Survivor Allowance

Pre-Retirement Survivor Allowance

1959 Survivor Benefits, including Third Level Benefits

2. Tier 2 (Employees hired on or after January 1, 2013 who have not been members of a public retirement system within the six months prior to employment with the City): 2% @ 62 formula with 3-year Final Compensation and with employee paying 100% of the employees' contribution to CalPERS.

B. The City shall provide a supplemental retirement program as established in Resolution No. 99-05-04-1, which affords management employees a defined

contribution equal to 6.5% of base salary upon employment with the City and confidential employees a defined contribution equal to 3.0% of base salary after ten years of service with the City.

- C. The City shall provide a retiree health savings plan as established in Resolution No. 2001-12-11-2.
- D. The City shall make available to all management and confidential employees a Section 457 Deferred Compensation Plan. This is a voluntary program and will be funded at the sole cost of each participating employee. This provision does not apply to the Deferred Compensation provisions found in the Employment Agreement between the City and the City Manager which provide for the terms and conditions of their participation in the Plan.

II. INSURANCE

- A. Effective July 1, 2025, the City will contribute the following towards all full-time management, confidential employees, and elected members' health insurance premium:

Employee Only	\$1,127.34
Employee + One	\$2,244.74
Employee + Family	\$2,913.19

City contributions to medical insurance plan will increase to an amount not to exceed the equivalent of the annual increase of the BS Gold PPO premium. Employees will be responsible for paying any portion of their health insurance premium not covered by the City's contribution amount.

- B. The City shall provide a medical insurance rebate program for full-time Confidential and Management employees who are eligible for the City medical insurance program, and who are currently enrolled under an outside non-City sponsored medical insurance program through a spouse or other source. Any full-time employee who demonstrates proof of insurance from such other source and who makes a request to opt-out of the City's insurance program will receive five hundred dollars (\$500.00) per month in lieu of City-sponsored medical insurance.
- C. The City shall provide and pay for a dental insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- D. The City shall provide and pay for a vision insurance plan for all full-time management, confidential employees, and elected members, including their dependents.
- E. The City shall provide and pay for a group life and accidental death and dismemberment insurance plan for all full-time management and confidential

employees on the basis of 150% of the employee's annual salary, to the next highest \$1,000.00 increment, up to a maximum of \$250,000.

- F. The City shall provide and pay for a short and long-term disability plan for all full-time management and confidential employees.
- G. Elected members may opt not to participate in the City's medical, dental, and vision insurance plans, but are not eligible to receive the medical insurance rebate.

III. VACATION

- A. Full-time non-management, confidential employees accrue vacation leave per pay period, according to the following schedule:

Years of Service	Rate
0-3	3.08 hours per pay period
3-10	4.62 hours per pay period
10+	6.15 hours per pay period

- B. Full-time management employees accrue vacation leave at 6.15 hours per pay period.
- C. Upon termination or retirement, all employees shall be compensated at their current pay scale for their accrued vacation leave balance. No employee shall be allowed to carryover more than 320 hours of vacation leave from one fiscal year to the next.
- D. On or before December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued Vacation Time. The amount of hours that can be cashed out is limited to the amount of leave earned by the employee in the year of the payment. The cash out payment is paid the following December at the employee's base rate of pay. Elections will be made on forms provided by Finance and cannot be modified once elected. The employee's vacation time balance cannot be reduced below 60 hours as a result of cashing out vacation leave. Thus, if the employee's leave balance would fall below 60 hours as a result of cashing out leave, the employee will receive cash for their election only for the hours above 60.
- E. For management employees, upon completion of ten years of full-time, continuous management employment with the City, the City shall make a one-time allotment of 40 hours of vacation leave to the employee's vacation leave balance.

IV. HOLIDAYS

- A. The City shall observe 11 fixed holidays during which City Hall will be closed. Holidays falling on Sunday shall be observed on the following Monday.

Holidays falling on Saturday shall be observed on the preceding Friday unless this, too, is a holiday and then one day sooner. Holidays include:

New Year's Day
Birthday of Martin Luther King, Jr
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day

- B. Full-time employees shall receive 8 hours of holiday leave for the above-mentioned holidays. If a fixed holiday falls on an employee's regularly scheduled day off, then they may use those holiday hours at a later date during the fiscal year. In order to receive holiday pay, an employee must have received pay for all of both the regularly scheduled assignment immediately prior to a holiday and the regularly scheduled assignment immediately after that holiday.
- C. The City shall provide full-time management and confidential employees 29 discretionary holiday hours per fiscal year to be used as discretionary holiday leave.
- D. In addition to the holidays listed above, the City will observe a Holiday Closure by closing City facilities from December 26th through December 31st. Full-time employees shall receive 32 hours of personal time off per fiscal year to use during the holiday closure, or at a later time during the fiscal year.

	Number of Hours
Fixed Holiday Hours	88
Discretionary Holiday Hours	29
Holiday Closure Hours	32

- E. All holiday and discretionary hours will be prorated for employees beginning full-time employment with the City after the start of the fiscal year based on the remaining holidays. Discretionary holiday hours must be taken during each fiscal year and cannot be carried over to the succeeding fiscal year.
- F. Fixed Holiday Hours and Holiday Closure Hours have no cash value upon termination or retirement from the City. Discretionary Holiday Hours are cashed out upon termination or retirement at the employee's base rate of pay.

V. LEAVES OF ABSENCE

- A. All full-time employees shall accrue annual sick leave at a rate of 3.69 hours per pay period.
- B. All full-time management and confidential employees prior to completing ten years of service as full-time employees, (hereafter, "ten-year anniversary") shall be eligible, if they so desire, each quarter (October 1, January 1, April 1, and July 1) to convert unused personal sick leave in excess of 160 hours at a rate of 8 hours of vacation for every 24 hours of personal sick leave. Upon retirement or resignation from the City prior to their ten-year anniversary, a full-time employee who has personal sick leave in excess of 160 hours may convert the excess hours to vacation at a rate of eight hours of vacation for every 24 hours of personal sick leave. In this situation, the vacation accrual limits under Section 3, Paragraph III.C above can be exceeded to a maximum of 480 hours.
- C. For all full-time management and confidential employees who have completed their ten-year anniversary, sick leave accumulation and balances will be governed by Resolution No. 2001-12-11-2. As part of the Retirement Health Services (RHS) plan, employees upon ten years of service may convert any vacation hours over 80 hours to sick leave on a 1 to 1 basis.
- D. All full-time management and confidential employees shall receive up to 40 hours of bereavement leave, per instance, for absence necessitated by the death of immediate family members. An immediate family member shall be defined as the spouse, children, parents, brothers, sisters, grandparents, parents-in-law, or other individuals whose relationship to the employee is that of a dependent or near dependent. Where such death has occurred and upon request of the City Manager, the employee shall furnish satisfactory evidence of such death.
- E. All full-time management and confidential employees shall receive up to 80 hours of court leave annually to satisfy jury duty service or other court mandated appearances. The employee must furnish sufficient proof of summons or required appearance to the City Manager to be granted such leave. The City Manager may grant, at his or her discretion, extended leave, with or without pay, if the situation warrants the need.

VI. AUTOMOBILE ALLOWANCE

- A. At the discretion of the City Manager, Management classifications may be eligible for a monthly automobile allowance in lieu of mileage reimbursement up to \$400.00 per month. All other employees shall be reimbursed at the prevailing standard mileage rates established by the IRS.

VII. UNREPRESENTED PART-TIME EMPLOYMENT

- A. The City shall provide part-time employees an alternative retirement plan as established in Resolution No. 2000-06-27-5. Under provisions of this plan, part-time, temporary, and seasonal employees shall make required contributions of at least 3.75% of gross pay and the City shall also make contributions of 3.75% of gross pay. This alternative retirement plan is in-lieu of contributing to Social Security or CalPERS. Upon eligibility in CalPERS, contributions into this plan cease.
- B. Part-time employees shall begin to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) regular hours worked beginning on the first day of employment. A part-time employee can only accrue paid sick leave up to a cap of eighty (80) hours. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap. Any unused accrued paid sick leave carries over year to year while the part-time employee is continuously employed. There is no cash value to this sick leave upon termination or retirement.
- C. Part-time employees shall be entitled to meal and break periods. The City shall provide one 15-minute paid break for shifts lasting 4-5 hours. The City shall provide one 30-minute unpaid break, and two 15-minute paid breaks for shifts lasting 6-7 hours. The City shall provide one 1-hour unpaid break, and two 15-minute paid breaks for shifts lasting 8 hours or more.

SECTION 4. MISCELLANEOUS PROVISIONS

- I. The City Manager may authorize special adjustments to avoid or eliminate inequities resulting from the strict application of any provision of this Resolution.
- II. The City Manager is authorized to issue written administrative personnel regulations designed to augment or clarify the provisions of this Resolution.
- III. In the event of any conflict between the provisions of the City Manager's Employment Agreement and this Resolution, the Agreement prevails.

SECTION 5. EFFECTIVE DATE

- I. Except as otherwise specified to the contrary in this Resolution, all provisions set forth herein shall be effective July 1, 2025.

SECTION 6. Resolution No. 2023-07-11-4 is hereby rescinded and replaced with this Resolution.

PASSED, APPROVED, AND ADOPTED this 24th day of June 2025.



JOSHUA SWEENEY, MAYOR

ATTEST:



JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2025-06-24-3 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24th day of June 2025, by the following vote:

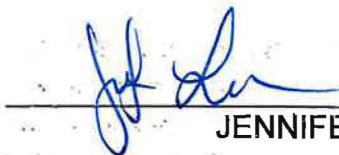
AYES: Council Members Mathis, Wheeler, Mayor Pro Tempore Caskey, and Mayor Sweeney

NOES: None

ABSENT: Council Member Pezold

ABSTAIN: None

(SEAL)



JENNIFER LEE, CITY CLERK



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Retired Annuitant Employment Agreement

Recommendation: That the City Council adopt a Resolution entitled, “A Resolution of the City Council of the City of Laguna Hills, California, Approving and Authorizing the City Manager to appoint a Retired Annuitant to serve as Interim City Clerk during a vacancy of the City Clerk position.”

