City of Laguna Hills
City Council / Planning Agency

Don Caskey
Mayor

Jared Mathis
Mayor Pro Tempore

Erica Pezold
Council Member

Joshua Sweeney
Council Member

Dave Wheeler
Council Member

Regular Meeting Agenda
Tuesday, March 24, 2026 - 6:00 PM
(Closed Session at 5:00 p.m. when scheduled)

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

Teleconference Locations:
*Pursuant to Government Code Section 54953(b),
(1) Mayor Don Caskey will participate remotely via teleconference at the following publicly accessible location: 27182 Hidden Trail Road, Laguna Hills, CA 92653; and
(2) Council Member Joshua Sweeney will participate remotely via teleconference at the following publicly accessible location: Business Center at AC Hotel by Marriott Washington DC Capitol Hill Navy Yard, 867 New Jersey Ave SE, Washington, DC, 20003.

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 24, 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 24, 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.

Closed Session - Convening at 5:00 PM

Call to Order

Roll Call of City Council Members

Announcement of Closed Session Item(s)

A. Public Employment: Pursuant to Government Code Section 54957(b)(1), Title: Interim City Attorney.

Public Comments on Closed Session Item(s)

Members of the public may address the City Council only on closed session items listed on this Agenda. Public Comments are limited to three minutes per person, as determined by the Mayor, and a total time limit of thirty minutes.

Convene into Closed Session

Reconvene

Recess

General Business Convening at 6:00 PM

Call to Order

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

Invocation: Council Member Wheeler

Pledge of Allegiance: Council Member Pezold

Roll Call of City Council Members

Closed Session Report

1. Presentations and Proclamations

1.1 Laguna Hills High School Student Liaison Report

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

2. Schedule of Future Events

2.1 Schedule of Future Events

Recommendation: That the City Council receive and file the 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 March 10, 2026, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the March 10, 2026, Regular Meeting.

4.3 Ratification of March 24, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 27, 2026, to March 13, 2026, in the amount of $1,425,679.37.

4.4 Treasurer's Investment Report for February 2026

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

4.5 FY 25-27 Biennial Budget Amendments

Recommendation: That the City Council authorize the Finance Director to amend the FY 2025-2027 Biennial Budget by recognizing revenues and appropriating expenses related to encroachment permits, the Cabot Road Traffic Signal Improvements, the CR&R Donation, the Avenida de la Carlota Pavement Rehabilitation, the Principal Planner position, and the Paseo de Valencia Active Transportation Elements.

4.6 Approval of the Waste Infrastructure System Enterprise (WISE) Agreement with the County of Orange

Recommendation: That the City Council: 1. Approve the attached WISE Agreement with the County of Orange for municipal solid waste disposal rates and services; and 2. Authorize the City Manager, or designee, to execute the agreement on behalf of the City.

4.7 Approval of Amended and Restated NPDES Stormwater Permit Implementation Agreement

Recommendation: That the City Council: 1. Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively called Permittees); and 2. Authorize the Mayor to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

4.8 Authorization to Submit Request for Schedule Adjustment – Paseo de Valencia Regional Traffic Signal Synchronization Program (RTSSP) Project

Recommendation: That the City Council authorize the Assistant City Manager to submit a request to the Orange County Transportation Authority (OCTA) to revise the project schedule for the Paseo de Valencia – Moulton Parkway Confluence Bypass Corridor Regional Traffic Signal Synchronization Program Project, including shifting the Ongoing Maintenance and Monitoring (O&M) phase to January 2027 (FY 2026/27).

4.9 Development Application Status Report

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

4.10 2025 General Plan Annual Progress Report

Recommendation: That the City Council approve and direct Staff to forward the 2025 General Plan Annual Progress Report and Housing Element Annual Progress Report-Housing Implementation to the Governor's Office of Land Use and Climate Innovation (LCI) and the State Department of Housing and Community Development (HCD).

4.11 First Amendment to Lease Agreement with Serenity Escrow, Inc. for 24031 El Toro Road, Suite 300, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the proposed First Amendment to the Lease Agreement with Serenity Escrow, Inc., a California corporation, for 24031 El Toro Road, Suite 300, Laguna Hills, California; and 2. Authorize the City Manager to execute the agreement.

4.12 Arbor Day Proclamation

Recommendation: That the City Council authorize the Mayor to sign the attached Arbor Day Proclamation as required by the Arbor Day Foundation for the Tree City USA Certification.

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 Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0216-2025, a request by John Loper, on behalf of Laguna Hills Investment Company, for Approval of an Amendment to the Oakbrook Village Master Sign Program to Accommodate a New Freeway Pylon Sign Located at 24231 – 24321 Avenida de la Carlota.

Recommendation: That the Planning Agency:

Conduct a public hearing;

1) Find and determine that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15311(a) of Title 14, Chapter 3 of the California Code of Regulations (Class 11, Accessory Structures);

2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0216-2025, a Request by John Loper, on behalf of Laguna Hills Investment Company for Approval of an Amendment to the Oakbrook Village Master Sign Program to Accommodate a New Freeway Pylon Sign Located at 24231 – 24321 Avenida de la Carlota, and Finding the Project Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311 (Class 11, Accessory Structures) of the State CEQA Guidelines.

5.6 Planning Agency Adjournment

6. Administrative Reports

6.1 City Manager

6.2 Assistant City Manager

6.2.1 Proposed Closures of Southbound Cabot Road by Southern California Gas Company

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

6.3 Community Services Director

6.3.1 City of Laguna Hills Banner Program

Recommendation: That the City Council discuss and provide direction on the proposed banner program framework and banner designs.

6.3.2 City of Laguna Hills America250

Recommendation: That the City Council approve the plans for America250 in Laguna Hills.

7. Matters Agendized and Presented by City Council Members

7.1 Discussion of a Proposed City Council Policy Establishing A City Council Meeting Curfew

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

8. City Council Member Committee Reports

8.1 Village at Laguna Hills Ad-Hoc Committee Update Report

Recommendation: That the City Council receive and file the oral report from Mayor Caskey and Mayor Pro Tem Mathis.

9. City Council Member Comments

Adjournment

The next Regular Meeting of the City Council/Planning Agency will be April 14, 2026, at 6:00p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, KAREN HAMMAN, Interim City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and Knotty Pine Park by March 20, 2026, at 5:00p.m.

Karen Hamman

Karen Hamman, MMC
Interim 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.

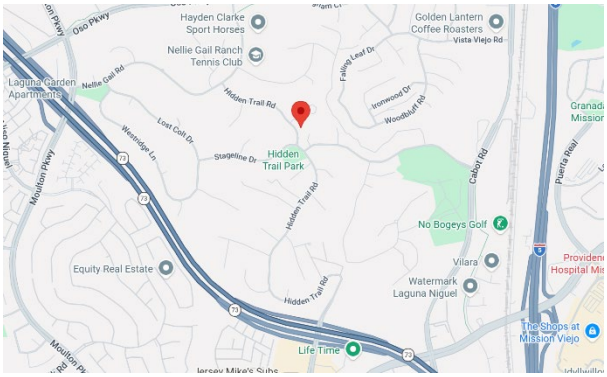
Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours. In

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.

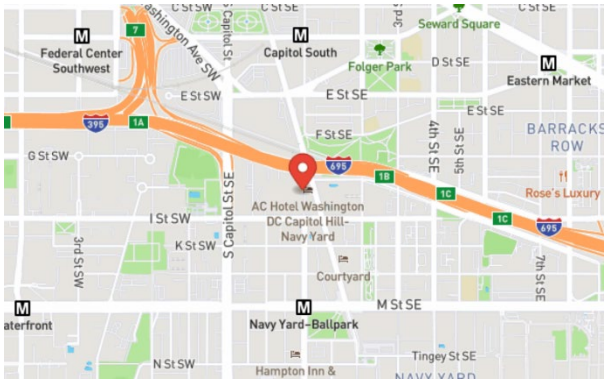
City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.

Teleconference Location Maps
Pursuant to Government Code Section 54953(b):

Don Caskey, Mayor
27182 Hidden Trail Road
Laguna Hills, CA 92653



Joshua Sweeney, Council Member
AC Hotel by Marriott Washington DC
Capitol Hill Navy Yard
867 New Jersey Ave SE,
Washington, DC, 20003



City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From:
Issue: Laguna Hills High School Student Liaison Report

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

Background:

Fiscal Impact:

Attachments:
None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 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, April 14th, 6:00 p.m., Laguna Hills Civic Center Council Chamber
Tuesday, April 28th, 6:00 p.m., Laguna Hills Civic Center Council Chamber

Parks & Recreation Commission Regular Meeting
Wednesday, April 1st, 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:

Excursion to Natural History Museum of LA County & Griffith Observatory
Friday, March 27th, 2:00 p.m. – 10:00 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

Excursion to 4th Annual Citrus Festival
Saturday, March 28th, 12:30 p.m. – 7:00 p.m., meet at the Laguna Hills Community Center

Book to Movie Club
Wednesday, April 1st, 5:30 p.m., Laguna Hills Community Center Heritage Room C

Storytime Adventures
Thursday, April 2nd, 10:30 a.m., Laguna Hills Community Center Heritage Room A

Excursion to Watts Towers
Saturday, April 4th, 9:30 a.m. – 5:00 p.m., meet at the Laguna Hills Community Center

Excursion to Broad Museum & Grand Central Market
Friday, April 10th, 2:00 p.m. – 10:00 p.m., meet at the Laguna Hills Community Center

Attachments:

1. Event and Activities Flyer(s)

Excursion to Natural History Museum of Los Angeles County & Griffith Observatory





Explore science, nature, and the wonders of the universe with an exciting outing to the Natural History Museum of Los Angeles County and the Griffith Observatory. This experience combines hands-on learning with iconic Los Angeles landmarks, offering something for explorers of all interests. Together, these destinations create a memorable and educational experience that blends natural history, science, and breathtaking views. Bring plenty of water, snacks and a sack lunch or purchase at food 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# 2113

3/27 2:00PM-10:00PM Friday

Fee: Resident $25, Non-Resident $30

Like us on at www.facebook.com/lagunahillscc

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

lagunahillsca.gov
949.707.2680

FINANCIAL PARTNERS CREDIT UNION

Thank you to our sponsors!

KIDZ MODERN DENTISTRY
PEDIATRIC SPECIALIST

Excursion to 4th Annual Citrus Festival



Come enjoy a day of fun as we celebrate the height of the citrus season by visiting the California Citrus State Historic Park in Riverside for their 4th Annual Citrus Festival. The Citrus Festival will feature a variety of citrus tastings, cultural and educational booths, craft vendors, cooking demonstrations, live music, hands-on activities, and an array of food and beverages options. California Citrus State Historic Park is an open-air museum that interprets the historic cultural landscape of the citrus industry. The park covers over 250 acres and features groves of citrus trees, historic buildings, interpretive exhibits, guided tours, and opportunities for recreation such as picnicking and hiking. 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# 2136

3/28 12:30PM-7:00 PM Saturday

Fee: Resident $25, Non-Resident $30

Like us on at www.facebook.com/lagunahillscc

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

The Laguna Hills Community Center
and Laguna Hills Library Present



BOOK TO MOVIE CLUB

April Book to Movie:
Ernest Cline's *Ready Player One*



5:30 PM Discussion
6:30 PM Movie

1st Wednesday of Every Month

Public Libraries
Open Doors. Free Access. Community.

25555 Alicia Pkwy

Laguna Hills Community Center &
Laguna Hills Technology Library Present



Kids Storytime Adventures!

Every first Thursday of the month
10:30am - 12:00 pm

25555 Alicia Pkwy
Laguna Hills, CA 92653

Public Libraries
Open Doors. Free Access. Community.

No registration required!

Excursion to Watts Towers





Experience one of Los Angeles' most unique landmarks with an outing to the Watts Towers, a striking work of folk art and architectural creativity. Built by Italian immigrant Simon Rodia over more than 30 years, the towers rise nearly 100 feet and are constructed from steel, mortar, and an imaginative mix of glass, tiles, seashells, and found objects. Bring plenty of water, snacks and a sack lunch or purchase at food eateries near the venue. 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# 2112

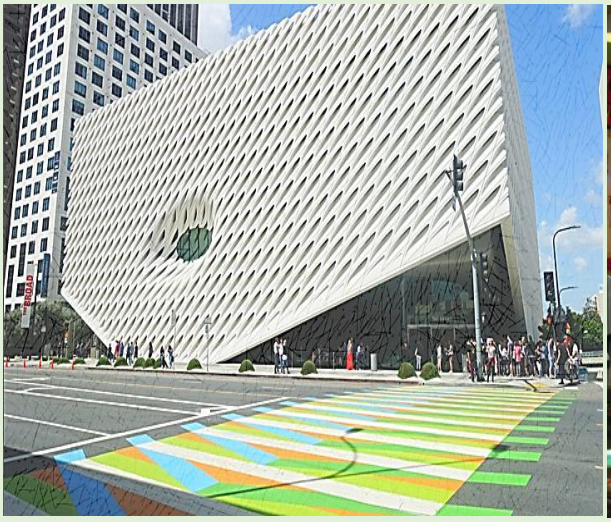
4/4 9:30AM-5:00PM Saturday

Fee: Resident $25, Non-Resident $30

Like us on at www.facebook.com/lagunahillscc

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

Excursion to The Broad & Grand Central Market





The Broad's award-winning architecture houses a contemporary art museum in Los Angeles that was established in 2015. View the floor galleries, which display a robust and changing selection of artworks from the Broad collection and exhibitions. Next, we will stop at the historic landmark, Grand Central Market the largest and oldest public market located in the heart of Los Angeles. Participants meet at the Laguna Hills Community Center where City staff will provide transportation. **No refunds or transfers for this event.**

Class# 2137

4/10 2:00PM-10:00PM Friday

Fee: Resident $25, Non-Resident $30

Like us on at www.facebook.com/lagunahillscc

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

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From:
Issue: Approval of Minutes for March 10, 2026, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the March 10, 2026, Regular Meeting.

Background:

Fiscal Impact:

Attachments:

1. Minutes - Tuesday, March 10, 2026, Regular Meeting

LAGUNA HILLS MINUTES

City Council/Planning Agency Regular Meeting

March 10, 2026

A Regular Meeting of the City Council / Planning Agency of the City of Laguna Hills, California, was called to order by Mayor Caskey at 6:00 p.m., on March 10, 2026, at the City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

A complete copy of the agenda for the meeting containing all items as shown herein was posted by 5:00 p.m. on March 6, 2026, on the outdoor bulletin board at Laguna Hills City Hall. A copy was also posted at Laguna Hills Community Center, and Knotty Pine Park.

Invocation: Scott Miller

Pledge of Allegiance: Mayor Pro Tempore Mathis

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:	None

1. Presentations and Proclamations

There were no presentations or proclamations.

2. Schedule of Future Events

Community Services Director Gannon announced the upcoming meetings and events.

3. Public Comments

The following individuals provided public comments on non-agendized items:

Peyton Edberg, Laguna Hills High School Student Liaison.

Rima Nashashibi, Commissioner, OC Commission on the Status of Women and Girls.

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.

Motion made by Mayor Pro Tempore Mathis, seconded by Council Member Sweeney, to approve the Consent Calendar as outlined below.

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSTAIN: None

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

Waived reading in full of all ordinances and resolutions on the agenda and declared 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

Approved the City Council Minutes for the February 5, 2026, Special Meeting.

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

Approved the City Council Minutes for the February 24, 2026, Special Meeting.

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

Approved the City Council/Planning Agency Minutes for the February 24, 2026, Regular Meeting.

4.5 Ratification of March 10, 2026, Warrant Register

Ratified the accompanying Warrant Register for the period from February 13, 2026, to February 26, 2026, in the amount of $741,572.43.

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)

(1) Approved 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) Authorized 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 CONENT CALENDAR

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

Motion made by Council Member Wheeler, seconded by Council Member Pezold, to 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. Authorized 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.

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSTAIN: None

8. Matters Agendized and Presented by City Council Members

Mayor Caskey took Item 8.1 out of order on the Agenda.

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

Rima Nashashibi, Commissioner, OC Commission on the Status of Women and Girls, answered the City Council Members questions.

Motion made by Council Member Wheeler, seconded by Council Member Pezold, to 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."

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES: 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 7:01 p.m.

5.1 Roll Call of Planning Agency Members

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

Absent: None

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 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

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

Chair Caskey opened the public hearing.

Project applicant Daniel Avdee with Manifest Behavioral Health, responded to Agency Member requests for additional information and agreed to abide by the proposed conditions of approval on the project.

Project applicant Jeffrey Conroy, consultant with Manifest Behavioral Health, responded to Agency Member requests for additional information and agreed to abide by the proposed conditions of approval on the project.

Contract Planner Yee 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.

Chair Caskey closed the public hearing and upon seeing another public speaker, reopened the public hearing.

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

Project applicant Daniel Avdee, with Manifest Behavioral Health, responded to Agency Member requests for additional information.

Project applicant Jeffrey Conroy, consultant with Manifest Behavioral Health, responded to Agency Member requests for additional information.

Chair Caskey closed the public hearing.

Motion made by Council Member Sweeney, seconded by Mayor Pro Tempore Mathis to:

1. 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

2. 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."

   On roll call, said motion carried by the following vote:

AYES:	Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES:	None
ABSTAIN:	None

5.6 Planning Agency Adjournment

Chair Caskey adjourned the Planning Agency Meeting at 7:06 p.m. and reconvened the City Council Meeting.

6. City Council Public Hearings

There were no City Council public hearings.

7. Administrative Reports

7.1 City Manager

7.1.1 Proposed Economic Development Program for the City of Laguna Hills

Motion made by Mayor Pro Tempore Mathis, seconded by Council Member Sweeney, to approve the proposed Economic Development Program.

On roll call, said motion carried by the following vote:

AYES:	Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES:	None
ABSTAIN:	None

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

Motion made by Council Member Sweeney, seconded by Mayor Pro Tempore Mathis, to 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."

On roll call, said motion carried by the following vote:

AYES:	Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES:	None
ABSTAIN:	None

7.2 Finance Director

7.2.1 Update to Salary Range for City Clerk Position

Motion made by Mayor Pro Tempore Mathis, seconded by Council Member Sweeney, to 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."

On roll call, said motion carried by the following vote:

AYES:	Caskey, Mathis, Sweeney, Wheeler
NOES:	None
ABSTAIN:	Pezold

7.2.2 Retired Annuitant Employment Agreement

Motion made by Council Member Sweeney, seconded by Mayor Pro Tempore Mathis, to 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.”

On roll call, said motion carried by the following vote:

AYES:	Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES:	None
ABSTAIN:	None

7.3 Assistant City Manager

7.3.1 Review of Streetlight Banner Program Expenses and Locations

Motion made by Council Member Wheeler, seconded by Mayor Pro Tempore Mathis, to direct staff to come back to the City Council with a Banner Program plan for America250.

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Pezold, Sweeney, Wheeler
NOES: None
ABSTAIN: None

7.3.2 CIP 101: Biennial Citywide Local Street Rehabilitation Project Update

That the City Council receive and file the report.

A motion to receive and file the item was moved by Council Member Sweeney, seconded by Mayor Pro Tempore Mathis.

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Sweeney, Wheeler
NOES: None
ABSTAIN: Pezold

7.4 Community Development Director

There was no administrative report from the Community Development Director.

7.5 Community Services Director

7.5.1 2026-2028 Memorial Day Race Medal Series Designs

Motion made by Mayor Pro Tempore Mathis, seconded by Council Member Sweeney, to approve the medal series design with suggested changes to the 2027 medal.

On roll call, said motion carried by the following vote:

AYES: Caskey, Mathis, Sweeney, Wheeler
NOES: None
ABSTAIN: Pezold

7.6 Chief of Police Services

There was no administrative report from the Chief of Police Services.

9. City Council Member Committee Reports

Mayor Caskey
Announced that he attended a SCAG policy committee meeting and will report on this at a later date.

10. City Council Member Comments

Mayor Caskey
Thanked Jessica Cardenas, Georgia Shepherd, Salmien Hassankhail, and Joe Ames for stepping up to help during the City Clerk vacancy.

Council Member Wheeler
Provided a handout and commented on a Multiple Dwelling Unit Approval Flow Process.

Council Member Sweeney
Motion made by Council Member Sweeney, seconded by Mayor Pro Tem Mathis, to agendaize an item for a future City Council meeting to establish a guideline for the length of council meetings.

He also thanked Orange County Sheriff's Department and Sergeant Avalos for their hard work.

Council Member Pezold
Expressed concerns with landscaping around the city.

Adjournment

There being no further business to come before the City Council at this session, Mayor Caskey declared the meeting adjourned at 10:26 p.m.

_____
Joe Ames, Acting City Clerk

ATTEST:

_____
Don Caskey, Mayor

Approved at meeting of March 24, 2026

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Ratification of March 24, 2026 Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 27, 2026, to March 13, 2026, in the amount of $1,425,679.37.

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 27, 2026, to March 13, 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 $1,425,679.37.

Attachments:

1. Warrant Register - March 24, 2026
2. Payables Detail Report - March 24, 2026

Warrant Register - March 24, 2026

City of Laguna Hills, CA

By Check Number

Date Range: 02/27/2026 - 03/13/2026

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
6308	A-0377	ACTION WELDING CORP	03/05/2026	2,070.00
6309	A-0359	ARDURRA GROUP, INC.	03/05/2026	14,360.85
6310	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	03/05/2026	3,644.70
6311	D-0583	DMS FACILITY SERVICES, LLC	03/05/2026	299.25
6312	D-0584	DVDCREATIVE	03/05/2026	41,955.00
6313	E-0504	EL TORO WATER DISTRICT	03/05/2026	14,815.95
6314	G-0879	GRAYMAR ENVIRONMENTAL SERVICES LLC	03/05/2026	2,600.90
6315	J-1057	JAMEY CLARK, INC.	03/05/2026	3,045.92
6316	J-1057	JAMEY CLARK, INC.	03/05/2026	585.00
6317	O-1613	ONTARIO REFRIGERATION SERVICE, INC.	03/05/2026	1,957.00
6318	P-1856	PARADISE DRINKING WATER	03/05/2026	224.25
6319	Q-1717	QUADIENT FINANCE USA, INC.	03/05/2026	36.00
6320	R-1977	RJ ELECTRIC	03/05/2026	997.08
6321	S-2323	SOUTH COAST FAMILY MEDICAL CENTER, INC.	03/05/2026	173.00
6322	S-1904	SOUTHERN CALIFORNIA EDISON	03/05/2026	135.33
6323	T-2712	TOTAL SOURCE OFFICEWORKS	03/05/2026	116.29
6324	T-2698	TPX COMMUNICATIONS	03/05/2026	840.50
6325	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	03/05/2026	388.29
6326	W-2337	WEST COAST ARBORISTS, INC.	03/05/2026	1,930.00
6327	A-0169	A-1 FENCE COMPANY	03/13/2026	10,145.00
6328	A-0388	ABTECH TECHNOLOGIES, INC.	03/13/2026	15,740.00
6329	A-0138	ALL CITY MANAGEMENT, INC.	03/13/2026	5,496.32
6330	A-0392	AQUATICO	03/13/2026	795.00
6331	A-0360	ARC DOCUMENT SOLUTIONS, LLC	03/13/2026	742.40
6332	A-0359	ARDURRA GROUP, INC.	03/13/2026	3,219.75
6333	A-0397	AWARDS BY PAUL	03/13/2026	211.19
6334	Z-CS-0521	BEATRIZ MENDEZ	03/13/2026	500.00
6335	B-0222	BILL'S SOUND AND SECURITY	03/13/2026	795.00
6336	B-0460	BLUETRITON BRANDS INC	03/13/2026	29.66
6337	W-2453	CAROLYN WOJCIECHOWSKI	03/13/2026	168.00
6338	C-1144	CHARLES ABBOTT ASSOCIATES, INC	03/13/2026	22,415.29
6339	C-1021	CIVIC SOLUTIONS, INC.	03/13/2026	17,122.50
6340	C-1190	COUNTY OF ORANGE	03/13/2026	908.00
6341	C-1122	CROSSTOWN ELECTRICAL AND DATA, INC.	03/13/2026	27,362.45
6342	C-1231	CSG CONSULTANTS, INC	03/13/2026	11,005.50
6343	D-0523	DUDEK	03/13/2026	1,781.25
6344	E-0554	ECONOMICS, INC.	03/13/2026	13,525.81
6345	K-1206	FARROKH MOSHFEGH	03/13/2026	1,554.00
6346	F-0725	FASTSIGNS OF LAKE FOREST	03/13/2026	317.87
6347	Z-CD-0544	HERMAN'S ROOFING	03/13/2026	780.00
6348	I-0942	IRVINE RANCH WATER DISTRICT	03/13/2026	136.09
6349	J-1057	JAMEY CLARK, INC.	03/13/2026	3,450.00
6350	H-0959	JOHN HABASH	03/13/2026	73.50
6351	L-1399	JORGE LUNA	03/13/2026	240.00
6352	K-1208	KDM MERIDIAN	03/13/2026	2,602.50
6353	L-1395	LIVING INTERIORS	03/13/2026	159.00
6354	L-1397	LYONS SECURITY SERVICE, INC.	03/13/2026	787.50
6355	M-1486	MAIN GRAPHICS	03/13/2026	120.75
6356	M-1609	MITSUBISHI ELECTRIC US, INC.	03/13/2026	450.00
6357	M-1388	MOBILE MINI, INC.	03/13/2026	341.83
6358	M-1302	MOULTON NIGUEL WATER DISTRICT	03/13/2026	223.92
6359	N-1504	NATIONAL DEMOGRAPHICS, INC	03/13/2026	64,000.00
6360	O-1611	OC ATAC	03/13/2026	160.00

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
6361	O-1617	OCY MANAGEMENT, LLC	03/13/2026	4,324.00
6362	O-1613	ONTARIO REFRIGERATION SERVICE, INC.	03/13/2026	2,659.00
6363	O-1618	OPPENHEIMER INVESTIGATIONS GROUP LLP	03/13/2026	9,432.38
6364	C-1003	ORANGE COUNTY TREASURER-TAX COLLECTOR	03/13/2026	2,733.00
6365	P-1860	PRECISION CONCRETE CUTTING	03/13/2026	27,899.29
6366	R-1999	REDNECK RODEO	03/13/2026	3,000.00
6367	G-0874	ROBERTA GEIER	03/13/2026	134.40
6368	S-2322	SAGECREST PLANNING AND ENVIRONMENTAL	03/13/2026	3,736.60
6369	S-1902	SAN DIEGO GAS AND ELECTRIC	03/13/2026	12,615.46
6370	S-2319	SCA OF CA, LLC	03/13/2026	14,450.73
6371	S-2331	SKYLINE PEST CONTROL	03/13/2026	360.00
6372	S-1904	SOUTHERN CALIFORNIA EDISON	03/13/2026	5,683.40
6373	S-1904	SOUTHERN CALIFORNIA EDISON	03/13/2026	15,134.61
6374	S-1904	SOUTHERN CALIFORNIA EDISON	03/13/2026	15.63
6375	M-1617	TALIA MARKISON	03/13/2026	44.08
6376	T-2712	TOTAL SOURCE OFFICEWORKS	03/13/2026	1,016.25
6377	T-2720	TURBO SPORTS ALLIANCE LLC	03/13/2026	226.80
6378	V-2224	VERIZON WIRELESS	03/13/2026	1,485.23
6379	W-2451	W.G. ZIMMERMAN ENGINEERING, INC.	03/13/2026	5,961.00
6380	Z-CD-0381	WESTERN ROOFING SYSTEMS	03/13/2026	705.00
			Total Regular:	**409,152.25**

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0003347	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX COLLECTOR	03/12/2026	1,009,219.12
DFT0003355	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	03/12/2026	7,308.00
			Total Bank Draft:	**1,016,527.12**

Bank Code 1 - General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	73	0.00	409,152.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,016,527.12
EFT's	0	0	0.00	0.00
	97	**75**	**0.00**	**1,425,679.37**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	95	73	0.00	409,152.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,016,527.12
EFT's	0	0	0.00	0.00
	97	**75**	**0.00**	**1,425,679.37**

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	3/2026	1,425,679.37
			1,425,679.37

City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 02/27/2026 - 03/13/2026

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
03/05/2026	EL TORO WATER DISTRICT	013126	Water Usage, Public Works, Jan '26	100-355-635000	14,815.95
03/05/2026	GRAYMAR ENVIRONMENTAL SERVICES LLC	021126FON-OCS	Biohazard Cleanup, 2/11/26	100-420-720000	1,283.30
03/05/2026	GRAYMAR ENVIRONMENTAL SERVICES LLC	022026FON-OCS	Biohazard Cleanup, 2/20/26	100-420-720000	1,317.60
03/05/2026	SOUTHERN CALIFORNIA EDISON	022326 - Acct #70007600	Utilities - Electric, 1/2/26 - 2/22/26	100-356-631400	135.33
03/05/2026	QUADIENT FINANCE USA, INC.	022426	Postage Annual Fee, Feb '26	100-195-623000	36.00
03/05/2026	ARDURRA GROUP, INC.	180476	Engineering Services, Dec '25	100-355-700250	6,257.25
03/05/2026	ARDURRA GROUP, INC.	180906	Engineering Services, Jan '26	100-355-700250	8,103.60
03/05/2026	ACTION WELDING CORP	18309	Parks Contract Repair, Feb '26	100-355-720701	2,070.00
03/05/2026	TPX COMMUNICATIONS	189517716-0	Communications Expense, 2/23/26 - 3/22/26	100-195-630000	840.50
03/05/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	220260402	Ticket Charges, Feb '26	100-355-720401	341.10
03/05/2026	WEST COAST ARBORISTS, INC.	240456	Tree Trimming Services, 2/1/26 - 2/15/26	100-355-720702	1,930.00
03/05/2026	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	25-262866	State Fee for Regulatory Costs, Feb	100-355-720401	47.19
03/05/2026	SOUTH COAST FAMILY MEDICAL CENTER, INC.	3006	Recruitment, Feb '26	100-195-617000	173.00
03/05/2026	PARADISE DRINKING WATER	391721	Operating Supplies, 1/24/26 -	100-195-622000	224.25
03/05/2026	TOTAL SOURCE OFFICEWORKS	41089	Operating Supplies, Feb '26	100-195-622000	116.29
03/05/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	4296-26-002	Traffic Signal Maintenance, Feb '26	100-356-720420	3,644.70
03/05/2026	RJ ELECTRIC	64548	Electric Repairs, Mandeville Park, Feb '26	100-355-720701	997.08
03/05/2026	JAMEY CLARK, INC.	77552	Park Repairs, Public Works, Feb '26	100-355-720701	316.17
03/05/2026	JAMEY CLARK, INC.	77569	Park Repairs, Public Works, Mar '26	100-355-720701	1,625.75
03/05/2026	JAMEY CLARK, INC.	77570	Graffiti Removal, Public Works, Mar '26	100-355-720500	576.00
03/05/2026	JAMEY CLARK, INC.	77571	Park Repairs, Public Works, Mar '26	100-355-720701	288.00
03/05/2026	JAMEY CLARK, INC.	77572	Park Repairs, Public Works, Mar '26	100-355-720701	240.00
03/05/2026	JAMEY CLARK, INC.	77580	Graffiti Removal, Public Works, Feb	100-355-720500	585.00
03/05/2026	ONTARIO REFRIGERATION SERVICE, INC.	C12221	HVAC Repairs, Jan '26	100-355-645500	1,957.00
03/05/2026	DMS FACILITY SERVICES, LLC	STL-005497	Landscape Services, Jan '26	100-355-720700	299.25
03/12/2026	HIGH LEVEL SECURITY SOLUTIONS, INC.	6053	Private Security Patrol, 2/23/26 - 3/8/26	100-420-720850	7,308.00
03/12/2026	OCSD LAW ENFORCEMENT CONTRACT. OC TREASURER-TAX	SH 73701	Law Enforcement Services, Mar '26	100-420-720800	1,009,219.12
03/13/2026	SOUTHERN CALIFORNIA EDISON	030226 - Acct #70023450	Utilities - Electric, 1/14/26 - 3/1/26	100-355-631000	800.67
03/13/2026	SOUTHERN CALIFORNIA EDISON	030226 - Acct #70023450	Utilities - Electric, 1/14/26 - 3/1/26	100-356-631400	14,333.94
03/13/2026	IRVINE RANCH WATER DISTRICT	030326	Utilities - Water, 2/2/26 - 3/2/26	100-355-635000	136.09
03/13/2026	SAN DIEGO GAS AND ELECTRIC	030326	Utilities - Electric, 2/1/26 - 2/28/26	100-356-631400	12,615.46
03/13/2026	SOUTHERN CALIFORNIA EDISON	030426 - Acct #70016247	Utilities - Electric, 1/2/26 - 3/1/26	100-355-631000	132.92
03/13/2026	SOUTHERN CALIFORNIA EDISON	030426 - Acct #70016247	Utilities - Electric, 1/2/26 - 3/1/26	100-356-631400	1,407.72
03/13/2026	SOUTHERN CALIFORNIA EDISON	030426 - Acct #70016247	Utilities - Electric, 1/1/26 - 1/31/26	100-356-631900	4,142.76
03/13/2026	MOULTON NIGUEL WATER DISTRICT	030526	Utilities - Water, 2/10/26 - 2/24/26	100-355-635000	223.92
03/13/2026	SOUTHERN CALIFORNIA EDISON	030526 - Acct #70069730	Utilities - Electric, 2/3/26 - 3/4/26	100-356-631400	15.63
03/13/2026	TALIA MARKISON	031026	Mileage Reimbursement, Feb '26	100-225-611000	44.08
03/13/2026	FARROKH MOSHFEGH	031026	Karate, Feb '26	100-310-721500	1,554.00
03/13/2026	CAROLYN WOJCIECHOWSKI	031026	Line Dancing Instruction, Feb '26	100-310-721500	168.00
03/13/2026	ROBERTA GEIER	031026	Ballroom Dancing, Feb '26	100-310-721500	134.40
03/13/2026	JOHN HABASH	031026	Clogging Instruction, Feb '26	100-310-721500	73.50
03/13/2026	TURBO SPORTS ALLIANCE LLC	031026	Volleyball, Feb '26	100-310-721500	226.80

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
03/13/2026	OC ATAC	031226	Orange County ATAC Awards Ceremony, 4/8/26	100-420-611000	160.00
03/13/2026	BLUETRITON BRANDS INC	06B8710008221	Operating Supplies, Comm Ctr, 1/25/26 - 2/24/26	100-310-622000	29.66
03/13/2026	REDNECK RODEO	081426	Summer Concert Series, 50% Deposit, FY 26/27	100-000-140000	3,000.00
03/13/2026	BEATRIZ MENDEZ	101420199	Refund, Facility Deposit, R #93997162	100-000-222000	500.00
03/13/2026	CIVIC SOLUTIONS, INC.	107840	Consultant Services, USE-0166-2023, Jan '26	100-000-223000	10,491.00
03/13/2026	CIVIC SOLUTIONS, INC.	107841	Contract Staffing Services, Jan '26	100-225-720512	39.00
03/13/2026	CIVIC SOLUTIONS, INC.	107842	Consultant Services, USE-0231-2025, Jan '26	100-000-223000	117.00
03/13/2026	CIVIC SOLUTIONS, INC.	107843	Consultant Services, USE-0216-2025, Jan '26	100-000-223000	624.00
03/13/2026	ARC DOCUMENT SOLUTIONS, LLC	13022851	Printing Services, USE-0239-2025, Jan '26	100-000-223000	742.40
03/13/2026	CIVIC SOLUTIONS, INC.	13126	Consultant Services, USE-0209-2025, Jan '26	100-000-223000	5,851.50
03/13/2026	MAIN GRAPHICS	167477	Business Cards, Mar '26	100-155-623000	120.75
03/13/2026	ARDURRA GROUP, INC.	181566	Engineering Services, Feb '26	100-355-700250	3,219.75
03/13/2026	NATIONAL DEMOGRAPHICS, INC	1898	Districting Project, FY 25/26	100-155-700030	51,000.00
03/13/2026	NATIONAL DEMOGRAPHICS, INC	1899	Districting Project, FY 25/26	100-155-700030	13,000.00
03/13/2026	FASTSIGNS OF LAKE FOREST	2016-22777	Hoppin' Hills Banners, Mar '26	100-310-624500	317.87
03/13/2026	DUDEK	202601689	Professional Svcs, USE-0166-2023, 12/27/25-1/23/26	100-000-223000	1,781.25
03/13/2026	ABTECH TECHNOLOGIES, INC.	206555C-CM	Credit for Managed IT Services, 7/1/25-12/31/25	100-195-700090	(2,840.00)
03/13/2026	JORGE LUNA	2169	Cabling, Oct '25	100-195-700090	240.00
03/13/2026	A-1 FENCE COMPANY	23704	Replace Fence Panels, Feb '26	100-355-720701	10,145.00
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-972	On-Call Engineer Services, Feb '26	100-355-700250	1,280.00
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-974	On-Call Engineer Services, Feb '26	100-355-700250	1,474.00
03/13/2026	AQUATICO	372-294	Fountains/Water Features Maintenance, Mar '26	100-310-645500	795.00
03/13/2026	SKYLINE PEST CONTROL	377498	Pest and Rodent Control, Feb '26	100-310-645500	360.00
03/13/2026	LYONS SECURITY SERVICE, INC.	40509	Event Security, Permit #4821, 3/6/26	100-310-690501	300.00
03/13/2026	LYONS SECURITY SERVICE, INC.	40510	Event Security, Permit #4132,	100-310-690501	487.50
03/13/2026	TOTAL SOURCE OFFICEWORKS	41056	Operating Supplies, Feb '26	100-195-622000	196.85
03/13/2026	TOTAL SOURCE OFFICEWORKS	41163	Operating Supplies, Mar '26	100-195-622000	478.95
03/13/2026	TOTAL SOURCE OFFICEWORKS	41164	Operating Supplies, Mar '26	100-310-622000	340.45
03/13/2026	BILL'S SOUND AND SECURITY	47664	Fire Alarm Inspection/Testing, Feb '26	100-310-630000	795.00
03/13/2026	MITSUBISHI ELECTRIC US, INC.	560152	Elevator Maintenance, Mar '26	100-310-645500	450.00
03/13/2026	SAGECREST PLANNING AND ENVIRONMENTAL	5605	Contract Staffing Services, Jan '26	100-225-720512	1,140.00
03/13/2026	SAGECREST PLANNING AND ENVIRONMENTAL	5606	Plan Check Fee, USE-0211-2025, Jan '26	100-000-223000	2,596.60
03/13/2026	AWARDS BY PAUL	60179	Award Plaques, Mar '26	100-420-622000	211.19
03/13/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6091 - 6137	Traffic Signal Maintenance & CIP #170, Feb '26	100-356-720420	10,411.22
03/13/2026	VERIZON WIRELESS	6136961546	Communications Expense, 1/26/26 - 2/25/26	100-195-630000	1,485.23
03/13/2026	CSG CONSULTANTS, INC	64805	Professional Svcs, USE-0239-2025, 12/27/25-1/30/26	100-000-223000	11,005.50
03/13/2026	CHARLES ABBOTT ASSOCIATES, INC	70053	Professional Services, Feb '26	100-225-700000	22,415.29
03/13/2026	JAMEY CLARK, INC.	77579	Janitorial Services, Feb '26	100-310-721505	3,450.00
03/13/2026	MOBILE MINI, INC.	9025675890	Storage Rental, Community Center, 2/26/26-3/25/26	100-310-641000	341.83
03/13/2026	OPPENHEIMER INVESTIGATIONS GROUP LLP	9214	Legal Services, Feb '26	100-155-700010	9,432.38
03/13/2026	KDM MERIDIAN	9723	Map Checking Services, Mar '26	100-355-700000	420.00
03/13/2026	KDM MERIDIAN	9724	Map Checking Services, Mar '26	100-355-700000	2,182.50
03/13/2026	HERMAN'S ROOFING	BLDR-0008-2026	BLDR-0008-2026, C&D Refund, REC-016062-2026	100-000-227001	780.00

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
03/13/2026	WESTERN ROOFING SYSTEMS	BLDR-0031-2026	BLDR-0031-2026, C&D Refund, REC-016135-2026	100-000-227001	705.00
03/13/2026	SCA OF CA, LLC	CA25006664	Street Sweeping Services, Feb '26	100-355-720401	503.44
03/13/2026	ONTARIO REFRIGERATION SERVICE, INC.	CM53006M	HVAC Maintenance, 3/1/26 - 5/31/26	100-310-645500	2,659.00
03/13/2026	ORANGE COUNTY TREASURER-TAX COLLECTOR	FEB 26	Parking Fee Surchage, Feb '26	100-420-720823	2,733.00
03/13/2026	ALL CITY MANAGEMENT, INC.	PS-INV104278	Crossing Guard Services, 2/15/26 - 2/28/26	100-420-720822	5,496.32
03/13/2026	COUNTY OF ORANGE	SH 73727	Fingerprint ID System Charges, Feb	100-420-720835	908.00
03/13/2026	LIVING INTERIORS	T89121	Interior Plantscape Services, Mar '26	100-310-645500	159.00
03/13/2026	ABTECH TECHNOLOGIES, INC.	W206555-IN	Managed IT Services, Dec '25	100-195-700090	9,570.00
03/13/2026	ABTECH TECHNOLOGIES, INC.	W206795-IN	Managed IT Services, Mar '26	100-195-700090	9,010.00
			Fund 100 - General Fund Total:		**1,303,869.75**
Fund: 210 - Gas Tax (HUTA) Fund					
03/13/2026	PRECISION CONCRETE CUTTING	26-0052	Sidewalk Repairs, CIP #106, Feb '26	210-000-790600	27,899.29
			Fund 210 - Gas Tax (HUTA) Fund Total:		**27,899.29**
Fund: 212 - Measure M2 Fund					
03/13/2026	SCA OF CA, LLC	CA25006664	Street Sweeping Services, Feb '26	212-355-720410	13,947.29
			Fund 212 - Measure M2 Fund Total:		**13,947.29**
Fund: 221 - Senior Mobility Program Fund					
03/13/2026	OCY MANAGEMENT, LLC	2406026	Senior Mobility Program, Feb '26	221-310-720000	4,324.00
			Fund 221 - Senior Mobility Program Fund Total:		**4,324.00**
Fund: 301 - CARITS Road Fee Program Fund					
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-973	Engineer Services, CIP #168, Feb '26	301-000-790600	1,713.50
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-975	Engineer Services, CIP #168, Feb '26	301-000-790600	1,493.50
			Fund 301 - CARITS Road Fee Program Fund Total:		**3,207.00**
Fund: 302 - CDBG Grant Fund					
03/13/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6091 - 6137	Traffic Signal Maintenance & CIP #170, Feb '26	302-000-790600	16,951.23
			Fund 302 - CDBG Grant Fund Total:		**16,951.23**
Fund: 306 - Waste & Recycling Fee Fund					
03/13/2026	ECONOMICS, INC.	2024.20	Professional Services, Recycling Program, Feb '26	306-355-700000	13,525.81
			Fund 306 - Waste & Recycling Fee Fund Total:		**13,525.81**
Fund: 311 - Quimby Act Park In-Lieu Fee (VALH) Fund					
03/05/2026	DVDCREATIVE	423358	El Conejo & Mackenzie Parks, CIP #241, Jan '26	311-000-790600	41,955.00
			Fund 311 - Quimby Act Park In-Lieu Fee (VALH) Fund Total:		**41,955.00**
Fund: 600 - Capital Improvement Projects Fund					
03/05/2026	DVDCREATIVE	423358	El Conejo & Mackenzie Parks, CIP #241, Jan '26	600-000-490311	(41,955.00)
03/05/2026	DVDCREATIVE	423358	El Conejo & Mackenzie Parks, CIP #241, Jan '26	600-252-950241	41,955.00
03/13/2026	PRECISION CONCRETE CUTTING	26-0052	Sidewalk Repairs, CIP #106, Feb '26	600-000-490210	(27,899.29)
03/13/2026	PRECISION CONCRETE CUTTING	26-0052	Sidewalk Repairs, CIP #106, Feb '26	600-251-950106	27,899.29
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-973	Engineer Services, CIP #168, Feb '26	600-000-490301	(1,713.50)
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-973	Engineer Services, CIP #168, Feb '26	600-251-950168	1,713.50
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-975	Engineer Services, CIP #168, Feb '26	600-000-490301	(1,493.50)
03/13/2026	W.G. ZIMMERMAN ENGINEERING,	26-02-975	Engineer Services, CIP #168, Feb '26	600-251-950168	1,493.50
03/13/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6091 - 6137	Traffic Signal Maintenance & CIP #170, Feb '26	600-000-490302	(16,951.23)
03/13/2026	CROSSTOWN ELECTRICAL AND DATA, INC.	6091 - 6137	Traffic Signal Maintenance & CIP #170, Feb '26	600-251-950170	16,951.23
			Fund 600 - Capital Improvement Projects Fund Total:		**-**
			Grand Total:		**1,425,679.37**