Background:

The City Clerk has resigned from employment effective February 26, 2026. The City has initiated a recruitment for this position. Currently, there are no internal candidates who have the specialized skills and experience necessary to fill the position of Interim City Clerk.

Fortunately, Karen Hamman, a retired annuitant with specialized skills and previous experience as a City Clerk, is available and able to serve as Interim City Clerk during the period of vacancy and active recruitment.

CalPERS has extensive rules relating to the employment of retired annuitants which must be adhered to. Pursuant to Government Code section 21221(h), appointment of retired annuitants is permissible without the reinstatement into the CalPERS retirement system during a period of interim vacancy of a permanent position while an active recruitment is in place. Therefore, staff is recommending that the City Manager retain Hamman to serve as Interim City Clerk during this time and to establish the terms and conditions for such retention consistent with the requirements set forth in Government Code sections 21221(h) and 21224, by approving the Retired Annuitant Employment Agreement (Exhibit “1” to the Resolution).

Fiscal Impact:

In accordance with the terms of the proposed Retired Annuitant Employment Agreement, Hamman will perform all the duties and responsibilities of the Interim City Clerk, will be paid \$90.00 an hour (which does not exceed the hourly rate equivalent of the City Clerk's monthly salary as approved by the City Council), will not receive any other benefits, and will not work more than 960 in a fiscal year with the City or any other CalPERS participating employer.

Attachments:

1. Resolution Approving Appointment of Retired Annuitant During Vacancy
2. Retired Annuitant Employment Agreement with Karen Hamman

RESOLUTION NO. 2026-3-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO APPOINT A RETIRED ANNUITANT TO SERVE AS INTERIM CITY CLERK DURING A VACANCY OF THE CITY CLERK POSITION

WHEREAS, the City Clerk of the City of Laguna Hills has resigned effective February 26, 2026 and the City has initiated a recruitment to fill the position on a permanent basis;

WHEREAS, there are no internal candidates who have the specialized skills and experience necessary to fill the position of Interim City Clerk during the recruitment;

WHEREAS, Karen Hamman, a retired annuitant with specialized skills and experience as a City Clerk is available and able to serve as Interim City Clerk during the vacancy and recruitment;

WHEREAS, pursuant to Government Code section 21221(h), appointment of retired annuitants is permissible without reinstatement into the CalPERS retirement system during a period of temporary vacancy of a position; and

WHEREAS, the City Council desires to retain Hamman to serve as Interim City Clerk during the vacancy and recruitment and to establish the terms and conditions for such retention consistent with the requirements set forth in Government Code sections 21221(h) and 21224 by approving the attached Retired Annuitant Employment Agreement (**Exhibit "1"**).

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. Karen Hamman has been selected, based on her specialized skills, to serve as Interim City Clerk, during the vacancy and recruitment; Hamman's temporary employment shall be terminated once a new permanent City Clerk is retained by the City, but no later than December 31, 2026.

SECTION 3. The City Council hereby approves and authorizes the City Manager to execute the Retired Annuitant Employment Agreement, dated March 10, 2026, which employment agreement is attached hereto as **Exhibit "1"** with employment beginning on March 13, 2026.

PASSED, APPROVED, AND ADOPTED this 10th day of March 2026.

DONALD CASKEY, MAYOR

ATTEST:

BOB WINGENROTH, CITY MANAGER

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

I, Joseph Ames, Acting City Clerk, of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-
03-10-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 10th day of March 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JOSEPH AMES, ACTING CITY CLERK

EXHIBIT “1”

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

DATED: March 10, 2026

**RETIRED ANNUITANT EMPLOYMENT AGREEMENT
INTERIM CITY CLERK
KAREN HAMMAN AND
THE CITY OF LAGUNA HILLS**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Laguna Hills and Karen Hamman (hereinafter referred to as "Hamman"), to be effective March 13, 2026, and is made in reference to the following facts.

A. The current City Clerk has resigned from the City of Laguna Hills effective February 26, 2026. The City has initiated a recruitment to fill the position on a permanent basis.

B. The City does not have a current employee that has the skills and experience to perform the duties of the City Clerk on an interim basis.

C. Therefore, during this interim vacancy, the City would like to retain the services of Karen Hamman, a retired annuitant with city clerk experience to serve as Interim City Clerk.

D. The City Manager therefore desires to appoint Karen Hamman, a retired annuitant with the requisite experience, as Interim City Clerk for a limited duration while the City conducts a recruitment to fill the position on a permanent basis.

E. This retired annuitant agreement is entered into pursuant to California Government Code section 21221(h).

THEREFORE, IT IS AGREED AS FOLLOWS:

1.0 Appointment and Scope of Services

1.1 City Manager appoints Karen Hamman as Interim City Clerk to perform the functions and duties specified in the job description for the position of City Clerk including but not limited to in-person daily support of the City Clerk Department, attending City Council meetings as needed, preparing agendas, staff reports, and meeting minutes for City Council meetings; and other legally permissible and proper duties and functions as the City Manager may, from time to time, assign. The position of City Clerk is at-will and serves at the pleasure of the City Manager.

1.2 Hamman hereby agrees to perform fully and faithfully the functions and duties of City Clerk as specified in the job description for the position of City Clerk and as set forth in section 1.1.

2.0 Term of Agreement

The term of this Agreement shall commence on March 13, 2026 and continue in full force and effect until it automatically terminates on December 31, 2026 or upon retention of a

permanent City Clerk, whichever is earlier.

3.0 Pay Rate

3.1 The Interim City Clerk shall receive compensation at the rate of Ninety Dollars (\$90.00) per hour, payable on a bi-weekly basis.

3.2 The Interim City Clerk shall not be entitled to receive any benefits of employment provided to City's regular employees, including, but not limited to, group health or medical benefits, life insurance, and vacation and other leave accruals.

4.0 Hours of Work

4.1 The hours of the Interim City Clerk will not exceed 960 in fiscal year 2025/2026 (even when combined with hours worked for other CalPERS participating agencies). By signing this Agreement, Hamman certifies that she has not reached the 960-hour limit as of the Effective Date of the Agreement and will not reach those hours after working for the City through and including June 30, 2026. Hamman will similarly not exceed 960 hours of work in fiscal year 2026/2027.

4.2 Commencing March 13, 2026, Hamman shall work Monday through Friday during regular business hours as determined by the City Manager. Hamman will attend City Council meetings and all other meetings required of the position or requested by the City Manager.

5.0 General Expenses

The City agrees to reimburse Hamman for non-personal expenses reasonably and necessarily incurred in the course and scope of performing her duties. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

6.0 Other Terms and Conditions of Interim Employment

The City Manager shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to Hamman's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City Council direction, Municipal Code or any applicable law.

7.0 Compliance with Law

Hamman shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local government in the performance of the duties, which are the subject of this Agreement.

8.0 General Provisions

8.1 The text herein shall constitute the entire Agreement between the parties.

8.2 If any provision, or any portion thereof, contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected and shall remain in full force and effect.

CITY OF LAGUNA HILLS

INTERIM CITY CLERK

Bob Wingenroth
City Manager

Karen Hamman
Karen Hamman

Date: _____

Date: 3/2/26

APPROVED AS TO FORM

Barbara Raileanu
Assistant City Attorney

Date: _____

ATTEST:

Eric Hendrickson
Finance Director



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Review of Streetlight Banner Program Expenses and Locations

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

Background:

At the January 27, 2026, City Council meeting, Councilmembers Pezold and Wheeler requested that City staff return to City Council with a report on locations and costs associated with the current streetlight banners — potentially with a request to refresh the existing streetlight banners and/or expand streetlight banner locations.

At the February 9, 2026, Events, Communications and Beautification Committee (ECBC), Councilmember Pezold and Mayor Pro Tem Mathis received a preliminary report from Assistant City Manager Ames regarding locations and costs associated with the current streetlight banners.

Based upon the feedback provided at the ECBC, the following information is presented herein:

- Currently, hardware exists on approximately 103 streetlight poles to hang 136 streetlight banners.
- Attached is a map showing where banners have been installed recently.
- The estimated cost to design, produce, and install (and eventually remove) 136 streetlight banners at the locations on the maps is estimated to cost \$42,150, per the attached spreadsheet.
- The estimated cost to produce and install (and eventually remove) each additional streetlight banner that may be requested by City Council is

approximately \$300. This does not include design costs.

- If a permanent program is created to allow third-parties to install banners on streetlight poles, for reference in 2024, City staff charged Saddleback Hospital \$4,400 to hang (and remove) 22 banners from 11 double-arm streetlight poles (9 on Paseo de Valencia and 2 on Los Alisos Boulevard). Saddleback Memorial Medical Center recently installed "50th Anniversary" commemorative banners to celebrate the 50th anniversary of Saddleback Hospital's service to the community.

City staff requests that City Council discuss and provide direction to City staff.

Fiscal Impact:

None associated with receipt of this report. However, if new banners are requested to be designed, fabricated and installed, the Assistant City Manager requests that City Council direct the Finance Director to allocate the necessary funding from General Fund Reserves so as to preserve funding in the Public Works Operating Budget.

Attachments:

1. Estimated Costs
2. Current Banner Hardware Location Map

Location	Number of Banners	Number of Streetlight Poles Used	Notes
Alicia / Paseo de Valencia	8	4	4 Double-Arm Streetlight Poles with 2 Banners each
Alicia / Moulton	8	8	8 Single-Arm Streetlight Poles with 1 Banner each
Alicia / Hon	4	2	2 Double-Arm Streetlight Poles with 2 Banners each
Alicia / Costeau	4	2	2 Double-Arm Streetlight Poles with 2 Banners each
Alicia / Wiles to Paseo de Valencia	19	14	5 Double-Arm Streetlight Poles with 2 Banners each; 9 Single-Arm Streetlight Poles with 1 Banner each
Alicia / Moulton (SE Corner) - Alicia: Laurelmont to Moulton; Moulton: Alicia to Mandeville	14	12	2 Double-Arm Streetlight Poles with 2 Banners each; 10 Single-Arm Streetlight Poles with 1 Banner each
Cabot / Nellie Gail	6	6	6 Single-Arm Streetlight Poles with 1 Banner each
La Paz / Moulton	9	9	9 Single-Arm Streetlight Poles with 1 Banner each
La Paz west of Cabot	4	2	2 Double-Arm Streetlight Poles with 2 Banners each
Lake Forest	10	8	2 Double-Arm Streetlight Poles with 2 Banners each; 6 Single-Arm Streetlight Poles with 1 Banner each
Oso / Cabot	10	7	3 Double-Arm Streetlight Poles with 2 Banners each; 4 Single-Arm Streetlight Poles with 1 Banner each
Oso / Moulton	10	10	10 Single-Arm Streetlight Poles with 1 Banner each
Oso / Nellie Gail	8	8	8 Single-Arm Streetlight Poles with 1 Banner each
Paseo de Valencia (previous Saddleback Hospital Banners)	22	11	11 Double-Arm Streetlight Poles with 2 Banners each
Total Estimated Number of Banners	136		
<i>Total Estimated Number of Poles</i>		<i>103</i>	
Materials & Installation			
Approximate cost to manufacture each banner	\$	100.00	In September 2023, Printex/Minuteman Press charged \$72 per banner. New banners require customized wind flaps due to Santa Ana winds. Estimated cost per banner is \$100.
Approximate cost to hang each banner and remove each banner (if done as one large job)	\$	150.00	In September 2023, Crosstown billed 12 hours totaling \$1,740 for hanging 20 banners: 4 Single-Arm Streetlight Poles with 1 banner each, and 8 Double-Arm Streetlight Poles with 2 banners each. This comes out to \$87 each to hang, on average. (The \$87 average does not include removal, so ~ \$150 total to hang and remove.)
Subtotal of Materials & Installation	\$	34,000.00	
Layout Design Cost	\$	1,350.00	In September 2023, Printex/Minuteman Press charged \$1,350 for designing three different banners
20% Contingency (Hardware replacements, destroyed banners, unknown costs with customized wind flaps)	\$	6,800.00	
Estimated Total for 136 Banners on 103 poles	\$	42,150.00	
<i>Estimated cost for each additional banner on a streetlight pole (including 20% cointingency):</i>		\$	<i>300.00</i>