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	1,303,869.75
210 - Gas Tax (HUTA) Fund	27,899.29
212 - Measure M2 Fund	13,947.29
221 - Senior Mobility Program Fund	4,324.00
301 - CARITS Road Fee Program Fund	3,207.00
302 - CDBG Grant Fund	16,951.23
306 - Waste & Recycling Fee Fund	13,525.81
311 - Quimby Act Park In-Lieu Fee (VALH) Fund	41,955.00
600 - Capital Improvement Projects Fund	-
Grand Total:	**1,425,679.37**

Account Summary

Account Number	Account Name	Payment Amount
100-000-140000	Prepaid Items	3,000.00
100-000-222000	Refundable Deposits	500.00
100-000-223000	Plan Application Deposit	33,209.25
100-000-227001	Security Deposit - Waste	1,485.00
100-155-623000	Printing & Mailing	120.75
100-155-700010	Legal Services - General Counsel	9,432.38
100-155-700030	Professional Services - City Clerk	64,000.00
100-195-617000	Recruitment	173.00
100-195-622000	Operating Supplies	1,016.34
100-195-623000	Printing & Mailing	36.00
100-195-630000	Communications	2,325.73
100-195-700090	IT Contract Services & Support	15,980.00
100-225-611000	Training, Conferences, &	44.08
100-225-700000	Professional Services - Building &	22,415.29
100-225-720512	Contract Services	1,179.00
100-310-622000	Operating Supplies	370.11
100-310-624500	Printing & Advertising	317.87
100-310-630000	Communications	795.00
100-310-641000	Equipment Rentals & Leases	341.83
100-310-645500	Facility Maintenance & Repairs	4,423.00
100-310-690501	Facility Rentals -	787.50
100-310-721500	Contract Services - Programs	2,156.70
100-310-721505	Contract Services - Janitorial &	3,450.00
100-355-631000	Utilities - Electric	933.59
100-355-635000	Utilities - Water	15,175.96
100-355-645500	Facility Maintenance & Repairs	1,957.00
100-355-700000	Professional Services	2,602.50
100-355-700250	On-Call Services	20,334.60
100-355-720401	Other Public Works Maintenance	891.73
100-355-720500	Graffiti Removal	1,161.00
100-355-720700	Landscape Maintenance	299.25
100-355-720701	Parks Maintenance & Repairs	15,682.00
100-355-720702	Tree Maintenance	1,930.00
100-356-631400	MOE - Electric (Streetlights &	28,508.08
100-356-631900	MOE - Electric (On-Bill Financing)	4,142.76
100-356-720420	MOE - Traffic Signal Maintenance	14,055.92
100-420-611000	Training, Conferences, &	160.00
100-420-622000	Operating Supplies	211.19
100-420-720000	Contract Services	2,600.90
100-420-720800	Law Enforcement Contract	1,009,219.12
100-420-720822	Crossing Guard Services	5,496.32
100-420-720823	Parking Citation Processing	2,733.00
100-420-720835	Fingerprint Identification Services	908.00
100-420-720850	Private Security Patrol	7,308.00

Account Summary

Account Number	Account Name	Payment Amount
210-000-790600	Transfers Out to Capital	27,899.29
212-355-720410	Street Sweeping	13,947.29
221-310-720000	Contract Services	4,324.00
301-000-790600	Transfers Out to Capital	3,207.00
302-000-790600	Transfers Out to Capital	16,951.23
306-355-700000	Professional Services	13,525.81
311-000-790600	Transfers Out to Capital	41,955.00
600-000-490210	Transfers In from Gas Tax (HUTA)	(27,899.29)
600-000-490301	Transfers In from CARITS Road	(3,207.00)
600-000-490302	Transfers In from CDBG Grant	(16,951.23)
600-000-490311	Transfers In from Quimby Act	(41,955.00)
600-251-950106	Sidewalk Repairs	27,899.29
600-251-950168	Traffic Signal Improvements	3,207.00
600-251-950170	Access Ramps	16,951.23
600-252-950241	General Park Renovations	41,955.00
	Grand Total:	**1,425,679.37**

Project Account Summary

Project Account Key	Payment Amount
None	1,425,679.37
Grand Total:	**1,425,679.37**

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Eric Hendrickson, Finance Director
Issue: Treasurer's Investment Report for February 2026

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

Background:

The Treasurer's Investment Report for the month of February 2026 is submitted herewith. The City's total portfolio as of February 28, 2026, was $28,425,740. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled $28,347,310. Restricted cash and investments totaled $78,431, and is composed of fiscal agent funds for Civic Center property management purposes.

Interest income for the month of February was $81,576. Fiscal Year 2025/2026 year-to-date pooled cash interest earnings of $738,563 are 89% of the annual budget of $828,600.

The average yield on the City's total portfolio for the month of February was 3.81%, compared to the prior month of 3.84%. The slightly declining yield in February, as compared to the past few months, reflects a cautious approach by the Federal Reserve to continue rate cuts given the current status of the economy. The City has budgeted conservatively in its expectation of interest earnings, and has built slight rate reductions into the revenue forecast.

Fiscal Impact:

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

Attachments:

1. Treasurer's Report February 2026

City of Laguna Hills
Treasurer's Investment Report
February 2026

Pooled Cash & Investments	Current Month Market Value	Current Month Book Value	Prior Month Book Value	Current Month % of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
BMO Checking & Money Market Accounts	$ 6,451,196	$ 6,451,196	$ 7,620,760	23%	50%	3.54%
Petty Cash (City Hall)	500	500	500	0%	n/a	0.00%
Fiscal Agent Cash - Employee FSA	10,834	10,834	13,497	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	101,324	101,103	101,103	0%	100%	3.87%
Investment Trust of California (CalTRUST)	21,783,677	21,783,677	21,719,736	77%	100%	3.90%
	28,347,530	28,347,310	29,455,596	100%		3.82%
Restricted & Designated Cash						
Fiscal Agent Cash - Essex Civic Center Mgmt	78,431	78,431	54,644	n/a	n/a	0.00%
	78,431	78,431	54,644			0.00%
Totals	$ 28,425,961	$ 28,425,740	$ 29,510,241			3.81%

Pooled Cash & Investment - Interest Earnings

For the month of February 2026	$ 81,576
FY 2025-26 to Date	738,563
FY 2025-26 Budget	828,600

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on October 14, 2025. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.

Eric Hendrickson
Finance Director/Deputy City Treasurer

Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 2/28/2026

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	20,272,812.25	(1,150,894.84)	19,121,917.41
210-000-101210	Claim on Cash - Gas Tax (HUTA)	1,369,419.81	63,900.74	1,433,320.55
211-000-101211	Claim on Cash - Gas Tax (RMRA)	1,494,420.57	74,654.15	1,569,074.72
212-000-101212	Claim on Cash - Measure M2	265,480.19	(52,782.55)	212,697.64
214-000-101214	Claim on Cash - AB 2766	138,422.25	9,436.85	147,859.10
221-000-101221	Claim on Cash - Senior Mobility Program	298,935.03	(5,115.00)	293,820.03
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,212,424.76	(4,977.75)	1,207,447.01
302-000-101302	Claim on Cash - CDBG Grant	(194,295.00)	124,182.00	(70,113.00)
305-000-101305	Claim on Cash - Beverage Recycling	13,994.54	-	13,994.54
306-000-101306	Claim on Cash - Waste & Recycling Fee	42,036.14	(16,451.43)	25,584.71
307-000-101307	Claim on Cash - C&D Forfeited Deposits	436,530.18	-	436,530.18
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VALI	1,793,447.29	-	1,793,447.29
312-000-101312	Claim on Cash - CASp Fee	38,299.54	-	38,299.54
322-000-101322	Claim on Cash - Water Conservation	396,886.60	-	396,886.60
401-000-101401	Claim on Cash - Public Art	460,253.13	-	460,253.13
421-000-101421	Claim on Cash - SLESF	199,073.35	-	199,073.35
451-000-101451	Claim on Cash - Liability Self-Insurance	121,174.83	-	121,174.83
452-000-101452	Claim on Cash - Parks Equipment Maintenance	309,213.00	-	309,213.00
454-000-101454	Claim on Cash - Sports Complex Equipment Maint	66,200.46	-	66,200.46
455-000-101455	Claim on Cash - Community Center Equipment Ma	46,761.87	-	46,761.87
456-000-101456	Claim on Cash - Storm Drain / Slope Repair Reserv	29,097.04	-	29,097.04
TOTAL CLAIM ON CASH		28,810,587.83	(958,047.83)	27,852,540.00
	Reconciling items (outstanding checks and deposits in transit):			494,770.00
	Pooled Cash & Investments Book Value:			28,347,310.00

GENERAL FUND RESERVES (as of most recent audited year end 6/30/2025)

Fund Balance Type	
Nonspendable	284,567
Assigned	612,572
Unassigned	22,256,720
Total	**23,153,859**

BMO

BMO Bank N.A.
P.O. Box 755
Chicago, IL 60690
Toll Free: 1-877-895-3278

ACCOUNT NUMBER: [redacted]

STATEMENT PERIOD
02/01/26 TO 02/28/26

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

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL ACCOUNT NUMBER [redacted]

SUMMARY STATEMENT, CHECKING PLUS MONEY MARKET FUNDS

BEGINNING BALANCE	7,620,760.20
DEPOSITS	4,055,115.91
WITHDRAWALS	5,242,315.35-
MUTUAL FUND DIVIDENDS	17,635.08
ENDING BALANCE	6,451,195.84

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

CHECKING ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS	66,149.63
76 CUSTOMER DEPOSITS	1,380,407.96
149 OTHER WITHDRAWALS	2,567,607.40-
5 SHARE PURCHASES	776,808.07-
14 SHARE REDEMPTIONS	1,897,899.88
YOUR ENDING BALANCE WAS	42.00

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
FEB 02	CCD AMS INC MERCH DEP 17730303701		1,019.19
FEB 02	CCD AMS INC MERCH DEP 17730300707		2,359.76
FEB 02	REMOTE DEPOSIT		4,717.40
FEB 02	ZERO BALANCE TXFR FROM DDA ACCT [redacted]		5,705.00
FEB 02	INV CR TRANSFER		173,741.92
FEB 03	CCD City of Laguna H Settlement 26173814622		1,303.80
FEB 03	ZERO BALANCE TXFR FROM DDA ACCT [redacted]		2,158.00
FEB 03	CCD AMS INC MERCH DEP 17730300707		3,430.74
FEB 03	PPD APPORT ST OF CA APSAPPORTS 1555		66,080.74
FEB 03	INV DR TRANSFER	25,585.33	

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

Investment Account Summary

02/01/2026 through 02/28/2026

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Feb 28 ($)	Value on Feb 28 ($)	Average Cost Amount ($)	Cumulative Change in Value ($)
CITY OF LAGUNA HILLS	[redacted]					
CalTRUST Liquidity Fund	[redacted]	21,783,676.980	1.00	21,783,676.98	21,783,676.98	0.00
	Portfolios Total value as of 02/28/2026			**21,783,676.98**		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount ($)	Amount in Shares	Balance in Shares	Price per Share ($)	Balance ($)	Average Cost Amt ($)	Realized Gain/(Loss) ($)
CalTRUST Liquidity Fund			**CITY OF LAGUNA HILLS**				**Account Number:** [redacted]	
Beginning Balance	02/01/2026			21,719,735.710	1.00	21,719,735.71		
Accrual Income Div Reinvestment	**02/27/2026**	**63,941.27**	**63,941.270**	**21,783,676.980**	**1.00**	**21,783,676.98**	**0.00**	**0.00**
Change in Value						0.00		
Closing Balance as of	**Feb 28**			**21,783,676.980**	**1.00**	**21,783,676.98**		

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

California State Treasurer
Fiona Ma, CPA



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

March 10, 2026

LAIF Home
PMIA Average Monthly Yields

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

Tran Type Definitions

Account Number: [redacted]

February 2026 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	101,103.16
Total Withdrawal:	0.00	Ending Balance:	101,103.16

Invesco Treasury Portfolio

Short-Term Investments Trust

Data as of February 28, 2026
Corporate Class

Fund Information

Inception	August 01, 2005
CUSIP	825252570
NASDAQ	TYCXX
Total Net Assets	$39.34 billion
Reflects all classes of the portfolio.	
Weighted Average Maturity (WAM)	42 days
Weighted Average Life (WAL)	106 days

SEC Portfolio Liquidity Requirements (%)

1-day	70.62
7-day	96.36

Ratings[2]

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

NAIC Requirements

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

Management Team

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

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

2 A credit rating is an assessment provided by Nationally Recognized Statistical Ratings Organization (NRSRO) of the creditworthiness of an issuer with respect to debt obligations, including specific securities, money market instruments or other debts. Fund ratings are subject to change and are based on several factors, including an analysis of a portfolio's overall credit quality, market price exposure and management. Fund ratings are provided to indicate the creditworthiness of the underlying holdings in the portfolio and offer a forward-looking opinion about fixed income funds' capacity to maintain stable principal (net asset value). The ratings will generally range from AAA (highest) to D (lowest). For more information on rating methodologies, please visit the following NRSRO websites: www.standardandpoors.com and select "Understanding Ratings" under Rating Resources on the homepage; www.moodys.com and select "Rating Methodologies" under Research and Ratings on the homepage; www.fitchratings.com and select "Ratings Definitions" on the homepage.@FSIA_CashDisclosureLeft:
3 Portfolio composition is subject to change. An investment category listed with "other" in the name indicates that the underlying holdings did not fall into the SEC's more narrowly defined investment categories.

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

Investment Objective

Provide current income consistent with preservation of capital and liquidity.

Permissible Investments

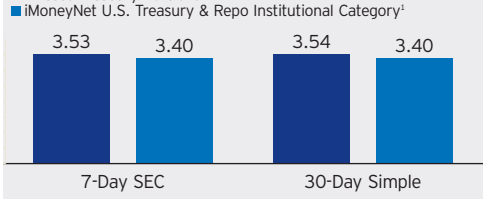
The fund pursues its objective by investing primarily in short-term, high-credit-quality money market instruments. These instruments are direct obligations of the US Treasury and repurchase agreements backed by Treasury obligations.

Fund Highlights

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

Yields (%)

as of February 28, 2026



Average Annual Total Returns (%)

as of February 28, 2026

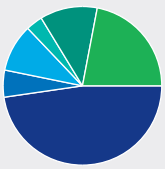
Period	(%)
Inception	1.67
10 Years	2.13
5 Years	3.27
3 Years	4.73
1 Year	4.05

The performance data quoted represents past performance. Past performance does not guarantee future results and current performance may be lower or higher than the performance data quoted above. The investment return and principal value of your investment will fluctuate so that your shares, when redeemed, may be worth more or less than their original cost. You may obtain performance data current to the most recent month-end by visiting invesco.com. The SEC yield listed reflects fee waivers and/or expense reimbursements in effect for the period. Had the Adviser not waived fees and/or reimbursed expenses, your 7-day SEC yield would have been 3.50%. Average annual total returns reflect reinvested distributions, net of expenses for the periods. The 7-day SEC yield more closely reflects the current earnings of the fund than the total returns shown.

Portfolio Composition (%) [3]

SEC Investment Category	(%)
U.S. Treasury Repurchase Agreement	52.1
U.S. Treasury Debt	47.9

Maturity Schedule (%)



Days to maturity	(%)
1-7	47.7
8-30	5.5
31-60	9.7
61-90	3.4
91-180	11.7
181+	22.0

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

Simple Monthly Yields

as of February 28, 2026

Period	(%)
February 2026	3.54
January	3.56
December	3.66
November	3.81
October	3.94
September	4.04
August	4.15
July	4.19
June	4.17
May	4.19
April	5.14
March 2025	4.21

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

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

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

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

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

Yield and NAV

Fund Name
CalTRUST Liquidity Fund

Start Date - End Date
2/28/2026 – 2/28/2026

Export (1)

Period Date	NAV	Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
2/28/26	$1.00	$387,117.11	3,701,726,499.540	$3,701,786,951.21	3.82%	3.83%

PMIA/LAIF Performance Report as of 03/04/26

Quarterly Performance Quarter Ended 12/31/25

LAIF Apportionment Rate[2]:	4.20
LAIF Earnings Ratio[2]:	0.00011512010685708
LAIF Administrative Cost[1]*:	0.27
LAIF Fair Value Factor[1]:	1.002181483
PMIA Daily[1]:	3.97
PMIA Quarter to Date[1]:	4.09
PMIA Average Life[1]:	244

PMIA Average Monthly Effective Yields[1]

February	**3.871**
January	3.931
December	4.025
November	4.096
October	4.150
September	4.212

Pooled Money Investment Account Monthly Portfolio Composition [1] 1/31/26 $170.9 billion

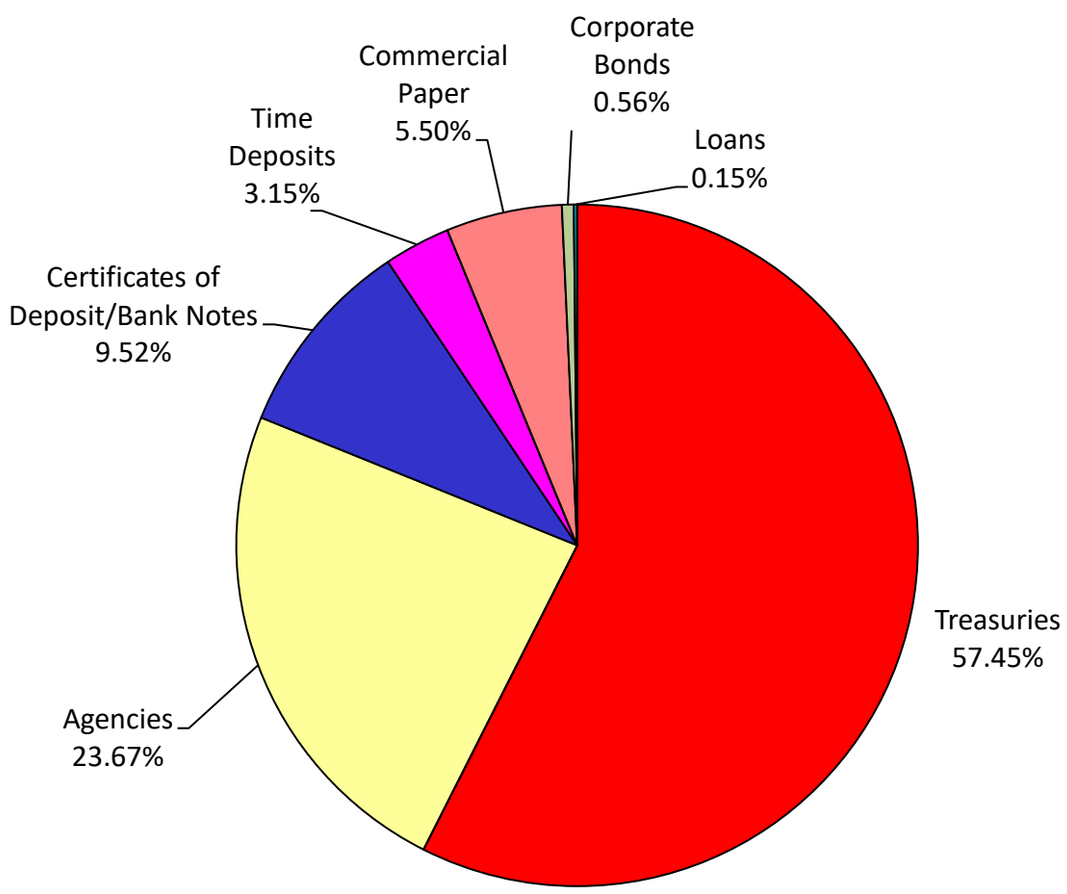


Chart does not include $882,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

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

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: FY 25-27 Biennial Budget Amendments

Recommendation: That the City Council authorize the Finance Director to amend the FY 2025-2027 Biennial Budget by recognizing revenues and appropriating expenses related to encroachment permits, the Cabot Road Traffic Signal Improvements, the CR&R Donation, the Avenida de la Carlota Pavement Rehabilitation, the Principal Planner position, and the Paseo de Valencia Active Transportation Elements.

Background:

City staff requests City Council amend the FY 2025-2027 Biennial Budget as follows:

1) **Encroachment Permit Revenue and Contract Services Expense —** It is recommended that the City Council authorize the Finance Director to recognize additional encroachment permit revenue in the amount of $90,000, principally from Cityside Fiber, and to correspondingly appropriate $90,000 to Public Works Contract Services, for Fiscal Year 2025-2026.

2) **Cabot Road Traffic Signal Improvements** — It is recommended that the City Council authorize the Finance Director to recognize $39,500 in revenue from the Costco fuel station under construction in the City of Mission Viejo on El Paseo, and to correspondingly appropriate $39,500 to Public Works traffic signal improvements, for Fiscal Year 2025-2026.

3) **CR&R Donation** — It is recommended that the City Council authorize the Finance Director to recognize $150,000 in revenue from the City's waste hauler CR&R, and to correspondingly appropriate $150,000 to the Community Services budget for Fiscal Year

2025-2026. The Community Services Director with input from the City Council will be using these funds to program community events, including a portion of Laguna Hills America 250, which will be discussed as part of tonight's agenda.

4) **Revenue for CIP 182, Avenida de la Carlota Pavement Rehabilitation** — It is recommended that the City Council authorize the Finance Director to recognize $345,882.50 in revenue from the Orange County Transportation Authority (OCTA), and to correspondingly appropriate $345,882.50 to CIP 182 for the purposes of street rehabilitation on Avenida de la Carlota. The Assistant City Manager negotiated funding from OCTA to pay for pavement rehabilitation on Carlota after the completion of OCTA/Caltrans South County I-5 Improvements.

5) **Grant Revenue for CIP 191, Paseo de Valencia (and Cabot Road) Active Transportation Elements** — It is recommended that the City Council authorize the Finance Director to recognize grant revenue of $1,000,000 obtained through Congressional Appropriations by Congresswoman Young Kim, and to correspondingly appropriate $1,000,000 towards CIP 191 expense. CIP 191 is the Paseo de Valencia and Cabot Road Active Transportation Elements Project. City Council awarded a contract to Psomas at the February 24, 2026, City Council Regular Meeting for the development of Project Approval and Environmental Documentation (PAED) and Plans, Specifications and Estimates (PS&E) for "Conceptual Plan #3", which preserved a 4-lane arterial highway by constructing a widened, shared sidewalk and Class IV Bikeway concept to fit within the available public right-of-way. Psomas is currently refining the project so that the estimated construction cost is within the available construction budget. With this budget amendment, the available construction budget is $5,100,000.