ALICIA AT PASEO DE VALENCIA

LEGEND

- PAT** = Patriotic Banner
- SHP** = Shopping Banner
- WEL** = Welcome Banner



1" = 250 ft

ALICIA AT PASEO DE
VALENCIA



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

ALICIA AT MOULTON



1" = 250 ft

ALICIA AT MOULTON



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

ALICIA AT HON



1" = 250 ft

ALICIA AT HON



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ALICIA-HON TO COSTEAU



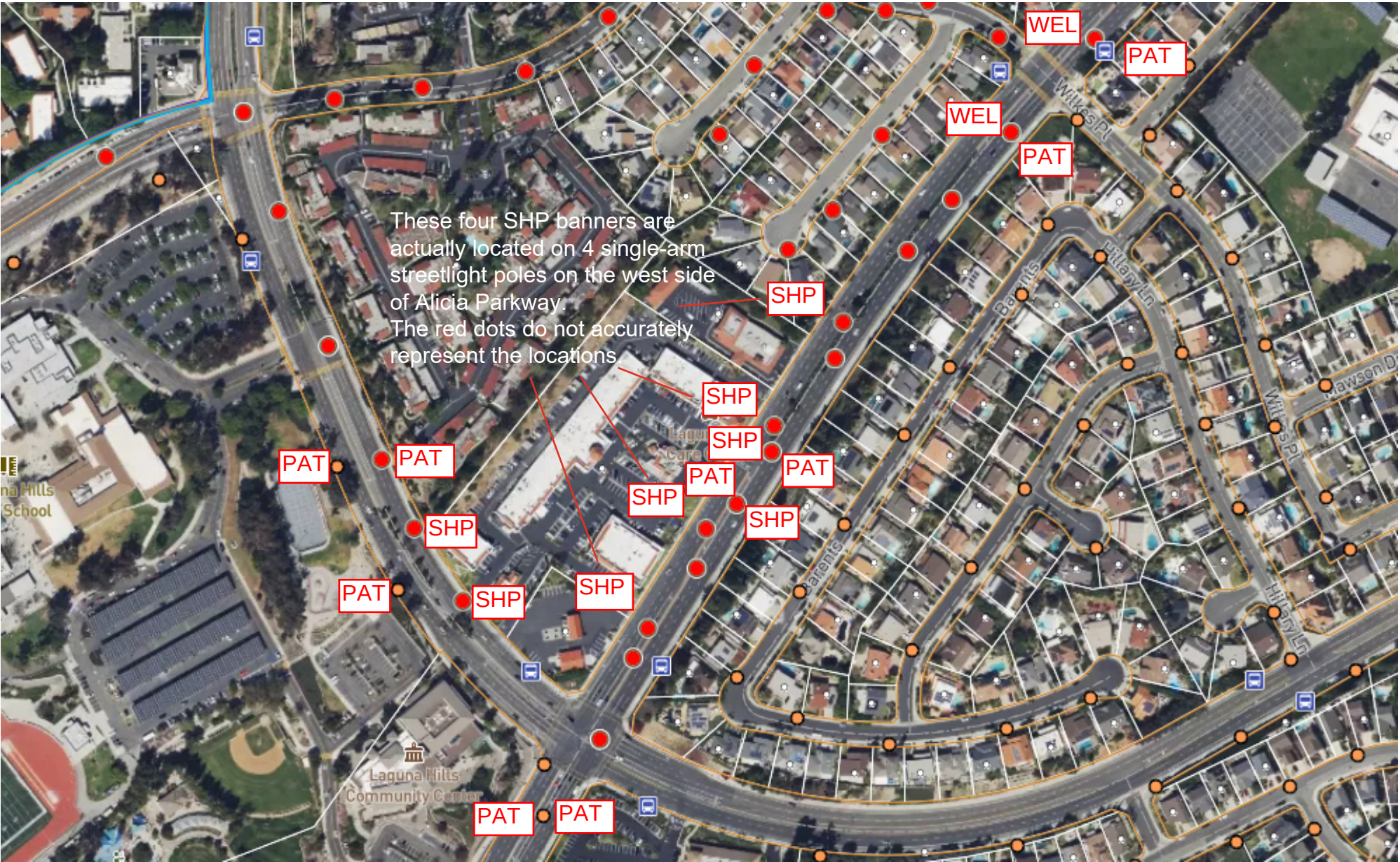
1" = 250 ft

ALICIA-HON TO COSTEAU

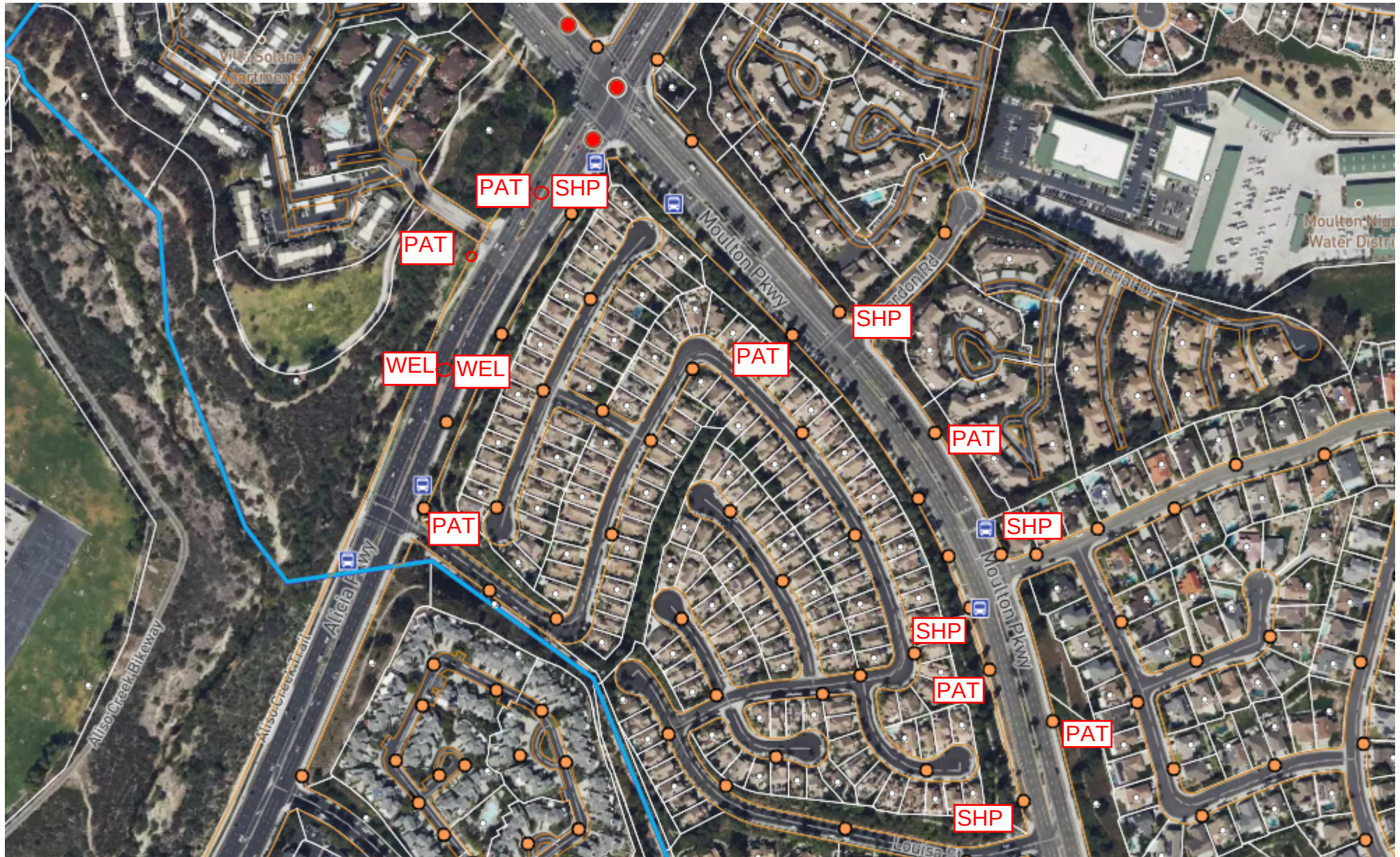


This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

ALICIA-WILKES TO PASEO DE VALENCIA



ALICIA - LAURELMONT TO MOULTON, MOULTON - ALICIA TO MANDEVILLE



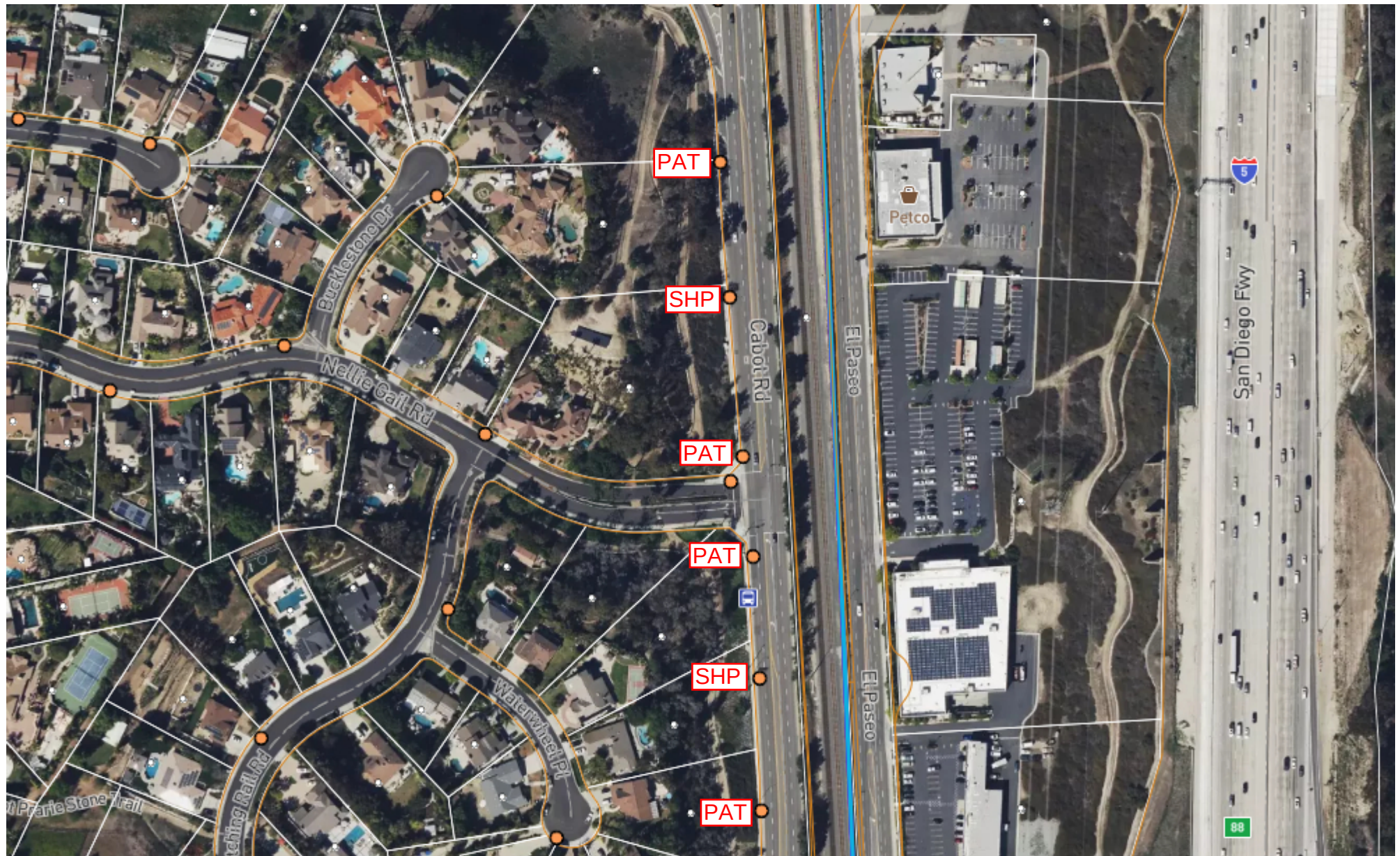
1" = 400 ft

ALICIA- LAUREL MOUNT TO
MOULTON TO MANDEVILLE



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

CABOT AT NELLIE GAIL



1" = 250 ft

CABOT AT NELLIE GAIL



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LA PAZ AT MOULTON

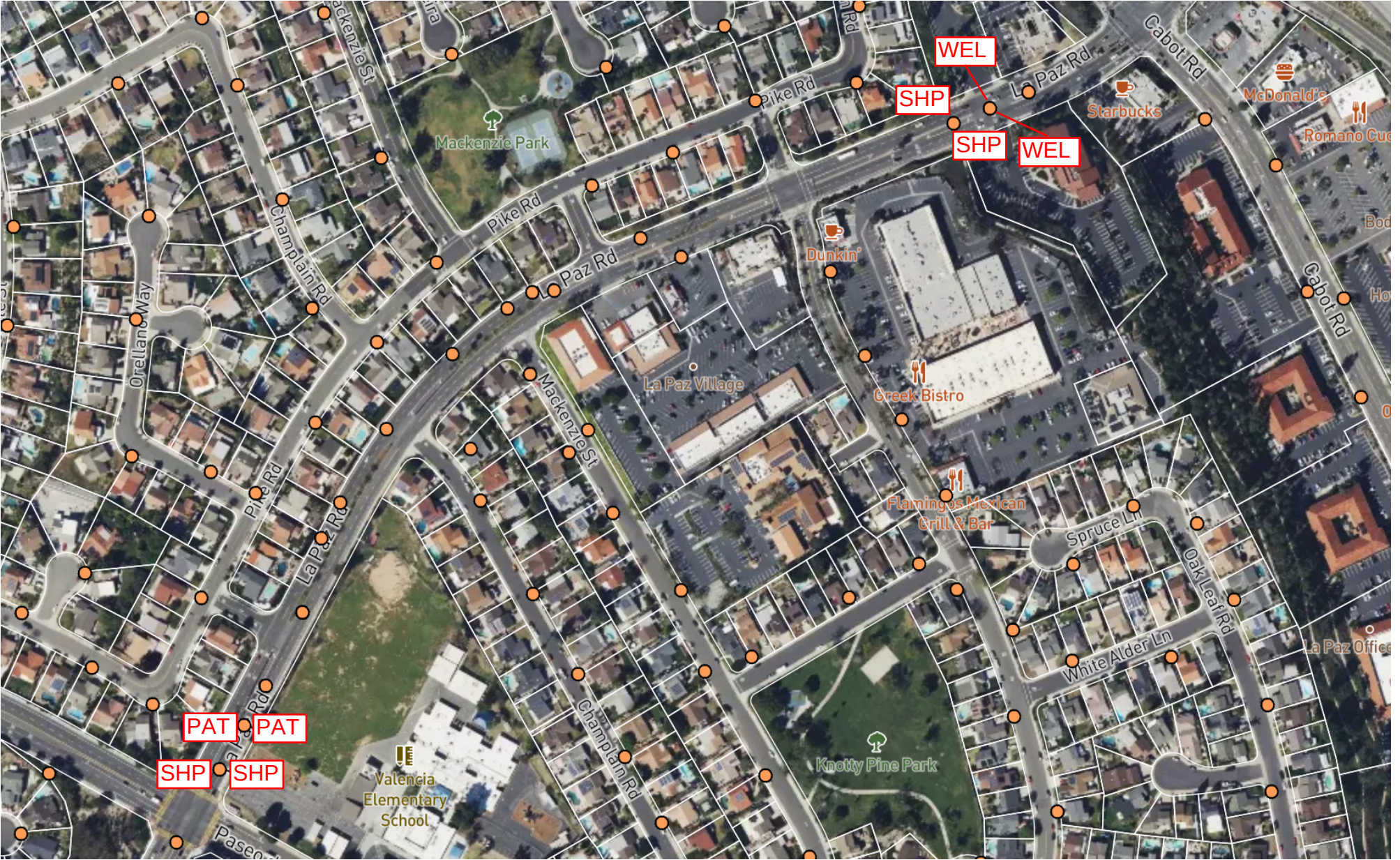


1" = 250 ft



This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

LA PAZ WEST OF CABOT

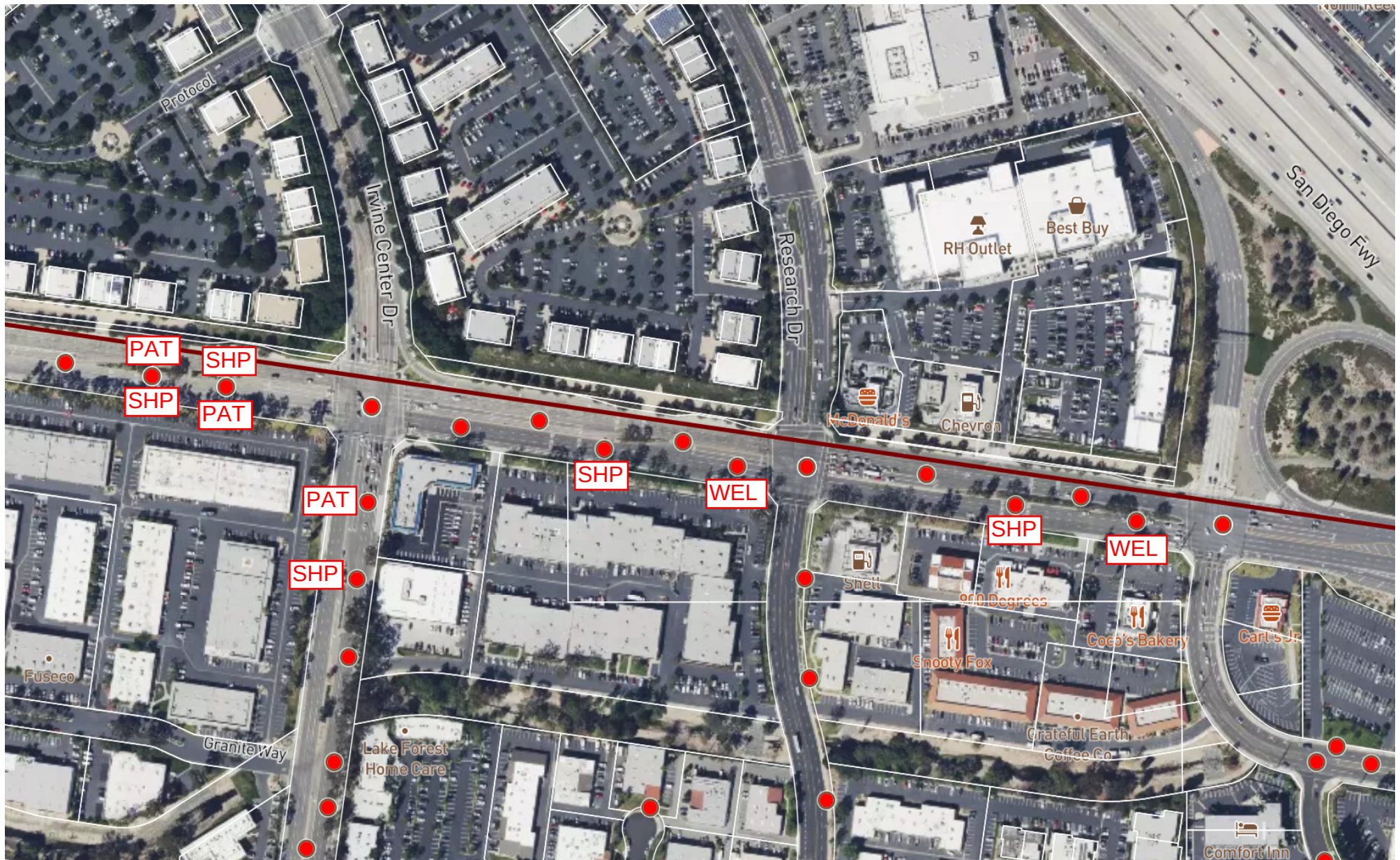


1" = 350 ft



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

LAKE FOREST DRIVE



1" = 350 ft

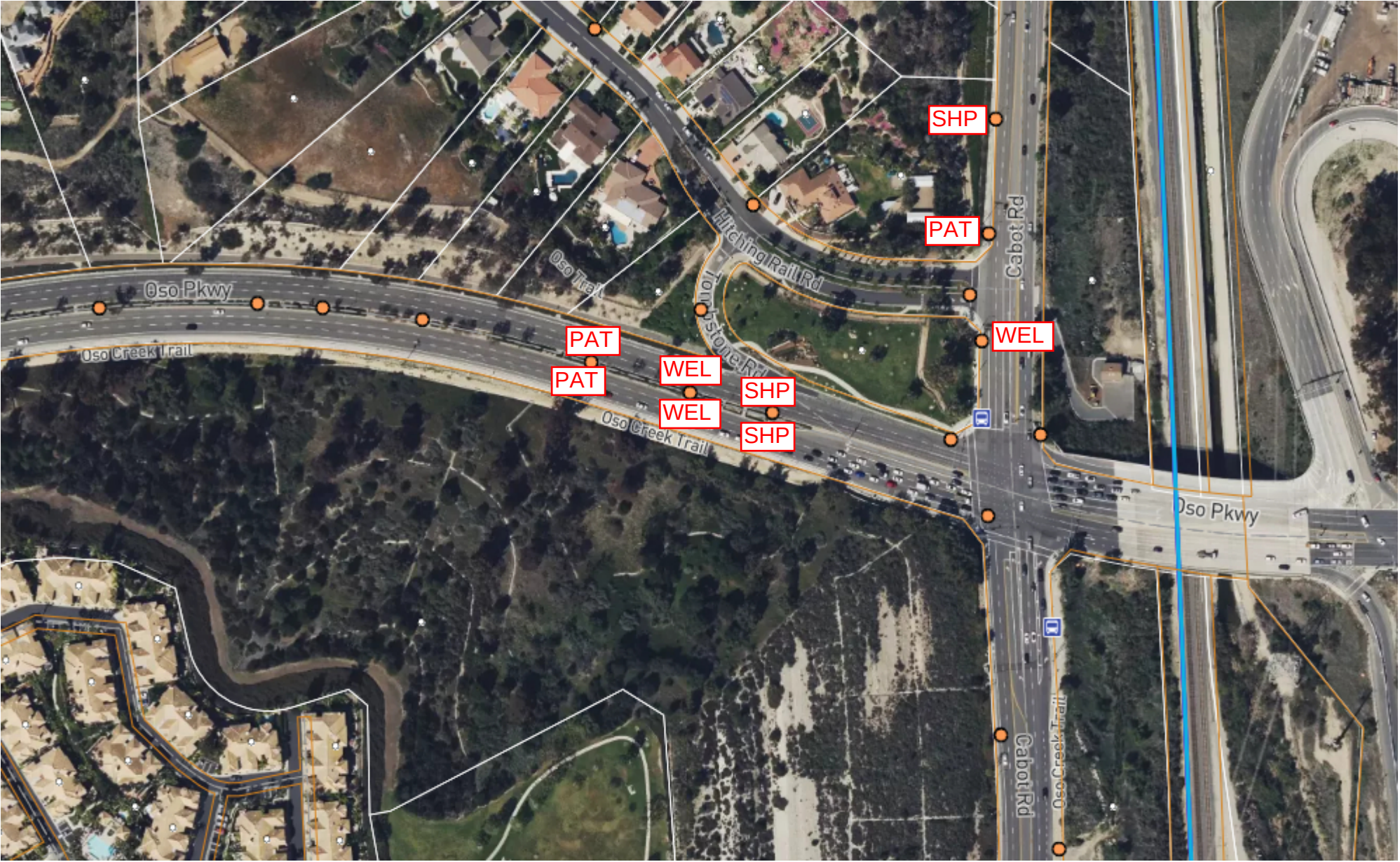
CARLOTA TO MOULTON



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

OSO AT CABOT

WEL



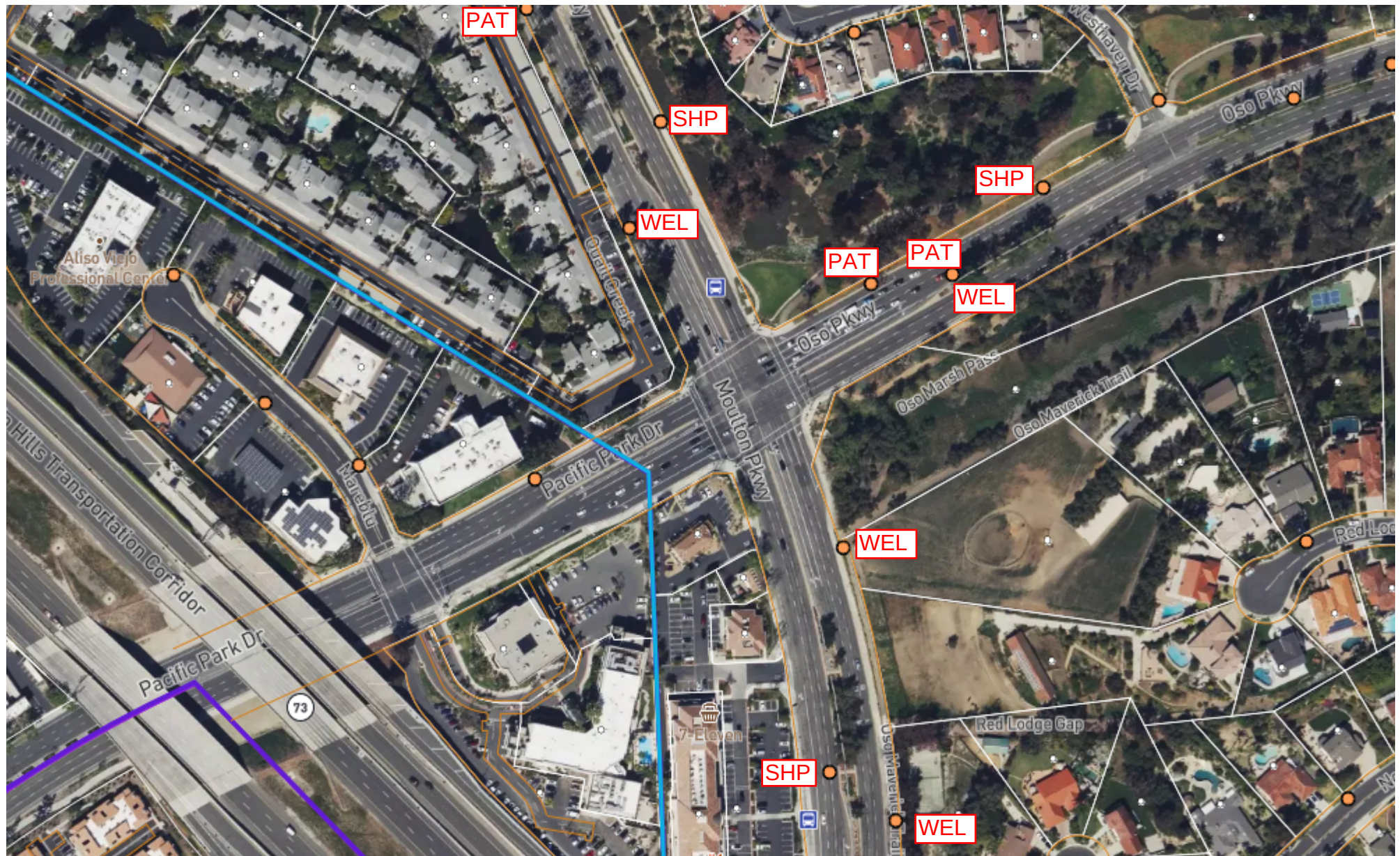
1" = 250 ft

OSO AT CABOT



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

OSO AT MOULTON



1" = 250 ft

OSO AT MOULTON



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OSO AT NELLIE GAIL



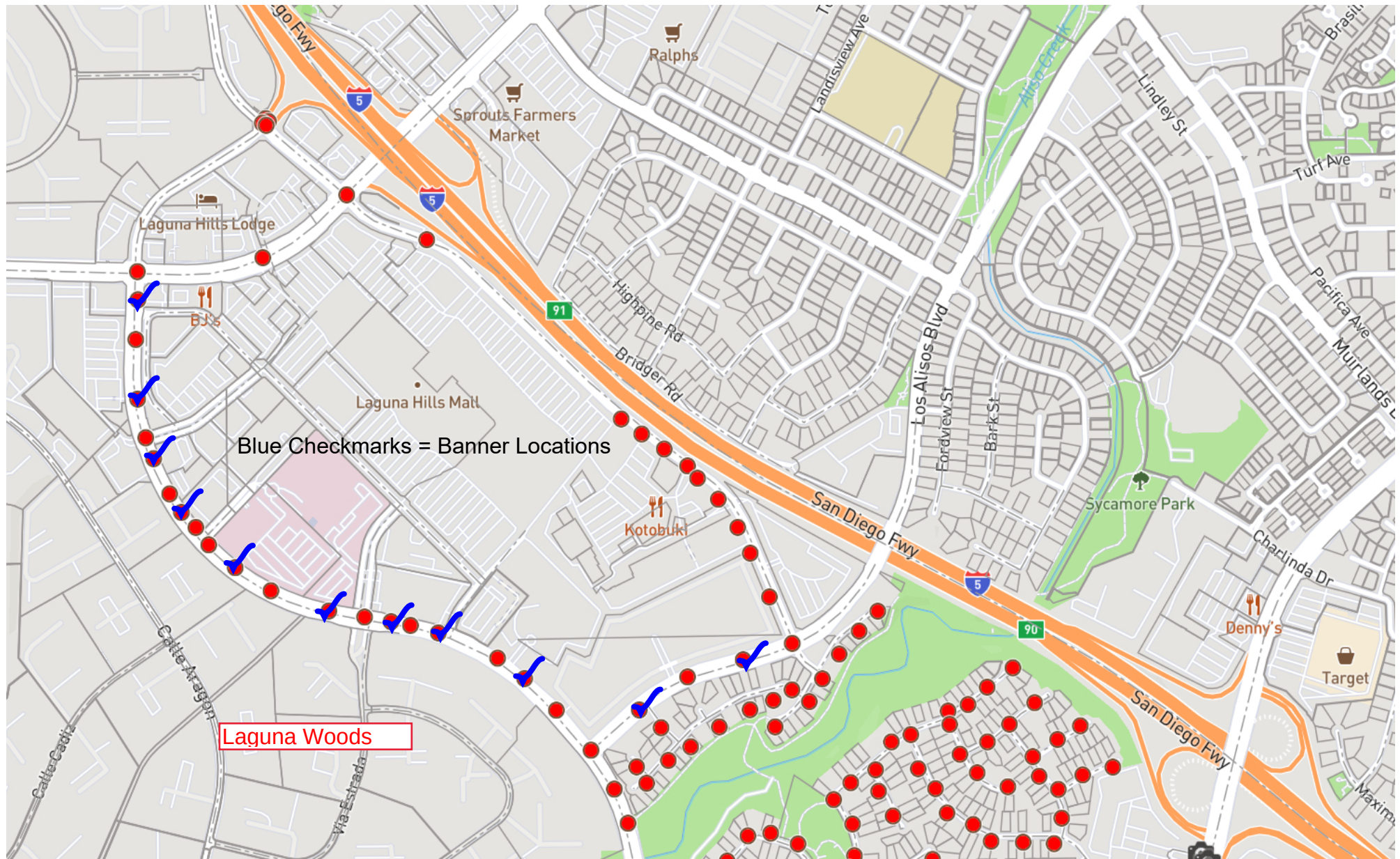
1" = 250 ft

OSO AT NELLIE GAIL



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

Saddleback Hospital Banners



1" = 1000 ft

Red Dots = Streetlight Locations



This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: CIP 101: Biennial Citywide Local Street Rehabilitation Project Update

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

Background:

The goal of the Citywide Local Street Rehabilitation Project (CIP 101) is to resurface of all the City's local (residential and collector) streets on a 6-year return cycle.

In order to efficiently resurface local streets, approximately 30 years ago, City staff divided the City's local street network into six geographic zones, A through F, each containing approximately one-sixth (1/6th) of the City's local streets. The goal of CIP 101 was to resurface every street in a zone with either a slurry seal or an asphalt pavement overlay every 6 years. The map of the geographic zones is attached.

Not long after the establishment of CIP 101, for budget and cost efficiency, City streets within two zones were resurfaced as a single project every two (2) years (every other year) resulting in one-third (1/3rd) of the local streets being resurfaced during each project, thereby still maintaining the 6-year return cycle. Specific streets in each CIP 101 project were programmed for a slurry seal treatment or an asphalt pavement overlay, based on the guidance provided by the City's Pavement Management Plan and a field survey taken prior to the development of each specific project.

For this year, and the next few upcoming years, the planned resurfacing schedule was as follows:

- Zones A&D: FY 2025-2026 (Summer 2026 Work)

- Zones C&E: FY 2027-2028 (Summer 2028 Work)
- Zones B&F: FY 2029-2030 (Summer 2030 Work)

In preparation for this summer's resurfacing work, City staff and two different consultants surveyed local streets within Zones A and D and reviewed the FY 2025-2026 available budget.

The conclusions are as follows:

- In FY 2025-2026, the funding available for CIP 101 is \$2.5 million.
- The estimated cost of resurfacing only Zone D is between \$3,020,000 and \$3,340,000.
- The estimated cost of resurfacing only Zone A is over \$3,520,000.

Unfortunately, these results are not entirely unexpected. As construction costs continue to rise faster than revenue from Gas Tax funds (Gas Tax and State Senate Bill 1 funds combined) and the City is unable to contribute any significant additional funding from the General Fund on an ongoing basis, City staff concludes the City is unable to continue the 6-year return cycle model.

While the 6-year return cycle model worked for many years preceding the past 10 years, over the past 10 years maintaining this schedule has been difficult. After reviewing past projects, the 6-year return cycle model actually hasn't been fully practiced in quite some time.

- In 2017, CIP 101-J, which was intended to resurface all streets in Zones A and D, actually only resurfaced a handful of streets in Zones A and D, plus two streets in Zone E.
- In 2019, CIP 101-K, which was intended to resurface all streets in Zones C and E, did not resurface every street within the zones. Several were skipped.
- In 2021, CIP 101-L, which was intended to resurface all streets in Zones B and F, met the objective of resurfacing nearly all streets. However, the work consisted of only slurry sealing all streets due to funding constraints. Some streets may have benefited from an asphalt overlay.