6) **Principal Planner / Economic Development** — It is recommended that the City Council authorize the Finance Director to recognize planning revenue of $200,000 and to appropriate $200,000 towards the salary and benefits budget in the Community Development Department for Fiscal Year 2026-2027. This position was previously approved at the March 10th City Council meeting, subject to a budget amendment.

Fiscal Impact:

The fiscal impact of each item has been described above.

Attachments:
None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Approval of the Waste Infrastructure System Enterprise (WISE) Agreement with the County of Orange

Recommendation: That the City Council: 1. Approve the attached WISE Agreement with the County of Orange for municipal solid waste disposal rates and services; and 2. Authorize the City Manager, or designee, to execute the agreement on behalf of the City.

Background:

The County, through Orange County Waste & Recycling (OCWR), operates the County-owned landfill system, including three active landfills and approximately 20 inactive sites. Since 1997, Orange County cities have participated in the Waste Disposal Agreement (WDA), which provided guaranteed landfill capacity and disposal rates of at least 10% below non-contract customers. The WDA has been amended several times, in 2004, 2009, 2015 and most recently for a one-year extension in 2025.

As the WDA neared expiration, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement. The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated review and negotiations beginning in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time for negotiations.

The current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs. OCW&R also indicated that additional capital was needed to fund the Brea Olinda landfill closure and to

significantly expand the capacity of the landfill in San Juan Capistrano over the course of the 10-year term. OCWR's initial WISE proposal would have increased disposal rates from $43.76 per ton (FY 25-26 rate) to $82.00 in the first year and were projected to rise to nearly $107.00 by 2035.

Through negotiations, OCCMA reached an agreement on a phased rate structure for the first three years of the agreement. Starting in FY 29-30, the rate includes a CPI increase.

Fiscal Year	**Contract Rate**
2026–27	$67.00/ton
2027–28	$74.00/ton
2028–29	$81.00/ton
2029–30	$81.00/ton + CPI

Effective July 1, 2026, the increased disposal rates are expected to result in an estimated 10% increase to monthly residential customer bills and an estimated 16% increase for commercial customers. These increases are in addition to any hauler-related cost increases associated with service. The Fiscal Year 2026-27 rate schedule, which includes both the disposal and service component increases, is attached for City Council review.

While the primary focus of the negotiations was tied to the disposal rate, OCCMA successfully negotiated the following key provisions:

- Beginning in 2030, an annual "true-up" process that may freeze CPI adjustments depending on OCWR's cost recovery and tonnage revenue. Cities may initiate a 'meet and confer' process with review by an independent consultant.
- Inclusion of review and annual notification provisions to ensure continued OCCMA participation to improve transparency and oversight of OCWR's financial status and implementation of the WISE Agreement.
- Removal of language that would have made cities financially responsible for hauler non-payment.
- Adoption of a blended CPI index (60% Solid Waste, Water, and Sewer; 40% All Urban Consumers).
- Removal of the requirement that all residential organic waste is sent to OCWR; the County will offer optional organic waste processing services.

Cities must adopt the WISE Agreement by April 30, 2026, to avoid disposal rates up to

10% higher. The "Participation Threshold" for the WISE Agreement to become effective requires that cities that represent at least 50% of the disposal sent to the County landfills ratify the document. The agreement is for 10 years, through June 30, 2036, with one optional 10-year extension.

Fiscal Impact:

There is no direct fiscal impact to the City's General Fund. Disposal rate increases associated with the WISE Agreement are a pass-through cost under the City's franchise agreement with CR&R Environmental Services. The rate adjustment methodology allowing for pass-through disposal costs was approved by the City Council during the most recent Proposition 218 rate adjustment process. As such, no additional Proposition 218 action is required.

Attachments:

1. Waste Infrastructure System Enterprise (WISE) Agreement
2. Franchise Hauler Acknowledgement
3. Service Coordinator Designation Form
4. Laguna Hills Rate Adjustments

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT
("WISE AGREEMENT")

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF LAGUNA HILLS

Dated March 24. 2026

County Authorization Date:

City Authorization Date:

March 24. 2026

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

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

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ORGANIC SERVICES AGREEMENT

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT

THIS WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT ("WISE Agreement" or "Agreement" are used interchangeably) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the city, special district, or sanitary district designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, closed landfills, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of twenty (20) closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates.

The County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the

Disposal System and is offering interested Cities the option of participating in the County provided Organic Processing Services pursuant to a separate Organic Services Agreement ("OSA") as provided in Appendix 5.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Waste Infrastructure System Enterprise Agreement ("WISE Agreement" or "Agreement"), on the terms and conditions set forth herein. The County and City acknowledge that the currently operative WDA shall remain in full force and effect until its expiration or the WISE Agreement Commencement Date, whichever comes first.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing disposal rate stability, predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Waste Infrastructure System, thereby enabling the County to plan, manage, operate and finance improvements to the Waste Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish, Organic Waste and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means AB 939 the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Infrastructure System Enterprise Agreement ("WISE Agreement") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, Organics Legislation, the Orange County Code of Ordinances, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or State rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System, and the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"Capital Costs" means all costs of the Waste Infrastructure System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Waste Infrastructure System including but not limited to "Buildings and Improvements, and Infrastructure" (Object Code 4200), "Equipment" (Object Code 4000-4040) and "Intangible" (Object Code 4250-4299) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified in California Public Resources. Code Section 21000 *et seq*. as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq*., as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County); or

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(4) any new or revised requirements or fees relating to the funding or provision of Waste Infrastructure Services, including but not limited to, Integrated Waste Management Act Fees, Host Fees, regulations for disposal operations, organics processing and diversion, recycling initiatives or activities associated with the remediation, closure, funding or monitoring of closed landfills with respect to facilities comprising the Waste Infrastructure System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(D) hereof).

"Consumer Price Index" or "CPI" means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the forgoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Recycled City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and

(3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Landfills" means all active Class III sanitary landfills located within the County of Orange and operated by the Department. At the time of execution, County Landfills consist of the Olinda Alpha Landfill located in Brea, California, the Frank R. Bowerman Landfill located in Irvine, California, and the Prima Deshecha Landfill located in San Juan Capistrano, California. (Note: The current estimated closure date for the Olinda Alpha Landfill is 2036 as specified in its Solid Waste Facility Permit. Throughout the term of this Agreement, County reserves the right to reduce, continue, expand, or cease all operation at the Olinda Alpha Landfill at its sole discretion.)

"County Plan" means the integrated waste management plan of the County approved by CalRecycle pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body

which succeeds to the duties and powers thereof.

"Designated Facility" means the landfill or other County facility that the Department directs or assigns City Franchise Haulers to deliver City Acceptable Waste.

"Director" means the Director of OC Waste & Recycling.

"Disposal Services" means the solid waste disposal and other services to be provided by the County pursuant to the Service Covenant and as otherwise provided in this Agreement.

"Disposal System" means the Waste Infrastructure System which includes solid waste disposal operations at active landfills; Organics Infrastructure; regional Household Hazardous Waste Collection Centers; and other waste management related systems deemed necessary by the County, as well as services, such as post-closure maintenance and other activities, at closed landfills formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Full Cost Recovery" means all facets of Department costs and responsibilities including, but not limited to; operation, maintenance and management of the Waste Infrastructure System, labor and equipment, capital projects, environmental monitoring and mitigation, site closure, legal and regulatory compliance, long-term post-closure maintenance, remediation costs, planning for contingencies associated with the County's long-term liability and maintaining adequate financial reserves.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Material" or "Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section §78000 *et seq*.), and Titles 26 and 27 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq*.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq*.) and the regulations contained in 10 CFR Part 40. The terms Hazardous Waste, Hazardous Material or Hazardous Substance shall be used interchangeably in this Agreement when not referring to specific Applicable Law.

"Host Fee" means the amount paid pursuant to Cooperative Agreements, referred to in Section 1.2 (I) of this Agreement, to compensate the cities identified in Section 1.2(I) ("Host Cities") for costs or impacts incurred by Host Cities which might be associated with County Landfills due to their location within Host City boundaries, and not already substantially avoided or mitigated through the identification and adoption of Project Design Feature and Mitigation Measures.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries

of the County and delivered to the Waste Infrastructure System.

"Importation Agreement" means an agreement between the County and any public or private entity for the delivery and acceptance of Imported Acceptable Waste pursuant to contract.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Waste Infrastructure System pursuant to a franchise, contract, permit or other authorization with a City in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Waste Infrastructure System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative or regulatory proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"MRF Fines" mean undersized or pulverized material consisting of small fractions of waste that are created during the recycling process as Material Recovery Facilities.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(F).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Waste Infrastructure System.

"Organics Infrastructure" means organic processing facilities designed to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, and/or assist local jurisdictions in meeting their organic diversion requirements which are utilized by interested Cities in connection with their participating in County-provided Organic Processing Services pursuant to a separate Organic Services Agreement.

"Organics Legislation" means organics recycling legislation including AB 1594, AB 1826, SB 1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organics Processing Services" means the services provided by County to Cities that choose to enter into the Organic Services Agreement provided in Appendix 5.

"Organics Services Agreement" ("OSA") means that separate agreement (as provided in Appendix 5) between County and interested Cities, whereby the County agrees to provide Organic Processing Services to interested Cities pursuant to the terms of the OSA.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any City executing a WISE Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Participation Threshold" means the point at which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Agreements shall exceed 50% percent (using the percentage rates attributed to such Participating Cities in Appendix 1).

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement or other contractual arrangement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by local, State, and federal regulation to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;

(2) Toxic/ignitable/corrosive/reactive; and

(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(C) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*., as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified in California Health & Safety Code Section 6400 *et seq*., as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste and City Acceptable Organic Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Special District" means public agencies created by a Governmental Body to provide one or more specific services to a community, such as but not limited to water, sewer, refuse, parks and recreation, fire protection, pest abatement, etc.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the term of this Agreement.

"Ton" means a "short ton" of two thousand (2,000) pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before receipt in the Waste Infrastructure System.

"Unacceptable Waste" means Hazardous Material; Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Waste Infrastructure System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Waste Infrastructure System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, epidemic; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Waste Infrastructure System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

"Waste Infrastructure System" or "Disposal System" means County owned or operated waste management

related facilities, including active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"WISE" means Waste Infrastructure System Enterprise.

"WISE Agreements" means each of the WISE agreements entered into between the County and any City within the County, Special District, Sanitary District, Jurisdiction, or operator of any Franchise Hauler located in the County in accordance with the terms herewith.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and
(3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided; however, that this Agreement shall not supersede the following Cooperative Agreements as they currently

exist or as they may be amended in the future:

1) Cooperative Agreement between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill.
2) Cooperative Agreement between the City of Irvine and the County of Orange regarding the Frank R. Bowerman Landfill.
3) Cooperative Agreement between the City of San Juan Capistrano and the County of Orange regarding the Prima Deshecha Landfill.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF WASTE MANAGEMENT AND DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Management and Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, and subject to available Waste Infrastructure System capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Waste Infrastructure System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Waste Infrastructure System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have

been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Waste Infrastructure System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Waste Infrastructure System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Waste Infrastructure System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to the County Waste Infrastructure System (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Waste Infrastructure System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Waste Infrastructure System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Controllable Waste Flow Enforcement.

(1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to and in accordance with the Waste Disposal Covenant for Controllable Waste disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to:

(i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant,
(ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and
(iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by: (1) subtracting the

number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (2) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Agreement as a result of such breach, the damages due as a result of such termination shall be equal to the average monthly deliveries by the City for the twelve (12) months prior to the commencement of the breach multiplied by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Waste Infrastructure System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement, the Act, Organics Legislation, or other Applicable Law. Such information may include information such as, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Controllable Organic Waste collected, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected (identifying Controllable Organic Waste, Recycled City Acceptable Waste, or as otherwise may be required under this Agreement or under Applicable Law), tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste, its collection, transportation, transfer, storage, treatment, processing, or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Waste Infrastructure System of Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste or Acceptable Organic Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste or Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste or Controllable Organic Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF WASTE INFRASTRUCTURE SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, and subject to available Waste Infrastructure System capacity, the County shall provide or cause the provision of the service of receiving and disposing of all Controllable Waste at the Waste Infrastructure System, and, in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to increase source reduction, materials recovery, recycling, organic processing or other waste diversion in the region as may be required by law or which result in the long-term preservation of landfill disposal capacity and to keep the Waste Infrastructure System open for the receipt of Acceptable Waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be reasonably necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Waste Infrastructure System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for new services relating to Source-Separated Household Hazardous Waste or with respect to cities which are not parties to an Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Waste Infrastructure System's viability.

(C) Designated Facilities. County and City will coordinate in determining the primary landfill used for disposal and processing of Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System the County shall have the right to redirect Controllable Waste to another landfill within the Waste Infrastructure System for the duration of the situation, event or circumstance; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste. In no event shall the County be required to accept Controllable Waste if it does not have sufficient permitted disposal capacity within the Waste Infrastructure System.

(D) Compliance with Service Covenant Not Excused for any Reason. Commencing on the

Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Service Covenant are more costly than the previously used means and methods, County shall be entitled to a corresponding Contract Rate increase to cover any associated additional costs pursuant to the provisions of Section 4.2 of this Agreement.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Acceptable Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(5) Controllable Waste consisting primarily of construction and demolition debris or inert material which may cause a particular facility's daily tonnage limit to be exceeded;

(6) Acceptable Waste in excess of permitted limits; and

(7) Acceptable Waste that would result in County violating Applicable Law.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Waste Infrastructure System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Waste Infrastructure System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Waste Infrastructure System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Waste Infrastructure System has not been designed or permitted to accept Hazardous Waste or Hazardous Substances, and is

not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste, Hazardous Material or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Waste Infrastructure System. City shall be responsible for the costs of removal, and any regulatory fines, associated with the knowing delivery of any Hazardous Substances to the Waste Infrastructure System by the City or its Franchise Hauler.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any facility within the Waste Infrastructure System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a facility within the Waste Infrastructure System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any facility within the Waste Infrastructure System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE.

Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such material, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Waste Infrastructure System open for the receiving of Acceptable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Waste Infrastructure System. The County reserves the right to modify the operating days and hours to comply with Applicable law or as otherwise may be deemed necessary by the County.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Waste Infrastructure System as required by Applicable Law. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party.

(D) Review of Records. Each Party may review the other Party's books and records with respect to matters relevant to the performance by either Party under this Agreement or otherwise related to the operation of the Waste Infrastructure System to the extent allowed under the California Public Records Act (interpreted as if the Parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers. Agreements entered into during this period shall have terms

and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities, including any city, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Waste Infrastructure System to establish a Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Disposal Rate be less than the Contract Rate. In addition, the County shall reserve the right in any such agreement to at any time, to the extent permitted by Applicable Law, refuse to receive and dispose of Acceptable Waste from any city, Special District, Sanitary District, Franchise Hauler and Independent Hauler if and to the extent that such receipt and disposal might materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the WISE Agreements to which each is a party.

(C) Posted Disposal Rate. The Posted Disposal Rate shall at all times be at least 10% higher than the Contract Rate.

(D) Self-Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Waste Infrastructure System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into Importation Agreement(s) with any public or private entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Waste Infrastructure System and to generate Net Import Revenues. In no event shall such Importation Agreements, entered into after the Commencement Date, include a per ton tipping fee or Disposal Rate for Imported Acceptable Waste that is less than the Contract Rate. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable WISE Agreements throughout the Term thereof; and, should the delivery of waste subject to Importation Agreements adversely affect the County's ability to receive and dispose of Controllable Waste from Participating Cities the County will prioritize receipt and disposal of Controllable Waste delivered pursuant to applicable WISE Agreements.

(F) Application and Use of Revenues From Other Users.

(1) County Acceptable Waste: Throughout the Term hereof, all revenues received by the County from the disposal or processing of County Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages, grants, awards or revenue received by the County in connection with the Waste Infrastructure System), shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Waste Infrastructure System.

(2) Imported Acceptable Waste: Throughout the Term hereof, all revenues received by the County, pursuant to an Importation Agreement, for the disposal or processing of Imported Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages or revenue received by the County in connection with the Waste Infrastructure System), shall first be applied toward all of the costs attributable to the acceptance and management of such Imported Acceptable Waste into the Waste Infrastructure System. Costs attributable to the disposal of Imported Acceptable Waste include, but are not limited to, deposits to the Environmental Fund, deposits to closure and post-closure reserves, Host Fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), State surcharges, regulatory fees, charges or penalties, and a pro rata share of capital project costs. Revenue remaining after costs attributable to the disposal and management of Imported Acceptable Waste shall be considered "Net Import Revenues" and shall be calculated and distributed as follows:

(i) Calculation: Net Import Revenues are estimated to be 30% of the revenues received

by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Waste Infrastructure System are located.)

(ii) Distribution: Net Import Revenues shall be distributed as follows;

a. 50% of any Net Import Revenues shall be paid to the County General Fund.

b. 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 1 for use for any purpose by the Participating City, including but not limited to State mandated solid waste programs. Payments of such amount to the County General Fund and the Participating Cities shall be made by the County within ninety (90) days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 1.

c. The percentages set forth in Appendix 1 with respect to each Participating City shall be annually reviewed and adjusted every five (5) years by the County to reflect the percentage of deliveries of Acceptable Waste from each Participating City averaged over the last five (5) years. The County shall notify Participating Cities of the revised percentages in Appendix 1 within one hundred and twenty (120) days of the end of each fiscal year.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling and Diversion Services. Unless otherwise specifically provided in this Agreement, County is not required to provide for any source reduction, materials recovery, recycling, organic processing or other waste diversion services under this Agreement. However, County may choose to provide County-Wide Recycling Services funded through the County OC Waste & Recycling Enterprise Fund at its sole discretion on the condition that provision of said services shall be funded in a manner that does not impact the Contract Rate without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) Organic Processing and Diversion Services. The County has developed Organics Infrastructure and programs available to interested Cities intended to assist Cities in meeting their diversion and Organic Legislative Recycled Organic Waste Procurement goals and to promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law. Cities interested in receiving County provided Organic Processing Services may enter into the separate Organic Services Agreement ("OSA") provided in Appendix 5 of this Agreement.

(C) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(D) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to reasonably cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB 1383. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(E) Recycling Market Development Zone ("RMDZ") Program. The RMDZ program, administered by the California Department of Resource Recycling and Recovery (CalRecycle), combines recycling with economic development to support business that use materials from the waste stream to manufacture their products. The program offers loans, technical assistance and product marketing to eligible businesses located within designates zones. City agrees to reasonably cooperate and collaborate with County in support of the RMDZ program.

(F) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Special Districts, Sanitary Districts, Franchise Haulers, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the WISE Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV
CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance, disposal, and processing of Controllable Waste delivered to the Waste Infrastructure System by City or its Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each City or Franchise Hauler shall be a three (3) year progressive Contract Rate of **$67/ton** (July 1 2026 through June 30, 2027), **$74/ton** (July 1, 2027 through June 30, 2028), and **$81/ton** (July 1, 2028 through June 30, 2029) and contingent on the delivery to the Waste Infrastructure System of an amount of City Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2 including but not limited to:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or State statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3;

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) County determination that the Department revenue is insufficient to meet Full Cost Recovery requirements.

(v) increased costs incurred by the County due to the occurrence of one or more Changes in Law;

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3;

(vii) Provision of new or expanded services, provided on terms as agreed to by the Parties.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii), (iii) (iv) or (vi) above, the County shall utilize the following remedies in the following order of priority:

(1) reduce the costs of operating the Disposal System to the extent practicable; and

(2) at the sole discretion of the County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (v) or (vii) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that, where appropriate, it will evaluate the feasibility of long-term financing for significant capital costs. Notwithstanding the forgoing, no adjustment to the Contract Rate shall occur as a result of costs associated with the programs identified in Section 3.7, without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Waste Infrastructure System to the extent practicable;

(ii) at the sole discretion of County, utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Waste Infrastructure System;

(iii) at the sole discretion of County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on one-hundred eighty (180) days written notice to the City. In addition, in the event that Waste Infrastructure expenses are lower than estimated or actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement shall occur in a manner as agreed between the parties, and may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to establish special charges for the provision of new or expanded services or the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Should the County wish to provide new or expanded services to Cities, it may charge for such services upon agreement of City. Special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I)

(F) Annual CPI Escalation. Subject to the application of the Contract Rate True-up (provided

below), the Contract Rate shall be adjusted each July 1, beginning 2029, in an amount equal to the percentage change in the CPI (as defined above) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment (the "Annual CPI Adjustment"). For example: The July 1, 2029 Annual CPI Adjustment to the Contract Rate shall be based upon the change in CPI from October 2027, to October 2028, referred to as year 1 and year 2 respectively in the following example.

Formula to calculate percentage change in the Contract Rate based on Annual CPI Adjustment :

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}}\right] - 1 = \text{\% increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2029, the County shall provide the City with notice of the Annual CPI Adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County shall calculate the new Contract Rate each year.

In the event that the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the change in CPI is measured as follows: October 2027 = 205, October 2028 = 204, October 2029 = 201, October 2030 = 208, then there would be no adjustment in July 2029, or July 2030, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2031.

Contract Rate True-up: On an annual basis, no later than each April 30, beginning April 30, 2030, the County shall conduct an annual review of factors pertaining to the most recently completed fiscal year(s) including but not limited to, tonnage received throughout the Waste Infrastructure System, Cumulative Tonnage Targets identified in Appendix 2, revenue received from all sources, Department expenditures, and other factors that make up Department's total costs. County shall notify City prior to April 30, 2030 (and every April 30 thereafter) and advise whether the Annual CPI Adjustment to the Contract Rate should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Contract Rate should be increased beyond the Annual CPI Adjustment as defined above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

Within thirty (30) days of finalizing each annual review, the County shall transmit its findings and the bases thereof to Participating Cities at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss reviews, findings, and bases of findings. At the request of 50% of Participating Cities, County agrees to meet and confer in good faith with OCCMA, within sixty (60) days to discuss retention of a consultant acceptable to both the County and OCCMA to conduct an independent review of the County's annual review findings.