As Gas Tax funding did not keep pace with the 6-year return cycle model, Gas Tax funding was increasingly allocated only to residential streets, leading to an unofficial "residential streets first" budgetary policy. In turn, this budgetary policy resulted in

little funding being made available for the City's arterial highways (Alicia, Cabot, Carlota, El Toro, La Paz, Lake Forest, Laguna Hills Drive, Moulton, Oso, Paseo de Valencia, Ridge Route, Santa Maria) over the past decade. Some portions of arterial highways were funded, but less than needed. Overall, the unofficial budgetary policy resulted in the continual decline of pavement quality on the City's arterial highways. For example, until recently, one arterial highway, Paseo de Valencia between Alicia Parkway and El Toro Road, had the worst Pavement Condition Index (PCI) in the City until it was resurfaced using Gas Tax funding reallocated from CIP 101 and an additional \$2.5 million allocation from General Fund Reserves. That section of arterial highway cost \$5.5 million to complete.

The "residential streets first" budgetary policy was not meritless, however. It is widely recognized by pavement engineers that it is significantly more cost-effective to spend funds keeping good roads in a good state of maintenance (e.g. by performing slurry seal work) than it is to spend funds reconstructing roads. The City's "residential streets first" budgetary policy also resulted in high Pavement Condition Index (PCI) values for its residential streets, which improved the overall PCI average for the entire citywide street network.

Based on the information above and given the lack of additional funding available to dedicate to the Citywide Local Street Rehabilitation Project, City staff has no other choice than to recommend a new 12-year return cycle for resurfacing local streets. Under this scenario, the proposed schedule would, generally, be as follows:

- Zone D: FY 2025-2026 (Summer 2026 Work)
- Zone A: FY 2027-2028 (Summer 2028 Work)
- Zone C: FY 2029-2030 (Summer 2030 Work)
- Zone E: FY 2031-2032 (Summer 2032 Work)
- Zone B: FY 2033-2034 (Summer 2034 Work)
- Zone F: FY 2035-2036 (Summer 2036 Work)

Based on this recommendation, City staff is already in the process of preparing plans and specifications for resurfacing Zone D, plus two streets in Zone A that were deemed necessary as part of this project. Because the estimated cost of work exceeds the available budget, some streets in Zone D and the streets in Zone A will be bid as "additive bid" work.