Nothing in this section shall be interpreted as limiting the County's rights under Section 4.2(A).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by State, federal or other agencies (e.g., the State's Integrated Waste Management fee, which is currently $1.40 per ton, but is expected in increase during the term of this Agreement). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) [RESERVED]

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least ninety (90) days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least forty five (45) days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Waste Infrastructure System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least ten (10) days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within thirty (30) days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve (12) months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within forty five (45) days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) Court days of filing the Action, the Challenging Cities shall personally serve on the County Counsel, with copy provided to the Clerk of the Board both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities, or on behalf of them by their legal counsel.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, County Counsel shall execute the Expedited Rate Determination Stipulation and deliver it as well as the County's answer to the complaint in the Action, by electronic means, to the Challenging Cities through their counsel of record. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The Parties agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq*., or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly

make *ex parte* application to the Orange County Superior Court in the Action for the issuance of an order reflecting the procedural requirements and timelines contained in the Expedited Rate Determination Stipulation, provided however, the timelines may be adjusted by the Court as it deems may be needed for its convenience. As part of such *ex parte* application, the County and the Challenging Cities shall expressly seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date (effectively a trial date) in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the Court and electronically serve upon County Counsel the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County Waste Management Commission in connection with its decision, the transcript of the proceedings of the Board of Supervisors meeting(s), and the Orange County Waste Management Commission, the minutes of the Board of Supervisors and the Orange County Waste Management Commission meeting, and the resolution and/or other documentation evidencing the action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the Court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and electronically serve upon the Challenging Cities' Counsel the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and electronically serve upon County Counsel a reply rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a law and motion hearing, similar to a hearing on a writ, which shall be conducted at the date set by the Court in connection with the *ex parte* application conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the Court. If the Court requests the parties to prepare supplemental briefs in response to any question or issue raised by the Court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The Court shall be advised that the Parties request that it issue a written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination, although the Parties recognize that the Court has discretion to act as it deems appropriate in accord with applicable laws in connection with the timing thereof.

(11) If the Court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within thirty (30) days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the Overdue Rate. If agreed by the Parties, as an alternative such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve (12) months), applied in a manner such that it provides full reimbursement of the amounts described above (including the Overdue Rate, to be applied consistent with provisions of Section 7.14 hereof.)

(12) In the event that the Court does not sign the order contained in the Expedited Rate Determination Stipulation and set the matter for disposition as contemplated herein, the County and the Challenging

Cities shall, within twenty (20) days following the issuance of the Court's order or decision not to do so and thereby honor the parties' stipulation, make application to the Orange County Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the Court, to a new trial after the Court renders a decision, and to any appeal or review of the decision of the Court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE, AND OTHER AMOUNTS DUE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Waste Infrastructure System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate and other amounts due from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate and other amounts due, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate and other amounts due. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers on behalf of City other than City municipal collection forces, the obligation to pay the Contract Rate and other amounts due shall rest with such Franchise Haulers. Franchise Hauler shall pay the Contract Rate or other amounts due or any portion thereof when due. In the event of any such failure by Hauler, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment from Franchise Hauler. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within thirty (30) days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within thirty (30) days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE OR OTHER AMOUNTS DUE. The County shall continue to bill Contract Rates and other amounts due after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Waste Infrastructure System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Waste Infrastructure System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Waste Infrastructure System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with Unrestricted Reserves or other funds of the County attributable to the Waste Infrastructure System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Waste Infrastructure System to the extent required by Applicable Law;

(ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Waste Infrastructure System;

(iii) reserves established to protect the Waste Infrastructure System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);

(iv) amounts reserved to pay the costs of capital improvements with respect to the Waste Infrastructure System;

(v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;

(vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to CalRecycle);

(vii) reserves required to meet bond covenants pursuant to financing agreements for Waste Infrastructure System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;

(viii) security deposits from landfill deferred payment program users;

(ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);

(x) AB 939 surcharges;

(xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and

(xii) an amount equal to three (3) months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Waste Infrastructure System, services, and the fiscal activities of the OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Waste Infrastructure System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;

2. Imported Acceptable Waste, in tons;

3. Revenues and expenditures;

4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System; and

5. Projected liabilities for closure and post closure as well as reasonable reserves for

other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Waste Infrastructure System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager/General Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

Within thirty (30) calendar days of finalizing each annual update of the Ten-Year Projection, County shall transmit the Ten-Year Projection via email to the City and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss the updated Ten-Year Projections at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The Parties agree that in the event either Party breaches any obligation under this Agreement or any representation made by either Party hereunder is untrue in any material respect, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither Party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon ninety (90) days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve (12) months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the City or its Franchise Hauler to substantially perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for

cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

ARTICLE VI
TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of ten (10) years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2035. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(C), the parties shall, on or before January 31, 2036 negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) new regulatory requirements;

(vi) Changes in Law;

(vii) changes in transportation and technology;

(viii) closure and expansion of nearby landfills;

(ix) capacity of the Disposal System;

(x) provision of new and/or expanded services; and

(xi) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 7.2, 7.3, 7.6, 7.7, 7.8, and 7.9 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The Parties acknowledge that the Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the Participation Threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each Party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect until they expire or are terminated.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which Participating Cities reach the Participation Threshold. Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the Cities which have theretofore executed Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City on substantially the same terms and conditions as this Agreement.

(E) Failure of Condition. If by June 30, 2026, or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE WASTE INFRASTRUCTURE SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Waste Infrastructure System in accordance with Applicable Law and the operating rules and regulations of the Department and other applicable regulatory agencies.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within fifteen (15) days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such Party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Waste Infrastructure System. While the delay continues, the County or City shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Waste Infrastructure Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend (with counsel selected by County) and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable State statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine for any reason, other than a disabling conflict of interest, that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, whether the County or the City provides legal counsel and shall, as a condition to County's provision of this indemnity, coordinate and cooperate fully with the County in the defense of any claims to which this Section applies.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the

other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. If the City maintains a City Solid Waste Enterprise Fund with at least one year's anticipated costs for disposal and processing of City Acceptable Waste the sole recourse of the County for all such amounts shall be to the funds held in any such City Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any Party hereto may have to or against the other Party as of the Contract Date relating to the receipt of Acceptable Waste in the Waste Infrastructure System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Waste Infrastructure System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting, transporting or processing of Acceptable Waste, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be the sole liability of City, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 7.11 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT.

(A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

(B) Sale. The County shall not enter into any agreement for the sale of the Waste Infrastructure System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

Section 7.17 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
Bob Wingenroth
City Representative
City of Laguna
Hills

Date_____ By _____
[NAME]
City Representative
City of XX

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTIONS 3.6(F) AND 6.2(b)

Jurisdiction	***Percentage of County Acceptable Waste***
Aliso Viejo	0.82%
Anaheim	14.78%
Brea	2.62%
Buena Park	1.02%
Costa Mesa/Costa Mesa Sanitary District (2)	3.41%
Cypress	0.85%
Dana Point	1.33%
Fountain Valley	1.63%
Fullerton	4.08%
Garden Grove Sanitary District (Garden Grove)	4.74%
Huntington Beach	5.91%
Irvine	9.64%
La Habra	1.72%
La Palma	1.27%
Laguna Beach	1.18%
Laguna Hills	0.89%
Laguna Niguel	1.44%
Laguna Woods	0.28%
Lake Forest	2.14%
Los Alamitos	0.33%
Midway City Sanitary District (Westminster)	2.47%
Mission Viejo	2.33%
Newport Beach	3.58%
Orange	5.25%
Placentia	1.39%
Rancho Santa Margarita	1.03%
San Clemente	2.43%
San Juan Capistrano	2.93%
Santa Ana	9.45%
Seal Beach	0.52%
Stanton	1.47%
Tustin	2.04%
Unincorporated Orange County (1)	3.19%
Villa Park	0.16%
Yorba Linda	1.68%
Total	**100%**

(1) Unincorporated County Area is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement. For the distribution of Net Import Revenues, the County of Orange shall receive 50% of any Net Import Revenues received in accordance with Section 3.6(F)(2)(i) of this Agreement. The County of Orange shall also receive the Unincorporated Area distribution set forth in this Appendix 1, as periodically modified in accordance with Section 3.6(F)(2)(ii) of this Agreement.
(2) The City of Costa Mesa and the Costa Mesa Sanitation District have separate WISE Agreements. Costa Mesa Sanitation District Acceptable Waste tonnage is based on City of Costa Mesa Acceptable Wate tonnage and Importation Revenue is calculated based on City of Costa Mesa Acceptable Waste tonnage delivered to the Waste Infrastructure System.

(3) NOTE: A participating City will only be included for purposes of determining the Commencement Date upon (i) execution of a WISE Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City.

APPENDIX 2

CUMULATIVE TONNAGE

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

Fiscal Year (Ending June 30)	*County Acceptable Waste Tonnage*	*Cumulative County Acceptable Waste Tonnage*
2026	3,343,282	3,343,282
2027	3,278,595	6,621,877
2028	3,029,924	9,651,801
2029	2,982,454	12,634,255
2030	2,411,983	15,046,238
2031	2,261,201	17,307,439
2032	2,225,152	19,532,591
2033	2,181,838	21,714,429
2034	2,187,041	23,901,470
2035	2,219,362	26,120,832
2036	2,224,792	28,345,624

APPENDIX 3

CUMULATIVE CAPITAL COSTS

APPENDIX 3

CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

Fiscal Year (Ending June 30)	*Annual Capital Costs*	*Cumulative Capital Costs*
2026	$72,599,664	$72,599,664
2027	$79,950,000	$152,549,664
2028	$155,135,000	$307,684,664
2029	$136,185,000	$443,869,664
2030	$41,171,500	$485,041,164
2031	$16,745,000	$501,786,164
2032	$18,165,000	$519,951,164
2033	$36,605,000	$556,556,164
2034	$30,100,000	$586,656,164
2035	$1,510,000	$588,166,164
2036	$25,000,000	$613,166,164

APPENDIX 4

FRANCHISE HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of_____(the "Acknowledgment"), and between the _____ (the "City") and _____ (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled _____ dated as of_____ (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of_____; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.
2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest

on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as 24th day, of March, 2026

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

_____
(Franchise Hauler)

Signature: _____

Printed Name: _____

Title: _____

Appendix 5

ORGANIC SERVICES AGREEMENT

Appendix 5

ORGANIC SERVICES AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and

_____

Dated_____, 2025

County Authorization Date:

City Authorization Date:

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

ORGANIC SERVICES AGREEMENT

THIS ORGANIC SERVICES AGREEMENT ("Organics Agreement" or "OSA") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

Prior to the passage of Organics Legislation, Processed Green Material ("PGM") could be utilized as Alternative Daily Cover ("ADC") for landfill operations and qualified for diversion credit. However, passage of Assembly Bill 1594 resulted in PGM used as ADC no longer being eligible for diversion credit starting on January 1, 2020.

In addition to the loss of diversion eligibility for PGM used as ADC, SB 1383 requires a 50% reduction in the disposal of Organic Waste by January 1, 2020 and a 75% reduction of Organic Waste by January 1, 2025. In addition, the law requires 20% of edible food waste be recovered by 2025.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates. (See Attachment 4)

To respond to Organics Legislation requirements, the County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the Disposal System.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Organics Agreement, on the terms and conditions set forth herein.

With the exception of the terms and organic specific provisions found in this Organics Agreement, the Parties intend that the provisions of the currently operative WDA and the replacement WISE Agreement that is being negotiated between the County and City are anticipated to become operative on July 1, 2026, be applied to this OSA.

The City has determined that the execution of this Organics Agreement by the City will serve the public health, safety and welfare of the City by providing enhanced organics processing to assist in the City in meeting its Organics Legislation diversion requirements, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Organics Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of organic material and the resulting service payment revenue to the Organics Infrastructure, thereby enabling the County to plan, manage, operate and finance improvements to the Organics Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. The definitions provided in the WDA and yet to be executed WISE Agreement shall be incorporated into this Agreement. The following terms shall be added and have the meanings set forth below.

"Acceptable Organic Waste" means Residential Organic Waste that consists of Green Material/Wood Waste, Agricultural Material, Manure, Vegetative Food Material, Food Waste and other organic material as may be authorized under the County's Compostable Material Handling Permits.

"Attachment" means an attachment to this OSA, as the same may be amended or modified from time to time in accordance with the terms hereof.

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"City Acceptable Organic Waste" means all Acceptable Organic Waste which was originally discarded by the first generator thereof within the geographical limits of the City and Residue Waste from the foregoing wherever produced, whether withing or outside the City.

"City Organic Tonnage Limit" the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Covenant as provided in Attachment 3.

"Commencement Date" means the date on which the obligations of the parties hereto commence.

"Contract Date" means the first date on which this OSA has been executed by both parties hereto.

"Controllable Organic Waste" means all City Acceptable Organic Waste with respect to which the City has the legal or contractual ability to determine the processing location and procurement requirements as they relate to the City's Organics Legislation compliance requirements.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the Bureau of Labor Statistics for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG). In the event the forgoing index is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Initial Term" has the meaning specified in Section 5.1(A) hereof.

"Manure/Stable Bedding Program" means the programs used by the County to mix source separated uncontaminated horse manure and stable bedding into its Organic Infrastructure to create organic product. Current permit requirements set a maximum percentage of 20% manure/stable bedding ("Material") by weight of total incoming feedstock. County agreement to accept Material is subject to payment of the Organic Contract Rate, available capacity, and compliance with the terms found in Attachment 2.

"Organic Contract Rate" has the meaning specified in Section 4.2 hereof.

"Organic Diversion Credit" means credit provided to a local jurisdiction or entity for implementing the diversion of Organic Waste from landfilling through specific activities recognized by the Department of Resources Recycling and Recovery (CalRecycle) including composting, anaerobic digestion, or other methods to meet the State's waste diversion goals and statutes such as Assembly Bill 939, Assembly Bill 341, Assembly Bill 1594, Assembly Bill 1826, and SB 1383 through waste prevention, reuse, and recycling.

"Organic Infrastructure" means the County's organics processing facilities and programs used to recycle and promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law as described in more detail in Attachment 1.

"Organics Legislation" means organics recycling legislation including Assembly Bill 1594, Assembly Bill 1826, SB1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organic ROWP Procurement Credit" means credit provided to a jurisdiction to meet their Recovered Organic Waste Procurement Target under SB 1383 by procuring Recovered Organic Waste Products as permitted by CalRecycle.

"Organics Agreement" means this Organic Services Agreement ("OSA") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Organic Take-Back Goal" means the programs that City and County will work toward to create City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Processed Green Material" ("PGM") as defined in Title 27, California Code of Regulations §20690(b)(3) means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. This PGM standard is the standard that Controllable Organic Waste must meet in order to be accepted at County's Organic Infrastructure under the OSA.

"Proportional Share" means 60% of the weight of Controllable Organic Waste City delivered by City to County's Organics Infrastructure.

"Recovered Organic Waste Product" or "ROWP" means compost, mulch, renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion, and electricity from biomass conversion.

"Recycled City Organic Waste" means any otherwise Controllable Organic Waste which is separated from Acceptable Organic Waste by the generator thereof and composted by generator at home, community gardens or other processing and which is not placed in Franchise Hauler bin for collection.

"Renewal Term" has the meaning specified in Subsection 5.1(C) hereof.

"Residential Organic Waste" means Acceptable Organic Waste normally disposed of by or collected from residential (single family and multi-family) residences.

"Residual Waste" means any contaminants, inert materials, overs, or Acceptable Organic Waste that could not be processed at the Department's Organic Infrastructure that required to be dispose within the Disposal System.

"Waste Disposal Agreement" ("WDA") means the currently operative agreement between the Parties for the disposal of municipal solid waste that is currently set to expire on June 30, 2026. **With the exception of specific or conflicting provisions provided in this Organics Agreement, the Parties agree that the terms found in the WDA shall be applied to the interpretation of this OSA. For the purpose of interpretation of this OSA, the Parties also intend that the WDA be read to include terms such as Controllable Organic Waste, where appropriate.**

"Waste Infrastructure System" or "Disposal System" means active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"Waste Infrastructure System Enterprise Agreement" or "WISE Agreement" means each of the agreement between the parties that is expected to replace the current WDA that is set to expire on June 30, 2026.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Organics Agreement, and this Organics Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this OSA, and this OSA has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF ORGANIC WASTE AND PROVISION OF ORGANIC PROCESSING SERVICES

SECTION 3.1 DELIVERY OF ORGANIC WASTE.

(A) Organic Waste Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this OSA, and subject to available Organic Infrastructure capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Organic Waste (up to City's Organic Tonnage Limit as provided in Attachment 3) to the Waste

Infrastructure System in accordance with the terms of this OSA.

(B) Recycled City Organic Waste.

1. Non-Mandatory Organic Waste City Programs: The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Organic Waste generated in the City and delivered to the Organic Infrastructure by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Organic Contract Rate as may be negotiated by the Parties as authorized under this OSA, and shall not constitute a breach of this Agreement.)

2. Mandatory Organic Waste City Collection Programs: City shall provide data and information to County regarding City's mandatory Organic Waste collection programs including but not limited to the tonnage of organics collected by the City for diversion under this OSA. The information will be used to provide education and outreach for participation with the goal of minimizing contamination and increasing diversion.

(C) Organic Diversion Credit. City shall receive Organic Diversion Credit for City's Controllable Organic Waste minus any Residual Waste delivered by City and accepted by County and processed into Recovered Organic Waste Product at the County's Organic Infrastructure.

(D) Organic ROWP Procurement Credit. City shall receive Organic ROWP reports for finished recovered organics waste products procured from County that meets the procurement requirements of Title 14 of the California Code of Regulations, Section 18993.1 et seq. City shall receive Organic ROWP Procurement Credit as follows:

1. County will assist City in developing local City programs and opportunities designed to enable the City to meet its own ROWP requirements.

2. City shall be entitled to "take back" its Proportional Share of SB 1383 compliant, STA Certified compost, mulch or other ROWP products from County Organics Infrastructure and used as ROWP Procurement Credit.

3. County will provide reports and allocate credit associated with City resident ROWP pickup as well as commercial landscapers from City that collect ROWP from County Organic Infrastructure.

4. City will be eligible to receive ROWP Procurement Credit for excess Acceptable Recovered Organic Waste Product that County is able to market beyond that needed for the County unincorporated areas or that is not otherwise committed. (*County makes no guarantees that it will provide City with 100% ROWP Procurement Credit.)

(E) Organic Take-Back Goal. City is not required to "take back" its Proportional Share of STA Certified finished compost, mulch, or other ROWP from the County's Organic Infrastructure, however City and County will work toward creating City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application ("Organic Take-Back Goal") to meet City's ROWP procurement requirements.

(F) Procurement of Additional ROWP. Pursuant to terms agreeable to both Parties, City may request to procure Recovered Organic Waste Product in addition to its Proportional Share within the same Contract Year.

(G) OSA Conditions. As a condition of participating in the County's Organics Infrastructure,

City agrees to the following terms:

1. All Controllable Organic Waste delivered to the County's Organics Infrastructure shall meet the standards as set forth in Attachment 2;
2. City or its Franchise Hauler shall pay the Organics Contract Rate for all Organic Waste delivered to the County's Organic Infrastructure for processing into Recovered Organic Waste Product;
3. City shall provide information to County on a quarterly basis that identifies where Controllable Organic Waste being delivered to the County's Organic Infrastructure originated and shall ensure that the organic material being delivered meets the definition of City Acceptable Organic Waste.
4. Bulk ROWP: City shall be entitled to arrange for the Take Back (at City cost) from County Organic Infrastructure compost, mulch and other Recovered Organic Waste Product in bulk form free of charge.
5. Non-Bulk ROWP: County may establish separate fees for provision of non-bulk material including but not limited to bagged material or compost wattles. City shall be entitled to arrange for the Take Back of Non-Bulk ROWP at City cost.
6. City's Proportional Share shall be calculated as 60% of the weight of Controllable Organic Waste City delivers to County's Organics Infrastructure by City.

(H) No Right of Organic Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver, or cause the delivery to the County's Organic Infrastructure, Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Organic Waste into the Waste Infrastructure System. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Organic Waste for any purpose hereunder.

SECTION 3.2 PROVISION OF ORGANIC PROCESSING SERVICES BY THE COUNTY.

(A) Organic Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of receiving and processing of City's Controllable Organic Waste (up to the City Organic Tonnage Limit provided in Attachment 3) at the County's Organics Infrastructure as described in more detail in Attachment 1. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Organic Service Covenant consistent with prudent solid waste management practice and environmental considerations and under Applicable Law.

(B) Receipt of Controllable Organic Waste. Upon acceptance of the Controllable Organic Waste that meets the PGM standards provided in Attachment 2, County shall process the Organic Waste into compost, mulch or other ROWP as specified in Title 14 of the California Code of Regulations Section 18993.1

(C) Education and Outreach. The Department will assist the City and its hauler in their efforts on Organic education and outreach with the goal of the City meeting its organic diversion and ROWP procurement requirements.

(D) Designated Facilities. County and City will coordinate in determining the primary organic processing facilities and tonnages (as reflected in Attachment 1) used for receiving and processing of Controllable Organic Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the Organics Infrastructure primarily used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System the County shall have the right to redirect Controllable Organic Waste to another landfill or County Organics Infrastructure within the Waste Infrastructure System for the duration of the situation, event or circumstance; In no event shall the County be required to accept Controlled Organic Waste if it does not have sufficient permitted organic processing capacity

within the Waste Infrastructure System.

(E) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Organic Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this OSA. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Organic Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Organic Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Organics Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Organic Service Covenant are more costly than the previously used means and methods, the Parties shall negotiate a mutually agreeable new Organic Contract Rate. If the Parties are unable to agree on a new Organic Contract Rate, the Parties may terminate this agreement without penalty with ninety (90) days notice.

SECTION 3.3 COUNTY RIGHT TO REFUSE ORGANIC WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Acceptable Organic Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(3) Acceptable Organic Waste delivered in excess of the City Organic Tonnage Limit listed in the Attachment 3;

(4) Acceptable Organic Waste in excess of permitted limits;

(5) Acceptable Organic Waste that would result in County violating Applicable Law;

(6) Controllable Organic Waste that does not meet the requirements found in Attachment 2;

SECTION 3.4 COUNTY PROVISION OF OTHER ORGANIC WASTE DIVERSION SERVICES.

(A) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, City will be provided an opportunity to participate in this service on terms separately agreed to by the Parties.

(B) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB1383.

(C) Separate City -County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person, jurisdiction, or entity to provide source reduction, materials recovery, recycling, composting or other waste diversion services.

ARTICLE IV
ORGANIC CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF ORGANIC CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect an Organic Contract Rate for the acceptance and processing of Controllable Organic Waste delivered to the Organic Infrastructure by City or its Franchise Hauler. City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Organic Contract Rates.

SECTION 4.2 ORGANIC CONTRACT RATE.

(A) Establishment of Contract Rate. The Organic Contract Rate payable by each City or Franchise Hauler shall be **$67/Ton** up to the City Organic Tonnage Limit.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for items such as bagged material or compost wattles; new or expanded services; or receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps, biosolids and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

(C) Escalation.