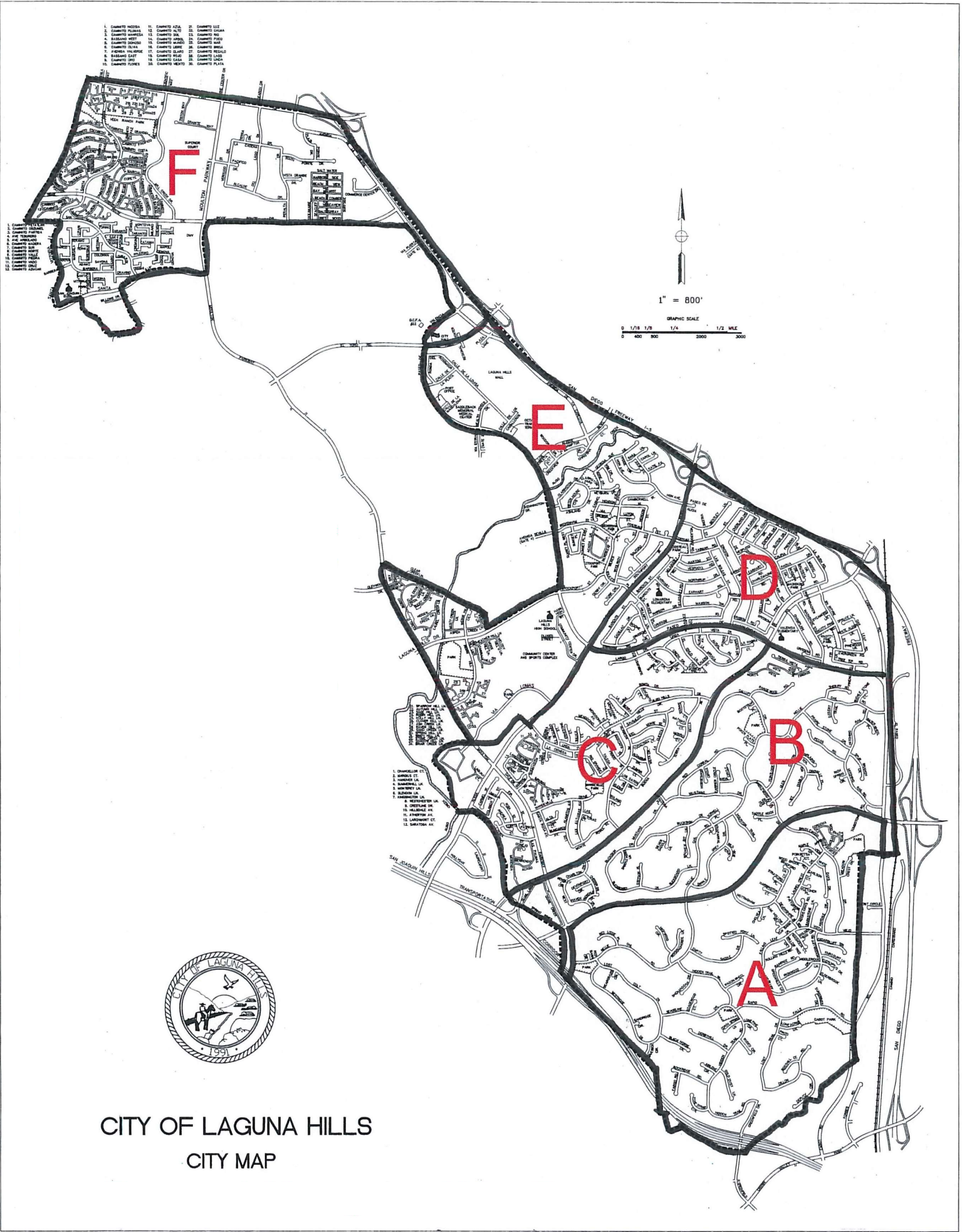
City staff anticipates returning to City Council in late-April or early-May 2026 for authority to advertise the project for bidding.

Fiscal Impact:

There is no cost associated with receiving this report.

Attachments:

1. Street Resurfacing Zones Map



CITY OF LAGUNA HILLS

CITY MAP



City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: 2026-2028 Memorial Day Race Medal Series Designs

Recommendation: That the City Council approve the design of the 2026-2028 Memorial Day Half Marathon, 5k, and 10k Honoring USMC Dark Horse Battalion medal series designs.

Background:

At the February 10, 2026, City Council meeting, the City Council provided direction regarding the development of a multi-year commemorative medal series for the 2026-2028 Memorial Day Half Marathon, 5k, and 10k Honoring USMC Dark Horse Battalion medal series. The direction provided to staff was to honor America's 250th anniversary of the signing of the Declaration of Independence, the Space Force, and the 2028 Olympics.

Based on that direction, staff worked with the medal designer to incorporate the requested elements, including refinement of thematic imagery, consistency in layout, and enhanced patriotic symbolism. The designs also ensure continuity from year to year while allowing each medal to remain unique. The shirts for each year will be based off of the medal design.

Staff request that City Council approve of the designs. If not acceptable, City staff request City Council provide further direction.

Fiscal Impact:

None.

Attachments:

1. Attachment 1 2026-2028 Medal Series

Attachment 1











City of Laguna Hills City Council / Planning Agency Staff Report

Date: March 10, 2026
To: Mayor and Council Members
From: Dave Wheeler, Council Member
Issue: Resolution of the City Council Announcing Its Commitment to End Child Marriage

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills Announcing Its Commitment to End Child Marriage by Calling for an "18 No Exceptions" Law, and Authorizing the City Manager to Publish on the City's Website and Social Media Platforms Necessary Information Pertaining to Ending Child Marriage."

Background:

At the February 10, 2026, City Council meeting, Councilmembers Wheeler and Pezold requested this item be placed on the agenda. Subsequently, City staff received a sample resolution from Councilmember Wheeler to use as the basis of a proposed resolution. Both the sample resolution and the proposed resolution are attached.

Fiscal Impact:

Unknown.

Attachments:

1. Proposed Resolution
2. Sample Global Hope 365 Resolution to End Child Marriage

RESOLUTION NO. 2026-03-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS ANNOUNCING ITS COMMITMENT TO END CHILD MARRIAGE BY CALLING FOR AN “18 NO EXCEPTIONS” LAW, AND AUTHORIZING THE CITY MANAGER TO PUBLISH ON THE CITY’S WEBSITE AND SOCIAL MEDIA PLATFORMS NECESSARY INFORMATION PERTAINING TO ENDING CHILD MARRIAGE

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

WHEREAS, each year, minors are coerced and forced into marriages in cities across the United States; and

WHEREAS, marriage license records from a sample of state health departments across the country reveal that, between 2000 and 2018, well more than 300,000 minors were married in the United States, mostly young girls married to adult men; and

WHEREAS, Child Marriage, a formal marriage or informal union where one or both parties is under the age of 18, is defined as a human rights abuse by the Department of State, UNICEF and Human Rights Watch; and

WHEREAS, as a member of the United Nations, the United States adopted the United Nations’ 2030 Agenda for Sustainable Development including a commitment to achieving the Sustainable Development Goals, including Goal 5 to “Achieve gender equality and empower all women and girls,” and specifically target 5.3: “Eliminate all harmful practices, such as child, early and forced marriage and female genital mutilation; and

WHEREAS, the American Medical Association has called for an end to Child Marriage, stating “Child marriage is associated with higher rates of sexually transmitted infections, early pregnancies, divorce, and intimate partner violence than women married at age 21;” and

WHEREAS, the detrimental effects of Child Marriage are many, including but not limited to, an adverse effect on the child’s health, education, and employment opportunities as proven by UN Women and the World Bank; and

WHEREAS, minors in unwanted or abusive marriages suffer social isolation from their support networks like school, friends, and family, which contributes to their poor mental health; and

WHEREAS, young women and girls ages 16-19 face intimate partner violence victimization rates almost three times the national average; and

WHEREAS, the majority (70%-80%) of Child Marriages end in divorce; and

WHEREAS, minors who marry early are more likely to “discontinue their formal educations prematurely, earn low wages, and live in poverty.” Girls who marry early are fifty percent more likely to drop out of high school and four times less likely to graduate from college; and

WHEREAS, a minor’s understanding of their legal rights and access to practical resources to avoid or abandon an unwanted or abusive marriage are far more limited than adult men and women may have; and

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

WHEREAS, in the state of California, there is no minimum age to marry and no restrictions on the age differences between the two parties (e.g., between adult men and minor girls); and

WHEREAS, in the state of California, limited reporting on Child Marriage statistics from the majority of counties has hampered the state’s ability to track the prevalence of Child Marriage; and

WHEREAS, Child Marriage in the United States is not confined to any religious or cultural group. American children of all backgrounds are at risk in California cities because the law permits marriage before the age of majority. WHEREAS, the overwhelming evidence of adverse effects on the minor’s well-being and the remaining risk of abusive relationships with older men calls for an “End Child Marriage Under 18 No Exceptions” law; and

WHEREAS, the states of Delaware, New Jersey, Minnesota, Pennsylvania, Rhode Island, New York, Massachusetts, Vermont, Connecticut, Michigan, Washington, Virginia, New Hampshire, Maine, Missouri, and Oregon have already passed laws ending Child Marriage for all minors, without exception; and

WHEREAS, the City of Laguna Hills has determined that it is a moral imperative and undeniably in the best public interest of the City to protect all minors from Child Marriage.

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

SECTION 1. The above recitals are hereby adopted by the City Council of the City of Laguna Hills.

SECTION 2. The City Council hereby calls on the California State Legislature to introduce and pass legislation to “End Child Marriage Under 18, No Exceptions”.

SECTION 3. The City Council hereby calls on other California municipalities to pass resolutions showing their commitment to end Child Marriage.

SECTION 4. The City Council hereby calls on the Orange County Clerk-Recorder to proactively comply with Section 102356 of the California Health and Safety Code by sending aggregated data on all Child Marriages registered in the county each year to the State Registrar before January 31st of the following year; should there be no Child Marriages registered in the county, the City Council calls on the County Clerk-Recorder to proactively confirm this with the State Registrar. The City Council also calls on the County Clerk-Recorder to make statistics on Child Marriage available to the public upon request, including the total number of Child Marriages in the county, as well as the ages and genders of the parties to those marriages.

SECTION 5. The City Council hereby authorizes the City Manager to publish on the City’s website educational information regarding opposing the practice of Child Marriage. As deemed necessary by the City Manager, the City Manager shall collaborate with human rights nonprofits and organizations specializing in the aforementioned cause to produce such educational content.

SECTION 6. The City Council hereby authorizes the City Manager to publish on the city’s social media platforms the aforementioned content.

SECTION 7. The City Council hereby authorizes the City Manager to make known to City residents the availability of the letter-writing campaign, to “End Child Marriage Under 18, No Exceptions” in California, sponsored by Global Hope 365.

SECTION 8. The City Council hereby authorizes the City Manager to make known to City residents the availability of other letter-writing campaigns designed to “End Child Marriage Under 18, No Exceptions” on a Federal level.

PASSED, APPROVED, AND ADOPTED this day of 10th day of March, 2026.

DONALD CASKEY, MAYOR

ATTEST:

JOE AMES, ACTING CITY CLERK

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

I, Joe Ames, Acting City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2026-
03-10-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 10th day of March, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JOE AMES, ACTING CITY CLERK

RESOLUTION NO. 2026-0NN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS (1) ANNOUNCING ITS COMMITMENT TO END CHILD MARRIAGE BY CALLING FOR AN “18 NO EXCEPTIONS” LAW, AND (2) AUTHORIZING THE CITY MANAGER AND AUTHORIZED CITY PERSONNEL TO PUBLISH ON THE CITY’S WEBSITE AND SOCIAL MEDIA PLATFORMS NECESSARY INFORMATION PERTAINING TO ENDING CHILD MARRIAGE

WHEREAS, each year, minors are coerced and forced into marriages in cities across the United States.

WHEREAS, marriage license records from a sample of state health departments across the country reveal that, between 2000 and 2018, well more than 300,000 minors were married in the United States, mostly young girls married to adult men.¹

WHEREAS, Child Marriage, a formal marriage or informal union where one or both parties is under the age of 18,² is defined as a human rights abuse by the Department of State,³ UNICEF⁴ and Human Rights Watch.⁵

WHEREAS, as a member of the United Nations, the United States adopted the United Nations’ 2030 Agenda for Sustainable Development including a commitment to achieving the Sustainable Development Goals, including Goal 5 to “Achieve gender equality and empower all women and girls,” and specifically target 5.3: “Eliminate all harmful practices, such as child, early and forced marriage and female genital mutilation.”⁶

WHEREAS, the American Medical Association has called for an end to Child Marriage, stating “Child marriage is associated with higher rates of sexually

¹ <https://www.unchainedatlast.org/child-marriage-shocking-statistics/> see also <http://apps.frontline.org/child-marriage-by-the-numbers/>

² <https://2009-2017.state.gov/documents/organization/254904.pdf>, p.5

³ *Id.*

⁴ <https://www.unicef.org/protection/child-marriage>; see also, <https://www.unicef.org/protection/unfpa-unicef-global-programme-end-child-marriage>

⁵ <https://www.hrw.org/news/2019/03/27/us-massachusetts-should-end-child-marriage-0>; see also, <https://www.hrw.org/sites/default/files/childmarriage.pdf>

⁶ <https://sustainabledevelopment.un.org/sdg5>

transmitted infections, early pregnancies, divorce, and intimate partner violence than women married at age 21.”⁷

WHEREAS, the detrimental effects of Child Marriage are many, including but not limited to, an adverse effect on the child’s health, education, and employment opportunities as proven by UN Women⁸ and the World Bank.⁹

WHEREAS, minors in unwanted or abusive marriages suffer social isolation from their support networks like school, friends, and family, which contributes to their poor mental health.¹⁰

WHEREAS, young women and girls ages 16-19 face intimate partner violence victimization rates almost three times the national average.¹¹

WHEREAS, the majority (70%-80%) of Child Marriages end in divorce.¹²

WHEREAS, minors who marry early are more likely to “discontinue their formal educations prematurely, earn low wages, and live in poverty.”¹³ Girls who marry early are fifty percent more likely to drop out of high school and four times less likely to graduate from college.¹⁴

WHEREAS, a minor’s understanding of their legal rights and access to practical resources to avoid or abandon an unwanted or abusive marriage are far more limited than adult men and women may have.

⁷ American Medical Association Resolution 011,
<https://www.ama-assn.org/system/files/2019-10/i19-011.pdf>

⁸ <https://www.unwomen.org/en/news/stories/2013/3/child-marriages-39000-every-day-more-than-140-million-girls-will-marry-between-2011-and-2020>

⁹ <http://documents.worldbank.org/curated/en/530891498511398503/pdf/116829-WP-P151842-PUBLIC-ICM-Global-Conference-Edition-June-27.pdf>

¹⁰ <https://www.tahirih.org/wp-content/uploads/2020/05/Child-Marriage-Impacts-One-Pager-updated-5.8-2020-REGULAR-PRINT.pdf>

¹¹ http://www.loveisrespect.org/pdf/Dating_Abuse_Statistics.pdf (citing Department of Justice, Bureau of Justice and Statistics, *Intimate Partner Violence in the United States*, 1993-2004. Dec. 2006).

¹² <https://www.tahirih.org/wp-content/uploads/2020/05/Child-Marriage-Impacts-One-Pager-updated-5.8-2020-REGULAR-PRINT.pdf> (citing College of William & Mary Law School Professor Vivian E. Hamilton, in “The Age of Marital Capacity: Reconsidering Civil Recognition of Adolescent Marriage,” *Boston University Law Review* (December 2012), 92 B. U. L. Rev. , 1820.)

¹³ College of William & Mary Law School Professor Vivian E. Hamilton, in “The Age of Marital Capacity: Reconsidering Civil Recognition of Adolescent Marriage,” *Boston University Law Review* (December 2012), 92 B. U. L. Rev. , 1820.

¹⁴ Gordon B. Dahl, “Early Teen Marriage and Future Poverty,” *Demography* (August 2010: 47(3): 689-718), at 691, n. 2., <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3000061/>.

WHEREAS, in the state of California, there is no minimum age to marry and no restrictions on the age differences between the two parties (e.g., between adult men and minor girls).

WHEREAS, in the state of California, limited reporting on Child Marriage statistics from the majority of counties has hampered the state's ability to track the prevalence of Child Marriage.

WHEREAS, Child Marriage in the United States is not confined to any religious or cultural group. American children of all backgrounds are at risk in California cities because the law permits marriage before the age of majority.

WHEREAS, the overwhelming evidence of adverse effects on the minor's well-being and the remaining risk of abusive relationships with older men calls for an "End Child Marriage Under 18 No Exceptions" law.

WHEREAS, the states of Delaware, New Jersey, Minnesota, Pennsylvania, Rhode Island, New York, Massachusetts, Vermont, Connecticut, Michigan, Washington, Virginia, New Hampshire, Maine, Missouri, and Oregon have already passed laws ending Child Marriage for all minors, without exception.

WHEREAS, the City of Laguna Hills has determined that it is a moral imperative and undeniably in the best public interest of the City to protect all minors from Child Marriage.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Laguna Hills, as follows:

1. The above recitals are hereby adopted by the City Council of the City of Laguna Hills.
2. The City Council hereby calls on the California State Legislature to introduce and pass legislation to "End Child Marriage Under 18, No Exceptions".
3. The City Council hereby calls on other California municipalities to pass resolutions showing their commitment to end Child Marriage.
4. The City Council hereby calls on the Orange County Registrar/Recorder/Clerk to proactively comply with Section 102356 of the California Health and Safety Code by sending aggregated data on all Child Marriages registered in the county each year to the State Registrar before January 31st of the following year; should there be no Child Marriages registered in the county, the City Council calls on the County

Registrar/Recorder/Clerk to proactively confirm this with the State Registrar. The City Council also calls on the County Registrar/Recorder/Clerk to make statistics on Child Marriage available to the public upon request, including the total number of Child Marriages in the county, as well as the ages and genders of the parties to those marriages.

5. The City Council hereby authorizes and directs the City Manager and authorized city personnel to publish on the city's website educational information regarding opposing the practice of Child Marriage. In so far as is necessary, the city manager and city staff shall collaborate with human rights nonprofits and organizations specializing in the aforementioned cause to produce such educational content.
6. The City Council hereby authorizes and directs the City Manager and authorized city personnel to publish on the city's social media platforms the aforementioned content.
7. The City Council hereby authorizes and directs that the City Manager and authorized city personnel shall make known to city residents the availability of the letter-writing campaign, to "End Child Marriage Under 18, No Exceptions" in California, sponsored by Global Hope 365.
8. The City Council hereby authorizes and directs that the City Manager and authorized city personnel shall make known to city residents the availability of other letter-writing campaigns designed to "End Child Marriage Under 18, No Exceptions" on a federal level.
9. This resolution shall take effect from and after its date of adoption.

THE FOREGOING RESOLUTION IS approved and adopted by the City Council of the City of Laguna Hills, _____ day of _____, 2026, by the following roll call vote:

[votes, signatures, and attestation of the city clerk]