1. Annual CPI Adjustment: The Organics Contract Rate shall be adjusted each July 1, beginning 2027. The change will be equal to the percentage change in the Consumer Price Index - Consumer Price Index for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment. In the event that the change in the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year.

Organic Contract Rate True-up: County will notify City prior to April 30, 2029 (and every three (3) years thereafter) and advise whether actual inflation rate since execution should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Organic Contract Rate should be increased beyond CPI as described above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

2. Adjustment Resulting from Increased Fees: In addition to the other adjustments specified herein, the Organic Contract Rate shall be automatically adjusted to reflect the imposition of new fees or increases in existing fees relating to the County's processing of Controllable Organic Waste imposed by State, federal or other agencies. The County shall provide notice of any increase pursuant to this Section as soon as practicable after becoming aware of the imposition of any fees described above.

ARTICLE V
TERM

SECTION 5.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Organic Services Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Bi-Annual Opener. In light of the significant changes in law by the California Legislature to address climate change, the Parties agree to meet at least bi-annually or earlier at the request of County to review the Organic Contract Rate and discuss the need for additional investment into the Organic Infrastructure to respond to existing or new legislative requirements, diversion requirements, provision of new services, or other matters of mutual concern to the Parties.

(C) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of 10 years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2034. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.1 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

SECTION 6.2 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

SECTION 6.3 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 6.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 6.5 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 6.7 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 6.8 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 6.9 ASSIGNMENT OF AGREEMENT. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

SECTION 6.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.9 hereof.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
Bob Wingenroth
City Representative
City of Laguna
Hills

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

The County of Orange owns and operates a network of three commercial organic processing facilities co-located at each of the active landfills. Each of the organic processing facilities have the ability to receive organic material and to produce organic products for cities to meet their Take-Back requirements specified within this agreement. Products produced at the organic processing facilities meet CalRecycle's SB 1383 procurement requirement and are certified under the US Composting Council's Standard of Testing Assurance (STA) Program. Product offerings include compost and composted mulch. Additional products may be offered as determined by the County.

A summary of each of the organic processing facilities is listed below:

Valencia Greenery (Co-Located at Olinda Alpha Landfill)
1942 N. Valencia Avenue
Brea, CA 92823
Permitted Maximum Tonnage (Open Windrow): 94 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 228 tons per day
Permitted Hours of Operation: Monday through Saturday 6:00 am to 4:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Bee Canyon Greenery (Co-Located at Frank R. Bowerman Landfill)
11002 Bee Canyon Access Road
Irvine, CA 92602
Permitted Maximum Tonnage (Open Windrow): 210 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 876 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Capistrano Greenery (Co-Located at Prima Deshecha Landfill)
32250 Avenida La Pata
San Juan Capistrano, CA 92675
Permitted Maximum Tonnage (Open Windrow): 204 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 536 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

This list may be modified/expanded at the discretion of the County.

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANICE WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

DESCRIPTION

Processed Green Material (PGM) consists of yard waste, grass clippings, leaves, tree trimmings and plant-based materials which have been sorted to remove contamination and processed by shredding or grinding. PGM should not contain manure, stable waste or pet waste, which can create odors.

Processed Green Material is defined as following (California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 4, Section 20690 [b] [3]):

- **Processed Green Material** – means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed.

CONTAMINANT DEBRIS

The PGM should be free from all contaminant debris (glass, plastic, film plastic, metals, etc.) as well as salt and deleterious material such as clods, coarse objects, rocks, inert debris, and Material Recovery Facility ("MRF") fines. County personnel visually inspect the PGM loads as they come in, making sure that the specifications are met and to determine if the loads are contaminated (i.e., mixed with paper, plastics and other trash.) If the loads appear to have unacceptable contamination in excess of 0.5% either by weight or volume, the PGM loads will not be allowed into the Organic Infrastructure and the City and/or hauler will be notified that contaminated PGM loads are unacceptable. The PGM will be deemed as municipal solid waste and the City and/or hauler will have the option to take the material to the landfill for disposal or be returned to the hauler's facility for additional processing. For material that is physically dumped at the unloading area and is deemed unacceptable by OC Waste & Recycling staff, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. Hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

SIZE

The particle size of the PGM acceptable is between ½-inch and 3 inches in length between ½-inch and 1 inch in width and between ½-inch and 1 inch in thickness. No particle should exceed 3 inches in any dimension.

MOISTURE CONTENT

The moisture content of the PGM should be in the range of 50-60 percent. If the PGM's moisture content is unacceptable and cannot be received for processing at the County's Organic Infrastructure Facilities, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. The hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

FOOD WASTE

Residential food waste mixed with PGM as part of a city organic collection program is acceptable provided that the food waste is free of contaminant debris (glass, plastic, food packaging, non-compostable silverware, soiled napkins, etc.). No commercial or source-separated food waste will be accepted except for cases where the County has entered into an agreement with a City to accept specific source separated organic material as Additional Feedstock as described below.

SOURCE SEPARATED MANURE

Subject to available capacity, City and/or Hauler may bring non-residential, source separated manure and stable bedding pursuant to the following Manure/Stable Bedding Program requirements:

1. Material Quantity: manure/stable bedding must be uncontaminated which means free of any hazardous materials, food waste packaging, plastics, glass, and any large bulky items and inert materials that need to be further sized or removed for composting. ("Material")
2. Material Volume: County and City/Hauler will determine the anticipated volume of Material to ensure that the County's Organic Infrastructure has sufficient capacity to manage the proposed amount of Material.
3. Material will be load checked to determine if it meets the established quality standards. If contaminants exceed 0.5% (by weight or volume), the load is deemed contaminated and not meeting quality standard for use in the Manure/Stable Bedding Program.
4. Material that is deemed unacceptable will be subject to the fees established by OCWR for this material type. Material that does not meet the established quality standards will be charged as follows:
    a. If determined not to meet quality standards before Material is unloaded, standard disposal rates will apply.
    b. If determined not to meet quality standards after Material is unloaded (or partially unloaded), hard-to-handle disposal rates will apply.
5. Material Delivery:
    a. All Material deliveries will be scheduled and coordinated with OCWR prior to delivery. Any changes to material delivery quantities or days will be coordinated with OCWR prior to making the change.
    b. While OCWR will remain as flexible as possible on timing of deliveries, material deliveries will be limited to Monday through Friday between 8:00 am and 2:00 pm and subject to holiday schedules. Should the delivery times change, then OCWR shall give two (2) days prior notice of the delivery time change.
    c. Upon delivery, OCWR staff will record exact tonnage, name of hauler/transporter provider, and note distinguishing characteristics of feedstock and other pertinent information.
    d. Deliveries made without OCWR prior approval may be refused or charged at the established rate.
    e. OCWR reserves the right to deny a request to deliver for any reason. (i.e., OCWR does not guarantee that it will accept manure/stable bedding under this program. Instead, OCWR will accept Material based on its operational need and will make every effort to accommodate City's/hauler Material except when a reduction or stoppage is needed.)

ADDITIONAL FEEDSTOCK

The County at its discretion may accept additional material types such as food waste and manure based on availability and permitting conditions at each of the County's organic processing facilities. The County will work with City to identify the specifications for accepting the material types including scheduling of deliveries and quantities.

CHANGES TO SPECIFICATIONS

County reserves the right to modify the Specifications found in this Appendix due to a change in law or regulation or in consideration of operational or Organic Processing Infrastructure needs. County shall provide 90 days notice regarding changes to this Appendix.

Attachment 3

CITY ORGANIC TONNAGE LIMIT

Attachment 3

CITY ORGANIC TONNAGE LIMIT

The City Organic Tonnage Limit listed in the Attachment is the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Agreement.

Jurisdiction	Designated Greenery	City Organic Tonnage Limit		
		Daily Limit[1]	**Monthly Limit[2]**	**Annual Limit**
TBD		_____tons	_____ tons	_____ tons
TBD				
TBD				
TBD				

1. Daily Limit includes up to 20% by weight of source separated manure and stable bedding.

2. In the event City delivers less than their monthly limit, County may allocate unused City capacity at its discretion.

Attachment 4

ORGANIC INFRASTRUCTURE RESOLUTION

RESOLUTION NO. 19-19-031

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA DIRECTING OC WASTE & RECYCLING TO UTILIZE EXISTING COUNTY RESOURCES TO RESEARCH OPPORTUNITIES AND DEVELOP STRATEGIES TO ACHIEVE STATE IMPOSED ORGANICS RECYCLING MANDATES.

WHEREAS, in 1989 the State of California enacted AB 939 (Sher), The Integrated Waste Management Act, requiring jurisdictions to divert a minimum of 50% of waste then going to landfills;

WHEREAS, in 2014 the State of California enacted AB 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50% per capita disposal rate;

WHEREAS, in 2018, Orange County cities delivered approximately 513,000 tons of processed green material to Orange County landfills accepted for free to be used as alternative daily cover, saving the residents of Orange County more than $17,000,000 over the comparable cost of disposal;

WHEREAS, beginning in 2020, due to the new influx of previously diverted processed green material several Orange County cities will have difficulty meeting the mandated 50% diversion rate due to a lack of organics processing infrastructure within Orange County;

WHEREAS, in 2016 the State of California enacted SB 1383 (Lara, Chapter 395, Statues of 2016), establishing methane emissions reduction targets, to be achieved via even greater diversion of organics from landfills, in a statewide effort to reduce emissions of short-lived climate pollutants;

WHEREAS, the state continually increases the type and volume of organics that must be diverted from landfills and recycled;

WHEREAS, transportation is the most significant cost component to managing any waste stream, and the County Landfill system is well suited to receive and process organic material;

WHEREAS, the Orange County Board of Supervisors has considered the needs of Orange County and the need for additional organic recycling infrastructure;

WHEREAS, the Orange County Board of Supervisors supports protecting consumers via the creation of an organics recycling infrastructure within Orange County;

WHEREAS, the Orange County Board of Supervisors is committed to fulfilling its legal obligations to meet state mandates in a manner that is least burdensome to taxpayers;

NOW, THEREFORE BE IT RESOLVED, the Orange County Board of Supervisors acknowledges that the County has an interest in utilizing County resources to support the region in developing additional organics recycling infrastructure. The Board **HEREBY ORDERS** as follows:

SECTION 1. OC Waste & Recycling (OCWR) shall research opportunities and use available county resources to develop strategies and programs to achieve state-imposed organics recycling mandates for County unincorporated areas and where feasible leverage and extend similar opportunities to serve other public agencies and incorporated portions of Orange County.

SECTION 2. OCWR shall work transparently with all stakeholders to achieve the above-stated goals.

SECTION 3. Authorize OCWR to seek opportunities for organics recycling grants to help offset the costs of organics recycling research, program implementation and other related expenses. OCWR shall comply with County policies in applying for and accepting grants.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 23, 2019, to wit:

AYES:	Supervisors:	LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL DONALD P. WAGNER, DOUG CHAFFEE
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	

CHAIRWOMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 19-031

Agenda Date: 04/23/2019

Item No: 48

I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By. _____
Deputy

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of March 24, 2026 (the "Acknowledgment"), and between the City of Laguna Hills (the "City") and CR&R INCORPARATED (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled Agreement for the Collection, Transportation, Processing and Diversion of Recyclable Materials, Food Scraps, Yard Trimmings, Construction and Demolition Debris and Other Materials and for the Collection, Transportation and Disposal of Municipal Solid Waste dated as of June 2024 (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of March 24, 2026; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 24th day of March, 2026.

"CITY"

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

"FRANCHISE HAULER"

Signature: _____

Printed Name: _____

Title: _____

WISE AGREEMENT
Service Coordinator Designation Form

Section 3.5(C) of the WISE Agreement reads as follows:

"Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party."

City/District Name:	City of Laguna Hills
Service Coordinator Name:	Joe Ames
Service Coordinator Telephone Number:	949-707-2655
Service Coordinator Email Address:	James@lagunahillsca.gov

This designation is effective immediately and replaces all prior designations.

Approved by City Manager/General Manager or designee:

_____

Bob Wingenroth, City Manager

_____

Date

City of Laguna Hills
Proposed Solid Waste and Recycling Rates Exhibit
Rates Effective 7/1/2026

	Description			Current Rate	New Rate	Price Change
Table 1.	**Monthly Residential Basic Level of Service (weekly collection service unless otherwise stated)**					
1e	Residential using 35 gallon MSW - Compost	Bundle - 1 MSW, 1 Organics, up to 2 Recycle	Compost	22.13	24.17	2.04
1e	Residential using 65 gallon MSW - Compost	Bundle - 1 MSW, 1 Organics, up to 2 Recycle	Compost	23.71	26.47	2.76
1e	Residential using 95 gallon MSW- Compost	Bundle - 1 MSW, 1 Organics, up to 2 Recycle	Compost	25.02	28.37	3.35
1f	Residential using 35 gallon MSW - AD	Bundle - 1 MSW, 1 Organics, up to 2 Recycle	AD	24.77	27.04	2.27
1f	Residential using 65 gallon MSW - AD	Bundle - 1 MSW, 1 Organics, up to 2 Recycle	AD	26.34	29.33	2.99
1f	Residential using 95 gallon MSW - AD	Bundle - 1 MSW, 1 Organics, up to 2 Recycle	AD	27.66	31.24	3.58
1a	Additional Organics - Compost	35-, 65-or 95-gallon, each		6.76	7.23	0.47
1b	Additional Organics - AD	35-, 65-or 95-gallon, each		9.40	10.11	0.71
1c	Additional Recycling	35-, 65-or 95-gallon, each		3.78	4	0.22
1d	Additional MSW Cart - 35 gallon	35 gallon		5.98	7.02	1.04
1d	Additional MSW Cart - 65 gallon	65 gallon		7.56	9.32	1.76
1d	Additional MSW Cart - 95 gallon	95 gallon		8.87	11.23	2.36
1g	Residential stable bedding	35-, 65- or 95-gallon, each		52.17	56.6	4.43
1g	Residential stable bedding	3-yd bin		206.64	224.28	17.64
Table 2.	**Monthly Commercial and Multi-Family Single Material and Single Stream Recyclables**					
2a	35 Gallon Cart	1 pick-up per week	Recycling	42.96	45.06	2.10
2a	35 Gallon Cart	2 pick-up per week	Recycling	59.72	62.7	2.98
2a	35 Gallon Cart	3 pick-up per week	Recycling	70.41	74	3.59
2a	35 Gallon Cart	4 pick-up per week	Recycling	86.22	90.64	4.42
2a	35 Gallon Cart	5 pick-up per week	Recycling	101.38	106.6	5.22
2a	35 Gallon Cart	6 pick-up per week	Recycling	115.91	121.91	6.00
2b	65 Gallon Cart	1 pick-up per week	Recycling	45.55	47.85	2.30
2b	65 Gallon Cart	2 pick-up per week	Recycling	64.91	68.31	3.40
2b	65 Gallon Cart	3 pick-up per week	Recycling	78.19	82.39	4.20
2b	65 Gallon Cart	4 pick-up per week	Recycling	96.59	101.83	5.24
2b	65 Gallon Cart	5 pick-up per week	Recycling	114.34	120.6	6.26
2b	65 Gallon Cart	6 pick-up per week	Recycling	131.46	138.71	7.25
2c	95 Gallon Cart	1 pick-up per week	Recycling	48.14	50.64	2.50
2c	95 Gallon Cart	2 pick-up per week	Recycling	70.09	73.91	3.82
2c	95 Gallon Cart	3 pick-up per week	Recycling	85.97	90.78	4.81

2c	95 Gallon Cart	4 pick-up per week	Recycling	106.96	113.03	6.07
2c	95 Gallon Cart	5 pick-up per week	Recycling	127.31	134.57	7.26
2c	95 Gallon Cart	6 pick-up per week	Recycling	147.02	155.49	8.47
2d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	1 pick-up per week	Recycling	49.40	52.28	2.88
2d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	2 pick-up per week	Recycling	77.85	82.6	4.75
2d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	3 pick-up per week	Recycling	101.44	107.86	6.42
2d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	4 pick-up per week	Recycling	129.12	137.4	8.28
2d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	5 pick-up per week	Recycling	156.29	166.41	10.12
2d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	6 pick-up per week	Recycling	182.95	194.86	11.91
2e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	1 pick-up per week	Recycling	58.13	61.68	3.55
2e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	2 pick-up per week	Recycling	95.31	101.45	6.14
2e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	3 pick-up per week	Recycling	127.63	136.12	8.49
2e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	4 pick-up per week	Recycling	164.03	175.07	11.04
2e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	5 pick-up per week	Recycling	199.93	213.5	13.57
2e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	6 pick-up per week	Recycling	235.32	251.38	16.06
2f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	1 pick-up per week	Recycling	66.86	71.11	4.25
2f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	2 pick-up per week	Recycling	112.76	120.27	7.51
2f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	3 pick-up per week	Recycling	153.81	164.37	10.56
2f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	4 pick-up per week	Recycling	198.95	212.76	13.81
2f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	5 pick-up per week	Recycling	243.57	260.58	17.01
2f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	6 pick-up per week	Recycling	287.69	307.87	20.18
2g	3 Cubic Yard Bin	1 pick-up per week	Recycling	93.45	99.5	6.05
2g	3 Cubic Yard Bin	2 pick-up per week	Recycling	159.95	170.78	10.83
2g	3 Cubic Yard Bin	3 pick-up per week	Recycling	220.20	235.55	15.35
2g	3 Cubic Yard Bin	4 pick-up per week	Recycling	285.72	305.82	20.10
2g	3 Cubic Yard Bin	5 pick-up per week	Recycling	350.57	375.4	24.83
2g	3 Cubic Yard Bin	6 pick-up per week	Recycling	414.77	444.28	29.51
2h	4 Cubic Yard Bin	1 pick-up per week	Recycling	124.59	132.66	8.07
2h	4 Cubic Yard Bin	2 pick-up per week	Recycling	213.26	227.73	14.47
2h	4 Cubic Yard Bin	3 pick-up per week	Recycling	293.60	314.08	20.48
2h	4 Cubic Yard Bin	4 pick-up per week	Recycling	380.95	407.75	26.80
2h	4 Cubic Yard Bin	5 pick-up per week	Recycling	467.43	500.53	33.10
2h	4 Cubic Yard Bin	6 pick-up per week	Recycling	553.03	592.37	39.34
2i	6 Cubic Yard Bin	1 pick-up per week	Recycling	186.89	199	12.11
2i	6 Cubic Yard Bin	2 pick-up per week	Recycling	319.89	341.59	21.70
2i	6 Cubic Yard Bin	3 pick-up per week	Recycling	440.40	471.11	30.71
2i	6 Cubic Yard Bin	4 pick-up per week	Recycling	571.43	611.64	40.21
2i	6 Cubic Yard Bin	5 pick-up per week	Recycling	701.14	750.79	49.65
2i	6 Cubic Yard Bin	6 pick-up per week	Recycling	829.54	888.57	59.03
	2 Cubic Yard Bin Compactor	1 pick-up per week	Recycling	111.01	119.7	8.69

	2 Cubic Yard Bin Compactor	2 pick-up per week	Recycling	199.10	215.29	16.19
	2 Cubic Yard Bin Compactor	3 pick-up per week	Recycling	281.87	305.3	23.43
	2 Cubic Yard Bin Compactor	4 pick-up per week	Recycling	369.12	400.01	30.89
	2 Cubic Yard Bin Compactor	5 pick-up per week	Recycling	455.81	494.13	38.32
	2 Cubic Yard Bin Compactor	6 pick-up per week	Recycling	541.94	587.67	45.73
	3 Cubic Yard Bin Compactor	1 pick-up per week	Recycling	159.03	171.68	12.65
	3 Cubic Yard Bin Compactor	2 pick-up per week	Recycling	288.58	312.35	23.77
	3 Cubic Yard Bin Compactor	3 pick-up per week	Recycling	411.31	445.86	34.55
	3 Cubic Yard Bin Compactor	4 pick-up per week	Recycling	539.79	585.41	45.62
	3 Cubic Yard Bin Compactor	5 pick-up per week	Recycling	667.54	724.22	56.68
	3 Cubic Yard Bin Compactor	6 pick-up per week	Recycling	794.58	862.24	67.66
	4 Cubic Yard Bin Compactor	1 pick-up per week	Recycling	212.04	228.88	16.84
	4 Cubic Yard Bin Compactor	2 pick-up per week	Recycling	384.78	416.46	31.68
	4 Cubic Yard Bin Compactor	3 pick-up per week	Recycling	548.41	594.48	46.07
	4 Cubic Yard Bin Compactor	4 pick-up per week	Recycling	719.72	780.55	60.83
	4 Cubic Yard Bin Compactor	5 pick-up per week	Recycling	890.06	965.62	75.56
	4 Cubic Yard Bin Compactor	6 pick-up per week	Recycling	1059.45	1149.65	90.20
Table 3.	**Monthly Commercial and Multi-Family Food Scraps**					
3a	35 Gallon Cart	1 pick-up per week	Food Scraps	42.96	45.06	2.10
3a	35 Gallon Cart	2 pick-up per week	Food Scraps	59.72	62.7	2.98
3a	35 Gallon Cart	3 pick-up per week	Food Scraps	70.41	74	3.59
3a	35 Gallon Cart	4 pick-up per week	Food Scraps	86.22	90.64	4.42
3a	35 Gallon Cart	5 pick-up per week	Food Scraps	101.38	106.6	5.22
3a	35 Gallon Cart	6 pick-up per week	Food Scraps	115.91	121.91	6.00
3b	65 Gallon Cart	1 pick-up per week	Food Scraps	45.55	47.85	2.30
3b	65 Gallon Cart	2 pick-up per week	Food Scraps	64.91	68.31	3.40
3b	65 Gallon Cart	3 pick-up per week	Food Scraps	78.19	82.39	4.20
3b	65 Gallon Cart	4 pick-up per week	Food Scraps	96.59	101.83	5.24
3b	65 Gallon Cart	5 pick-up per week	Food Scraps	114.34	120.6	6.26
3b	65 Gallon Cart	6 pick-up per week	Food Scraps	131.46	138.71	7.25
3c	1 Cubic Yard Bin (standalone)	1 pick-up per week	Food Scraps	48.14	50.64	2.50
3c	1 Cubic Yard Bin (standalone)	2 pick-up per week	Food Scraps	70.09	73.91	3.82
3c	1 Cubic Yard Bin (standalone)	3 pick-up per week	Food Scraps	85.97	90.78	4.81
3c	1 Cubic Yard Bin (standalone)	4 pick-up per week	Food Scraps	106.96	113.03	6.07
3c	1 Cubic Yard Bin (standalone)	5 pick-up per week	Food Scraps	127.31	134.57	7.26
3c	1 Cubic Yard Bin (standalone)	6 pick-up per week	Food Scraps	147.02	155.49	8.47
3d	1.5 Cubic Yard Bin (standalone)	1 pick-up per week	Food Scraps	49.40	52.28	2.88
3d	1.5 Cubic Yard Bin (standalone)	2 pick-up per week	Food Scraps	77.85	82.6	4.75
3d	1.5 Cubic Yard Bin (standalone)	3 pick-up per week	Food Scraps	101.44	107.86	6.42
3d	1.5 Cubic Yard Bin (standalone)	4 pick-up per week	Food Scraps	129.12	137.4	8.28

3d	1.5 Cubic Yard Bin (standalone)	5 pick-up per week	Food Scraps	156.29	166.41	10.12
3d	1.5 Cubic Yard Bin (standalone)	6 pick-up per week	Food Scraps	182.95	194.86	11.91
3e	2 Cubic Yard Bin (standalone)	1 pick-up per week	Food Scraps	58.13	61.68	3.55
3e	2 Cubic Yard Bin (standalone)	2 pick-up per week	Food Scraps	95.31	101.45	6.14
3e	2 Cubic Yard Bin (standalone)	3 pick-up per week	Food Scraps	127.63	136.12	8.49
3e	2 Cubic Yard Bin (standalone)	4 pick-up per week	Food Scraps	164.03	175.07	11.04
3e	2 Cubic Yard Bin (standalone)	5 pick-up per week	Food Scraps	199.93	213.5	13.57
3e	2 Cubic Yard Bin (standalone)	6 pick-up per week	Food Scraps	235.32	251.38	16.06
Table 4. Commercial and Multi-Family Source-separated Yard Trimmings						
4a	35 Gallon Cart	1 pick-up per week	Yard Trimmings	42.96	45.06	2.10
4a	35 Gallon Cart	2 pick-up per week	Yard Trimmings	59.72	62.7	2.98
4a	35 Gallon Cart	3 pick-up per week	Yard Trimmings	70.41	74	3.59
4a	35 Gallon Cart	4 pick-up per week	Yard Trimmings	86.22	90.64	4.42
4a	35 Gallon Cart	5 pick-up per week	Yard Trimmings	101.38	106.6	5.22
4a	35 Gallon Cart	6 pick-up per week	Yard Trimmings	115.91	121.91	6.00
4b	65 Gallon Cart	1 pick-up per week	Yard Trimmings	45.55	47.85	2.30
4b	65 Gallon Cart	2 pick-up per week	Yard Trimmings	64.91	68.31	3.40
4b	65 Gallon Cart	3 pick-up per week	Yard Trimmings	78.19	82.39	4.20
4b	65 Gallon Cart	4 pick-up per week	Yard Trimmings	96.59	101.83	5.24
4b	65 Gallon Cart	5 pick-up per week	Yard Trimmings	114.34	120.6	6.26
4b	65 Gallon Cart	6 pick-up per week	Yard Trimmings	131.46	138.71	7.25
4c	1 Cubic Yard Bin (standalone)	1 pick-up per week	Yard Trimmings	48.14	50.64	2.50
4c	1 Cubic Yard Bin (standalone)	2 pick-up per week	Yard Trimmings	70.09	73.91	3.82
4c	1 Cubic Yard Bin (standalone)	3 pick-up per week	Yard Trimmings	85.97	90.78	4.81
4c	1 Cubic Yard Bin (standalone)	4 pick-up per week	Yard Trimmings	106.96	113.03	6.07
4c	1 Cubic Yard Bin (standalone)	5 pick-up per week	Yard Trimmings	127.31	134.57	7.26
4c	1 Cubic Yard Bin (standalone)	6 pick-up per week	Yard Trimmings	147.02	155.49	8.47
4d	1.5 Cubic Yard Bin (standalone)	1 pick-up per week	Yard Trimmings	49.40	52.28	2.88
4d	1.5 Cubic Yard Bin (standalone)	2 pick-up per week	Yard Trimmings	77.85	82.6	4.75
4d	1.5 Cubic Yard Bin (standalone)	3 pick-up per week	Yard Trimmings	101.44	107.86	6.42
4d	1.5 Cubic Yard Bin (standalone)	4 pick-up per week	Yard Trimmings	129.12	137.4	8.28
4d	1.5 Cubic Yard Bin (standalone)	5 pick-up per week	Yard Trimmings	156.29	166.41	10.12
4d	1.5 Cubic Yard Bin (standalone)	6 pick-up per week	Yard Trimmings	182.95	194.86	11.91
4e	2 Cubic Yard Bin (standalone)	1 pick-up per week	Yard Trimmings	58.13	61.68	3.55
4e	2 Cubic Yard Bin (standalone)	2 pick-up per week	Yard Trimmings	95.31	101.45	6.14
4e	2 Cubic Yard Bin (standalone)	3 pick-up per week	Yard Trimmings	127.63	136.12	8.49
4e	2 Cubic Yard Bin (standalone)	4 pick-up per week	Yard Trimmings	164.03	175.07	11.04
4e	2 Cubic Yard Bin (standalone)	5 pick-up per week	Yard Trimmings	199.93	213.5	13.57
4e	2 Cubic Yard Bin (standalone)	6 pick-up per week	Yard Trimmings	235.32	251.38	16.06
4f	3 Cubic Yard Bin (standalone)	1 pick-up per week	Yard Trimmings	93.45	99.5	6.05

4f	3 Cubic Yard Bin (standalone)	2 pick-up per week	Yard Trimmings	159.95	170.78	10.83
4f	3 Cubic Yard Bin (standalone)	3 pick-up per week	Yard Trimmings	220.20	235.55	15.35
4f	3 Cubic Yard Bin (standalone)	4 pick-up per week	Yard Trimmings	285.72	305.82	20.10
4f	3 Cubic Yard Bin (standalone)	5 pick-up per week	Yard Trimmings	350.57	375.4	24.83
4f	3 Cubic Yard Bin (standalone)	6 pick-up per week	Yard Trimmings	414.77	444.28	29.51
4g	4 Cubic Yard Bin (standalone)	1 pick-up per week	Yard Trimmings	124.59	132.66	8.07
4g	4 Cubic Yard Bin (standalone)	2 pick-up per week	Yard Trimmings	213.26	227.73	14.47
4g	4 Cubic Yard Bin (standalone)	3 pick-up per week	Yard Trimmings	293.60	314.08	20.48
4g	4 Cubic Yard Bin (standalone)	4 pick-up per week	Yard Trimmings	380.95	407.75	26.80
4g	4 Cubic Yard Bin (standalone)	5 pick-up per week	Yard Trimmings	467.43	500.53	33.10
4g	4 Cubic Yard Bin (standalone)	6 pick-up per week	Yard Trimmings	553.03	592.37	39.34
Table 5. Commercial and Multi-Family Co-collected Food Scraps and Yard Trimmings and Stable Bedding and Manure						
5a	35 Gallon Cart	1 pick-up per week	Organics (Co-collected FW YT)	42.96	45.06	2.10
5a	35 Gallon Cart	2 pick-up per week	Organics (Co-collected FW YT)	59.72	62.7	2.98
5a	35 Gallon Cart	3 pick-up per week	Organics (Co-collected FW YT)	70.41	74	3.59
5a	35 Gallon Cart	4 pick-up per week	Organics (Co-collected FW YT)	86.22	90.64	4.42
5a	35 Gallon Cart	5 pick-up per week	Organics (Co-collected FW YT)	101.38	106.6	5.22
5a	35 Gallon Cart	6 pick-up per week	Organics (Co-collected FW YT)	115.91	121.91	6.00
5b	65 Gallon Cart	1 pick-up per week	Organics (Co-collected FW YT)	45.55	47.85	2.30
5b	65 Gallon Cart	2 pick-up per week	Organics (Co-collected FW YT)	64.91	68.31	3.40
5b	65 Gallon Cart	3 pick-up per week	Organics (Co-collected FW YT)	78.19	82.39	4.20
5b	65 Gallon Cart	4 pick-up per week	Organics (Co-collected FW YT)	96.59	101.83	5.24
5b	65 Gallon Cart	5 pick-up per week	Organics (Co-collected FW YT)	114.34	120.6	6.26
5b	65 Gallon Cart	6 pick-up per week	Organics (Co-collected FW YT)	131.46	138.71	7.25
5c	1 Cubic Yard Bin (standalone)	1 pick-up per week	Organics (Co-collected FW YT)	48.14	50.64	2.50
5c	1 Cubic Yard Bin (standalone)	2 pick-up per week	Organics (Co-collected FW YT)	70.09	73.91	3.82
5c	1 Cubic Yard Bin (standalone)	3 pick-up per week	Organics (Co-collected FW YT)	85.97	90.78	4.81
5c	1 Cubic Yard Bin (standalone)	4 pick-up per week	Organics (Co-collected FW YT)	106.96	113.03	6.07
5c	1 Cubic Yard Bin (standalone)	5 pick-up per week	Organics (Co-collected FW YT)	127.31	134.57	7.26
5c	1 Cubic Yard Bin (standalone)	6 pick-up per week	Organics (Co-collected FW YT)	147.02	155.49	8.47
5d	1.5 Cubic Yard Bin (standalone)	1 pick-up per week	Organics (Co-collected FW YT)	49.40	52.28	2.88
5d	1.5 Cubic Yard Bin (standalone)	2 pick-up per week	Organics (Co-collected FW YT)	77.85	82.6	4.75
5d	1.5 Cubic Yard Bin (standalone)	3 pick-up per week	Organics (Co-collected FW YT)	101.44	107.86	6.42
5d	1.5 Cubic Yard Bin (standalone)	4 pick-up per week	Organics (Co-collected FW YT)	129.12	137.4	8.28
5d	1.5 Cubic Yard Bin (standalone)	5 pick-up per week	Organics (Co-collected FW YT)	156.29	166.41	10.12
5d	1.5 Cubic Yard Bin (standalone)	6 pick-up per week	Organics (Co-collected FW YT)	182.95	194.86	11.91
5e	2 Cubic Yard Bin (standalone)	1 pick-up per week	Organics (Co-collected FW YT)	58.13	61.68	3.55
5e	2 Cubic Yard Bin (standalone)	2 pick-up per week	Organics (Co-collected FW YT)	95.31	101.45	6.14
5e	2 Cubic Yard Bin (standalone)	3 pick-up per week	Organics (Co-collected FW YT)	127.63	136.12	8.49
5e	2 Cubic Yard Bin (standalone)	4 pick-up per week	Organics (Co-collected FW YT)	164.03	175.07	11.04

5e	2 Cubic Yard Bin (standalone)	5 pick-up per week	Organics (Co-collected FW YT)	199.93	213.5	13.57
5e	2 Cubic Yard Bin (standalone)	6 pick-up per week	Organics (Co-collected FW YT)	235.32	251.38	16.06
Table 6. Commercial and Multi-Family MSW Route Service - MSW Hauled directly to the landfill						
6a	35 Gallon Cart	1 pick-up per week	Landfill	85.92	92.12	6.20
6a	35 Gallon Cart	2 pick-up per week	Landfill	119.44	129.38	9.94
6a	35 Gallon Cart	3 pick-up per week	Landfill	140.83	153.91	13.08
6a	35 Gallon Cart	4 pick-up per week	Landfill	172.43	189.17	16.74
6a	35 Gallon Cart	5 pick-up per week	Landfill	202.76	223.09	20.33
6a	35 Gallon Cart	6 pick-up per week	Landfill	231.81	255.67	23.86
6b	65 Gallon Cart	1 pick-up per week	Landfill	91.10	99.41	8.31
6b	65 Gallon Cart	2 pick-up per week	Landfill	129.81	143.93	14.12
6b	65 Gallon Cart	3 pick-up per week	Landfill	156.38	175.78	19.40
6b	65 Gallon Cart	4 pick-up per week	Landfill	193.17	218.32	25.15
6b	65 Gallon Cart	5 pick-up per week	Landfill	228.69	259.53	30.84
6b	65 Gallon Cart	6 pick-up per week	Landfill	262.93	299.39	36.46
6c	95 Gallon Cart	1 pick-up per week	Landfill	96.29	106.67	10.38
6c	95 Gallon Cart	2 pick-up per week	Landfill	140.18	158.51	18.33
6c	95 Gallon Cart	3 pick-up per week	Landfill	171.94	197.63	25.69
6c	95 Gallon Cart	4 pick-up per week	Landfill	213.91	247.46	33.55
6c	95 Gallon Cart	5 pick-up per week	Landfill	254.61	295.95	41.34
6c	95 Gallon Cart	6 pick-up per week	Landfill	294.04	343.11	49.07
6d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	1 pick-up per week	Landfill	98.81	115.94	17.13
6d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	2 pick-up per week	Landfill	155.70	188	32.30
6d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	3 pick-up per week	Landfill	202.88	249.93	47.05
6d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	4 pick-up per week	Landfill	258.24	320.39	62.15
6d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	5 pick-up per week	Landfill	312.58	389.76	77.18
6d	1 Cubic Yard Bin (standalone or half of 2-yard split bin)	6 pick-up per week	Landfill	365.89	458.1	92.21
6e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	1 pick-up per week	Landfill	116.26	140.49	24.23
6e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	2 pick-up per week	Landfill	190.61	237.07	46.46
6e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	3 pick-up per week	Landfill	255.25	323.5	68.25
6e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	4 pick-up per week	Landfill	328.07	418.51	90.44
6e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	5 pick-up per week	Landfill	399.86	512.44	112.58
6e	1.5 Cubic Yard Bin (standalone or half of 3-yard split bin)	6 pick-up per week	Landfill	470.63	605.29	134.66
6f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	1 pick-up per week	Landfill	133.72	165	31.28
6f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	2 pick-up per week	Landfill	225.53	286.13	60.60
6f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	3 pick-up per week	Landfill	307.62	397.1	89.48
6f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	4 pick-up per week	Landfill	397.90	516.62	118.72
6f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	5 pick-up per week	Landfill	487.15	635.09	147.94
6f	2 Cubic Yard Bin (standalone or half of 4-yd split bin)	6 pick-up per week	Landfill	575.37	752.47	177.10
6g	3 Cubic Yard Bin	1 pick-up per week	Landfill	186.89	233.18	46.29

6g	3 Cubic Yard Bin	2 pick-up per week	Landfill	319.89	409.94	90.05
6g	3 Cubic Yard Bin	3 pick-up per week	Landfill	440.40	573.64	133.24
6g	3 Cubic Yard Bin	4 pick-up per week	Landfill	571.43	748.33	176.90
6g	3 Cubic Yard Bin	5 pick-up per week	Landfill	701.14	921.67	220.53
6g	3 Cubic Yard Bin	6 pick-up per week	Landfill	829.54	1093.61	264.07
6h	4 Cubic Yard Bin	1 pick-up per week	Landfill	249.19	310.9	61.71
6h	4 Cubic Yard Bin	2 pick-up per week	Landfill	426.52	546.59	120.07
6h	4 Cubic Yard Bin	3 pick-up per week	Landfill	587.20	764.84	177.64
6h	4 Cubic Yard Bin	4 pick-up per week	Landfill	761.91	997.8	235.89
6h	4 Cubic Yard Bin	5 pick-up per week	Landfill	934.86	1228.88	294.02
6h	4 Cubic Yard Bin	6 pick-up per week	Landfill	1106.06	1458.16	352.10
6i	6 Cubic Yard Bin	1 pick-up per week	Landfill	373.78	466.34	92.56
6i	6 Cubic Yard Bin	2 pick-up per week	Landfill	639.78	819.89	180.11
6i	6 Cubic Yard Bin	3 pick-up per week	Landfill	880.81	1147.27	266.46
6i	6 Cubic Yard Bin	4 pick-up per week	Landfill	1142.86	1496.68	353.82
6i	6 Cubic Yard Bin	5 pick-up per week	Landfill	1402.29	1843.33	441.04
6i	6 Cubic Yard Bin	6 pick-up per week	Landfill	1659.09	2187.23	528.14
	2 Cubic Yard Bin Compactor	1 pick-up per week	Landfill	222.02	296.35	74.33
	2 Cubic Yard Bin Compactor	2 pick-up per week	Landfill	398.20	544.51	146.31
	2 Cubic Yard Bin Compactor	3 pick-up per week	Landfill	563.75	781.46	217.71
	2 Cubic Yard Bin Compactor	4 pick-up per week	Landfill	738.25	1027.87	289.62
	2 Cubic Yard Bin Compactor	5 pick-up per week	Landfill	911.63	1273.09	361.46
	2 Cubic Yard Bin Compactor	6 pick-up per week	Landfill	1083.89	1517.11	433.22
	3 Cubic Yard Bin Compactor	1 pick-up per week	Landfill	318.06	428.8	110.74
	3 Cubic Yard Bin Compactor	2 pick-up per week	Landfill	577.17	795.59	218.42
	3 Cubic Yard Bin Compactor	3 pick-up per week	Landfill	822.62	1148.03	325.41
	3 Cubic Yard Bin Compactor	4 pick-up per week	Landfill	1079.58	1512.58	433.00
	3 Cubic Yard Bin Compactor	5 pick-up per week	Landfill	1335.10	1875.6	540.50
	3 Cubic Yard Bin Compactor	6 pick-up per week	Landfill	1589.18	2237.12	647.94
	4 Cubic Yard Bin Compactor	1 pick-up per week	Landfill	424.08	571.72	147.64
	4 Cubic Yard Bin Compactor	2 pick-up per week	Landfill	769.57	1060.79	291.22
	4 Cubic Yard Bin Compactor	3 pick-up per week	Landfill	1096.84	1530.72	433.88
	4 Cubic Yard Bin Compactor	4 pick-up per week	Landfill	1439.44	2016.78	577.34
	4 Cubic Yard Bin Compactor	5 pick-up per week	Landfill	1780.13	2500.81	720.68
	4 Cubic Yard Bin Compactor	6 pick-up per week	Landfill	2118.91	2982.84	863.93
Table 7. Permanent Compactor and Roll-Off Box Single-Material Recycling Service or Single-stream Recycling Service						
7a	3 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	268.51	288.32	19.81
7b	4 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	358.01	384.4	26.39
7c	6 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	537.01	576.64	39.63
7d	10 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	861.75	927.67	65.92

7e	20 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	723.78	777.59	53.81
7f	25 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	723.78	777.59	53.81
7g	30 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	723.78	777.59	53.81
7h	40 Cu Yd Compactor	On-call or scheduled service	Single and Mixed Recycling	723.78	777.59	53.81
7i	10 Cu Yd Roll Off Box	On-call or scheduled service	Single and Mixed Recycling	814.33	877.78	63.45
7j	20 Cu Yd Roll Off Box	On-call or scheduled service	Single and Mixed Recycling	565.31	606.91	41.60
7k	25 Cu Yd Roll Off Box	On-call or scheduled service	Single and Mixed Recycling	565.31	606.91	41.60
7l	30 Cu Yd Roll Off Box	On-call or scheduled service	Single and Mixed Recycling	565.31	606.91	41.60
7m	40 Cu Yd Roll Off Box	On-call or scheduled service	Single and Mixed Recycling	565.31	606.91	41.60
Table 8 &10 Permanent Compactor and Roll-Off Box - Source Separated Food Scraps and Co-Collected FS & YT						
8-10a	3 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	503.46	543.89	40.43
8-10b	4 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	671.28	725.16	53.88
8-10c	6 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1006.91	1087.74	80.83
8-10d	10 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1637.75	1771.73	133.98
8-10e	20 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1326.86	1433.57	106.71
8-10f	25 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1326.86	1433.57	106.71
8-10g	30 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1326.86	1433.57	106.71
8-10h	40 Cu Yd Compactor	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1326.86	1433.57	106.71
8-10i	10 Cu Yd Roll Off Box	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1590.32	1721.85	131.53
8-10j	20 Cu Yd Roll Off Box	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1029.22	1111.5	82.28
8-10k	25 Cu Yd Roll Off Box	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1029.22	1111.5	82.28
8-10l	30 Cu Yd Roll Off Box	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1029.22	1111.5	82.28
8-10m	40 Cu Yd Roll Off Box	On-call or scheduled service	Food Scraps, and Co-Collected FS YT	1029.22	1111.5	82.28
Table 9 Permanent Compactor and Roll-Off Box - Source Separated Yard Trimmings						
9a	3 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	268.51	288.32	19.81
9b	4 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	358.01	384.4	26.39
9c	6 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	537.01	576.64	39.63
9d	10 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	861.75	927.67	65.92
9e	20 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	723.78	777.59	53.81
9f	25 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	723.78	777.59	53.81
9g	30 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	723.78	777.59	53.81
9h	40 Cu Yd Compactor	On-call or scheduled service	Yard Trimmings	723.78	777.59	53.81
9i	10 Cu Yd Roll Off Box	On-call or scheduled service	Yard Trimmings	814.33	877.78	63.45
9j	20 Cu Yd Roll Off Box	On-call or scheduled service	Yard Trimmings	565.31	606.91	41.60
9k	25 Cu Yd Roll Off Box	On-call or scheduled service	Yard Trimmings	565.31	606.91	41.60
9l	30 Cu Yd Roll Off Box	On-call or scheduled service	Yard Trimmings	565.31	606.91	41.60
9m	40 Cu Yd Roll Off Box	On-call or scheduled service	Yard Trimmings	565.31	606.91	41.60
Table 11. Permanent Compactor and Roll-Off Box for Direct Haul to Landfill Service						
11a	3 Cu Yd Compactor	On-call or scheduled service	Landfill	327.06	408.06	81.00
11b	4 Cu Yd Compactor	On-call or scheduled service	Landfill	436.08	544.08	108.00

11c	6 Cu Yd Compactor	On-call or scheduled service	Landfill	654.12	816.12	162.00
11d	10 Cu Yd Compactor	On-call or scheduled service	Landfill	1030.06	1298.57	268.51
11e	20 Cu Yd Compactor	On-call or scheduled service	Landfill	908.65	1122.5	213.85
11f	25 Cu Yd Compactor	On-call or scheduled service	Landfill	908.65	1122.5	213.85
11g	30 Cu Yd Compactor	On-call or scheduled service	Landfill	908.65	1122.5	213.85
11h	40 Cu Yd Compactor	On-call or scheduled service	Landfill	908.65	1122.5	213.85
11i	10 Cu Yd Roll Off Box	On-call or scheduled service	Landfill	935.21	1198.8	263.59
11j	20 Cu Yd Roll Off Box	On-call or scheduled service	Landfill	716.08	881.01	164.93
11k	25 Cu Yd Roll Off Box	On-call or scheduled service	Landfill	716.08	881.01	164.93
11l	30 Cu Yd Roll Off Box	On-call or scheduled service	Landfill	716.08	881.01	164.93
11m	40 Cu Yd Roll Off Box	On-call or scheduled service	Landfill	716.08	881.01	164.93
Table 12. Temporary Bin and Roll-Off Bin Divertible Service - Single-Material Recyclables and Single-Stream Recyclables						
12a	2 Cubic Yard Bin	Same day, weekly, weekend	Single and Mixed Recycling	114.98	120.93	5.95
12b	3 Cubic Yard Bin	Same day, weekly, weekend	Single and Mixed Recycling	114.98	120.93	5.95
12c	4 Cubic Yard Bin	Same day, weekly, weekend	Single and Mixed Recycling	120.88	127.29	6.41
12d	6 Cubic Yard Bin	Same day, weekly, weekend	Single and Mixed Recycling	132.67	140.01	7.34
12e	10 Cu Yd Roll Off Box	Same day, weekly, weekend	Single and Mixed Recycling	518.31	557.05	38.74
12f	20 Cu Yd Roll Off Box	Same day, weekly, weekend	Single and Mixed Recycling	429.86	460.85	30.99
12g	25 Cu Yd Roll Off Box	Same day, weekly, weekend	Single and Mixed Recycling	429.86	460.85	30.99
12h	30 Cu Yd Roll Off Box	Same day, weekly, weekend	Single and Mixed Recycling	429.86	460.85	30.99
12i	40 Cu Yd Roll Off Box	Same day, weekly, weekend	Single and Mixed Recycling	385.64	412.74	27.10
Table 13 -15. Temporary Bin and Roll-Off Bin Divertible Service - Source-separated Food Scraps, Yard Trimmings, Co-collected FS & YT						
13-15a	2 Cubic Yard Bin	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	114.98	120.93	5.95
13-15b	3 Cubic Yard Bin	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	114.98	120.93	5.95
13-15c	4 Cubic Yard Bin	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	120.88	127.29	6.41
13-15d	6 Cubic Yard Bin	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	132.67	140.01	7.34
13-15e	10 Cu Yd Roll Off Box	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	518.31	557.05	38.74
13-15f	20 Cu Yd Roll Off Box	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	429.86	460.85	30.99
13-15g	25 Cu Yd Roll Off Box	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	429.86	460.85	30.99
13-15h	30 Cu Yd Roll Off Box	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	429.86	460.85	30.99
13-15i	40 Cu Yd Roll Off Box	Same day, weekly, weekend	Food Scraps, Yard Trim, Co-Collect	385.64	412.74	27.10
Table 16. Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Mixed C&D Processing						
16a	2 Cubic Yard Bin	Same day, weekly, weekend	Mixed C&D	243.77	256.41	12.64
16b	3 Cubic Yard Bin	Same day, weekly, weekend	Mixed C&D	275.96	290.95	14.99
16c	4 Cubic Yard Bin	Same day, weekly, weekend	Mixed C&D	308.16	325.49	17.33
16d	6 Cubic Yard Bin	Same day, weekly, weekend	Mixed C&D	372.55	394.58	22.03
16e	10 Cu Yd Roll Off Box	Same day, weekly, weekend	Mixed C&D	1036.63	1098.99	62.36
16f	20 Cu Yd Roll Off Box	Same day, weekly, weekend	Mixed C&D	1036.63	1098.99	62.36
16g	25 Cu Yd Roll Off Box	Same day, weekly, weekend	Mixed C&D	1036.63	1098.99	62.36
16h	30 Cu Yd Roll Off Box	Same day, weekly, weekend	Mixed C&D	1036.63	1098.99	62.36

16i	40 Cu Yd Roll Off Box	Same day, weekly, weekend	Mixed C&D	1036.63	1098.99	62.36
Table 17. Temporary Bin and Roll-Off Box Service - Including 2, 3, 4, and 6 yard Bin Service - Direct to Landfill Service						
17a	2 Cubic Yard Bin	Same day, weekly, weekend	Landfill	229.97	250.2	20.23
17b	3 Cubic Yard Bin	Same day, weekly, weekend	Landfill	229.97	250.2	20.23
17c	4 Cubic Yard Bin	Same day, weekly, weekend	Landfill	241.76	265.7	23.94
17d	6 Cubic Yard Bin	Same day, weekly, weekend	Landfill	265.35	296.69	31.34
17e	10 Cu Yd Roll Off Box	Same day, weekly, weekend	Landfill	1036.63	1370.61	333.98
17f	20 Cu Yd Roll Off Box	Same day, weekly, weekend	Landfill	859.73	1114.07	254.34
17g	25 Cu Yd Roll Off Box	Same day, weekly, weekend	Landfill	859.73	1114.07	254.34
17h	30 Cu Yd Roll Off Box	Same day, weekly, weekend	Landfill	859.73	1114.07	254.34
17i	40 Cu Yd Roll Off Box	Same day, weekly, weekend	Landfill	771.28	985.8	214.52
Table 18. Special Event Service - Direct to Landfill MSW Service						
18a	35 gallon cart	Special Event, landfill		68.73	73.69	4.96
18b	65 gallon cart	Special Event, landfill		72.88	79.51	6.63
18c	95 gallon cart	Special Event, landfill		77.03	85.34	8.31
18d	1 Cubic Yard Bin	Special Event, landfill		79.05	92.75	13.70
18e	1.5 Cubic Yard Bin	Special Event, landfill		93.01	112.38	19.37
18f	2 Cu. Yard Bin	Special Event, landfill		106.98	132.01	25.03
18g	3 Cu. Yard Bin	Special Event, landfill		149.51	186.53	37.02
18h	4 Cu. Yard Bin	Special Event, landfill		199.35	248.71	49.36
18i	6 Cu. Yard Bin	Special Event, landfill		299.02	373.1	74.08
18j	10 Cu Yd Roll-off	Special Event, landfill	Landfill	1036.63	1370.61	333.98
18k	20 Cu Yd Roll-off	Special Event, landfill	Landfill	859.73	1114.07	254.34
18l	25 Cu Yd Roll-off	Special Event, landfill	Landfill	859.73	1114.07	254.34
18m	30 Cu Yd Roll-off	Special Event, landfill	Landfill	859.73	1114.07	254.34
18n	40 Cu Yd Roll-off	Special Event, landfill	Landfill	771.28	985.8	214.52
18o	20 Cu Yd Compactor	Special Event, landfill	Landfill	1347.62	1781.81	434.19
18p	25 Cu Yd Compactor	Special Event, landfill	Landfill	1117.65	1448.3	330.65
18q	30 Cu Yd Compactor	Special Event, landfill	Landfill	1117.65	1448.3	330.65
18r	40 Cu Yd Compactor	Special Event, landfill	Landfill	1117.65	1448.3	330.65
Table 19. Special Event Service - Single-Material Recyclables and Single-Stream Recyclables						
19a	35 gallon cart	Special Event, Recycling		34.37	36.03	1.66
19b	65 gallon cart	Special Event, Recycling		36.44	38.29	1.85
19c	95 gallon cart	Special Event, Recycling		38.52	40.53	2.01
19d	1 Cubic Yard Bin	Special Event, Recycling		39.52	41.81	2.29
19e	1.5 Cubic Yard Bin	Special Event, Recycling		46.51	49.35	2.84
19f	2 Cu. Yard Bin	Special Event, Recycling		53.49	56.9	3.41
19g	3 Cu. Yard Bin	Special Event, Recycling		74.76	79.6	4.84
19h	4 Cu. Yard Bin	Special Event, Recycling		99.67	106.15	6.48
19i	6 Cu. Yard Bin	Special Event, Recycling		149.51	159.2	9.69

19j	10 Cu Yd Roll-off	Special Event, Recycling	518.31	557.05	38.74
19k	20 Cu Yd Roll-off	Special Event, Recycling	429.86	460.85	30.99
19l	25 Cu Yd Roll-off	Special Event, Recycling	429.86	460.85	30.99
19m	30 Cu Yd Roll-off	Special Event, Recycling	429.86	460.85	30.99
19n	40 Cu Yd Roll-off	Special Event, Recycling	385.64	412.74	27.10
19o	20 Cu Yd Compactor	Special Event, Recycling	673.81	724.16	50.35
19p	25 Cu Yd Compactor	Special Event, Recycling	558.82	599.1	40.28
19q	30 Cu Yd Compactor	Special Event, Recycling	558.82	599.1	40.28
19r	40 Cu Yd Compactor	Special Event, Recycling	558.82	599.1	40.28
Table 20. Special Event Service - Source-separated Food Scraps					
20a	35 gallon cart	Special Event, Food Scraps	34.37	36.03	1.66
20b	65 gallon cart	Special Event, Food Scraps	36.44	38.29	1.85
20c	1 Cubic Yard Bin	Special Event, Food Scraps	39.52	41.81	2.29
20d	1.5 Cubic Yard Bin	Special Event, Food Scraps	46.51	49.35	2.84
20e	2 Cu. Yard Bin	Special Event, Food Scraps	53.49	56.9	3.41
Table 21. Emergency Service - Landfill					
21a	3 Cu. Yard Bin	Emergency	373.78	466.34	92.56
21b	4 Cu. Yard Bin	Emergency	498.37	621.81	123.44
21c	6 Cu. Yard Bin	Emergency	747.56	932.7	185.14
21d	10 Cu Yd Roll-off	Emergency	2073.26	2741.24	667.98
21e	20 Cu Yd Roll-off	Emergency	2073.26	2741.24	667.98
21f	25 Cu Yd Roll-off	Emergency	2073.26	2741.24	667.98
21g	30 Cu Yd Roll-off	Emergency	2073.26	2741.24	667.98
21h	40 Cu Yd Roll-off	Emergency	2073.26	2741.24	667.98

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Approval of Amended and Restated NPDES Stormwater Permit Implementation Agreement

Recommendation: That the City Council: 1. Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively called Permittees); and 2. Authorize the Mayor to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

Background:

In South Orange County, two primary initiatives address water resource management and surface water quality protection: (1) the South Orange County Integrated Regional Water Management Plan (IRWMP) and (2) the Orange County Stormwater Program.

The IRWMP serves as a comprehensive framework that unites various planning efforts across sectors, engaging jurisdictions, water, wastewater, and groundwater agencies, environmental organizations, and local residents. Its objectives include balancing water supply, habitat restoration, surface water quality improvement, and flood management priorities. The IRWMP Executive Committee meets three times per year to advance these planning efforts.

The Orange County Stormwater Program focuses on stormwater management and compliance with California Regional Water Quality Control Board-issued Municipal Separate Storm Sewer System (MS4) Permits by targeting pollutant reduction in runoff and safeguarding surface water quality. The City of Laguna Hills is a Permittee under

both the Santa Ana and San Diego Regional Board-issued municipal MS4 permits.

The original NPDES Stormwater Permit Implementation Agreement (D90-094), which was executed in 1990 and amended in 1993 and 2002 (D02-048), established a cooperative framework for implementing the Orange County Stormwater Program to meet MS4 permit requirements and improve surface water quality. The Agreement allowed for collaboration, consistency, and cost sharing of regional compliance strategies, municipal staff training, watershed monitoring and reporting efforts, and other MS4 program elements required of each of the Permittees.

While the current Agreement has achieved many significant water quality improvements to local beaches and inland waters, state regulatory requirements issued through the MS4 permits have changed significantly since the Agreement was last updated. Watershed-specific water quality priorities have become increasingly complex requiring targeted solutions, including structural treatment projects to meet ongoing and forthcoming compliance requirements.

The proposed Agreement restates and updates the original Agreement to reflect current regulatory requirements, administrative practices, and programmatic needs. It continues the collaborative approach among the Permittees to implement regional stormwater management strategies, but it also provides added flexibility in designing and developing watershed-specific strategies, programs, and projects using corresponding shared cost sub-budget scales. As part of the shared cost budget approval process, the amended and restated Agreement also formalizes the consultation process with the Orange County City Managers Association (OCCMA) each year, which updates and improves the existing annual budget collaboration process already implemented with OCCMA.

The shared cost budget that is developed annually for this Agreement maintains the existing cost sharing formula approach based on land area and population for the unincorporated County and 34 Orange County cities, with the District contributing 10% of the overall cost. For sub-budgets allowed under this Agreement that do not apply to all the Permittees, this same cost-sharing formula approach would be applied for the participating Permittees. Examples of the types of geographic areas that a sub-budget could apply include: across an MS4 permit area, watershed level, or sub-watershed scales.

Key provisions of the amended and restated Agreement include:

- Continued designation of the County as the administrator of the regional Orange

County Stormwater Program.

- Clarification of responsibilities for each Permittee, including compliance reporting, monitoring, and implementation of Best Management Practices (BMPs).
- Engagement with the OCCMA for strategic input on compliance and funding.
- Provides an updated collaborative review process for annual operating budgets, including allowing for new sub-budgets to be established with smaller groups of Permittees to support development of targeted water quality projects and programs.
- Continues the existing cost sharing formula between Permittees based on land area and population, with the District contributing 10% and the County and Cities sharing the remaining 90% for the annual operating budget countywide.
- For new sub-budgets, the same approach will be used to share costs amongst those participating agencies.

City staff recommends that City Council approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement.

Fiscal Impact:

No new fiscal impact at this time. The City's financial contribution has always been calculated annually based on its proportional share of land area and population. This methodology does not change under this proposed amended and restated Agreement. City staff will continue to include estimated costs in the City's biennial budget for stormwater compliance.

Attachments:

1. Amended and Restated NPDES Implementation Agreement

AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

STORMWATER PERMIT IMPLEMENTATION AGREEMENT

This AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT ("AGREEMENT"), for purposes of identification numbered [D02-048], and which may be alternatively referred to as the "OC Stormwater Program Implementation Agreement," is entered into this ____ day of _____, 2026, by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called CITIES). The COUNTY, DISTRICT, and CITIES may be referred to collectively as PERMITTEES or individually as PERMITTEE, COUNTY, DISTRICT, or CITY, respectively, in this AGREEMENT.

RECITALS

WHEREAS, the United States Congress in 1987, through the Water Quality Act, amended Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permitting stormwater discharges; and

WHEREAS, EPA regulations require National Pollutant Discharge Elimination System ("NPDES") permits for discharges from a municipal separate storm sewer system ("MS4")(herein after called MS4 permits), and further require MS4 permits to include requirements to control pollutants from stormwater discharges; and

WHEREAS, in 1927, the Orange County Flood Control Act created the DISTRICT

to provide for the control of flood and stormwater and protect from damage from those flood or stormwater, the harbors, waterways, public highways, and property within the DISTRICT's jurisdiction; and

WHEREAS, the powers granted to the DISTRICT include the authority to regulate discharges that threaten to impact its system and carry on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

WHEREAS, the California State Water Resources Control Board ("SWRCB"), as designee of the EPA, has delegated authority to the California Regional Water Quality Control Boards-Santa Ana Region ("RWQCB-SAR") and San Diego Region ("RWQCB-SDR")(collectively, the RWQCBs) for administration of MS4 permits within the boundaries of their regions; and

WHEREAS, the COUNTY, DISTRICT, and CITIES are PERMITTEES under MS4 permits issued by the RWQCBs; and

WHEREAS, the RWQCBs have designated the COUNTY as the Principal PERMITTEE or Principal Watershed Co-permittee, as defined in the MS4 permits; and

WHEREAS, the COUNTY, the DISTRICT and the CITIES previously entered into that certain agreement entitled National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement D90-094, on December 18, 1990, which was subsequently amended on October 26, 1993 by Amendment No. 1 and then on June 25, 2002 (the December 18, 1990 Agreement as Amended by Amendment No. 1 and the June 25, 2002 amendment will be referred to collectively hereinafter as the ORIGINAL AGREEMENT), to cooperatively develop, and did thereunder develop, an integrated stormwater runoff management program with the objective of fulfilling MS4 permit requirements and improving water quality in Orange County (program

referred to herein as the "OC Stormwater Program"); and

WHEREAS, Section X of the ORIGINAL AGREEMENT provides that the ORIGINAL AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV of the ORIGINAL AGREEMENT; and

WHEREAS, continued cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly implement the OC Stormwater Program to fulfill prior, new, and potential future MS4 permit requirements, to the extent feasible, is in the best interests of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the PERMITTEES now desire to restate and amend the ORIGINAL AGREEMENT, as reflected and set forth in this AGREEMENT.

NOW, THEREFORE, the PERMITTEES do mutually agree as follows:

I. FILING STATUS

The COUNTY, the DISTRICT, and each CITY have filed applications for MS4 permits as PERMITTEES. The COUNTY, the DISTRICT and each CITY is a PERMITTEE under each MS4 permit to which they are subject.

II. INCORPORATION OF FEDERAL GUIDELINES

All applicable federal and state water quality regulations and guidelines under the Federal Clean Water Act, as presently written or as changed during the term of this AGREEMENT, are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEMENT.

III. DELEGATION OF RESPONSIBILITIES

The responsibilities of each of the parties shall be as follows:

A. The COUNTY shall be the administrator of the OC Stormwater Program and, on a cost-shared basis, perform the following functions:

1. Annual operating budgets.

a. Prepare the annual operating budget ("annual operating budget"), which shall include a work plan and associated financial plan and

budget. The annual operating budget is intended to provide for all programmatic functions and associated costs of the OC Stormwater Program, as outlined in this AGREEMENT and as generally described in Section V.A. Annual operating budgets and work plans may be based on RWQCB region (i.e., Santa Ana Region versus San Diego Region). The budget year shall coincide with the COUNTY's fiscal year, July 1 – June 30.

b. Consult with the Stormwater Program Representatives (as defined in Section III.C.8) when preparing annual operating budgets and major program elements therein.

c. A draft of the annual operating budget may be prepared for the PERMITTIES for review by February 15 each year. Annual operating budgets shall be submitted to the PERMITTEES for consideration and approval by May 15 of each year. Individual CITY approval shall be obtained from each CITY's city manager or designee thereof by July 30 of each year. CITY manager designations for annual operating budget approval shall be provided in writing to the County and shall remain in effect until revoked in writing by the CITY's city manager. An annual operating budget shall be deemed approved and adopted for the OC Stormwater Program by affirmative responses from PERMITTEES which represent a majority (50% or greater) of both the area and population percentage contribution as calculated in accordance with Section V.A (method for calculating approval percentage referred to as "Majority Approval"). The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V.A.

d. An approved and adopted annual operating budget shall not be

exceeded without prior Majority Approval of the PERMITTEES.

2. Project or watershed-specific sub-budgets.

   a. In coordination with the PERMITTEES, prepare project-specific and/or watershed-specific budgets and associated work plans (collectively, "sub-budget(s)") for the design of water quality projects and/or responding to RWQCB enforcement orders and/or other orders (e.g., California Water Code 13267 or 13383 orders).

   b. Sub-budgets shall be prepared and proposed on an as-needed basis, at the discretion of the COUNTY, or as requested by interested PERMITTEES, subject to concurrence of the COUNTY.

   c. Each PERMITTEE willing to participate in a sub-budget will confirm participation to the COUNTY in writing. A PERMITTEE who confirms participation in a sub-budget shall be referred to herein as "PARTICIPATING PERMITTEE(s)." Sub-budgets will be subject to unanimous approval by all PARTICIPATING PERMITTEES, except that where a Participating Permittee fails to vote to approve a proposed sub-budget, such failure shall be deemed a withdrawal from the sub-budget and the withdrawing PERMITTEE shall no longer be considered a PARTICIPATING PERMITTEE and shall have no obligation to pay for or participate in the sub-budget.

   d. Project elements that go beyond design (e.g., construction, operation, and maintenance) shall not be provided for in sub-budgets and, instead, are subject to separate agreement between the Participating Permittees.

3. Represent the OC Stormwater Program in reviews of documents, comments, and discussions with EPA, SWRCB, and RWQCBs and/or other resource agencies regarding MS4 permit requirements and related policies, programs, and regulations. The COUNTY shall timely notify the

PERMITTEES of any decision reached during these discussions that, in the determination of the County, substantially impacts the OC Stormwater Program.

4. Implement approved annual operating budgets and sub-budgets.
5. Working in collaboration with PERMITTEES, prepare and submit regional compliance reports as the Principal PERMITTEE, as required under the MS4 permits, and/or as designated in the approved workplans.
6. Implement the regional monitoring and reporting program elements from approved workplans for the MS4 permits, including, but not limited to, tasks to monitor and measure the effectiveness of Best Management Practices ("BMPs"). This may include monitoring and modeling.
7. Obtain, as may be required by the annual operating budget and/or sub-budgets approved pursuant to this AGREEMENT, professional services, including, but not limited to, scientific, engineering, environmental, economic, and/or legal consultants to provide technical assistance for the work associated with the OC Stormwater Program. This work may include, but is not limited to, the preparation of technical or economic studies, legal analysis, watershed management plans, stormwater runoff management plans, water quality improvement plans, modeling, reasonable assurance demonstrations/reasonable assurance analyses, monitoring plans, technical reports, municipal staff training activities, and the design of structural and non-structural BMPs and strategies to prevent and/or reduce pollutants in stormwater runoff. Contracts for professional services to be funded under this AGREEMENT shall be made in conformance with the COUNTY's procurement policies, and, to the extent there is no conflict, the following:
    a. The COUNTY shall make efforts to stagger the date of issuance of new contracts for professional services, so that PERMITTEES may

better absorb increases in consultant fee rates.

b. For contracts for professional services that would require approval by the Orange County Board of Supervisors (as determined within the sole discretion of the COUNTY), one Stormwater Program Representative for every two designees of the COUNTY shall be allowed to participate in any panel formed for the purpose of evaluating responses to Requests for Proposals or similar competitive solicitations submitted by potential consultants. Where any contract subject to this provision is to be extended beyond the initial term, the COUNTY shall request feedback from the Stormwater Program Representatives, regarding the consultant's performance, prior to executing the extension. This process shall in no way impinge upon or limit the COUNTY's discretion to enter into, amend, extend, renew, or cancel any contract for professional services for the OC Stormwater Program.

c. The COUNTY shall notify the PERMITTEES of any changes in the COUNTY's procurement policies that significantly affect the thresholds for competitive procurement, scoring, or selection processes for contract services.

8. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities within the unincorporated areas of the County, at no cost to the CITIES.

9. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities on County-owned property used for COUNTY governmental purposes (i.e., property used for governmental functions) and located within a CITY, at no cost to the CITIES. For purposes of this section, the regional facility known as Dana Point Harbor shall be considered a County-owned property used for governmental purposes.

a. To avoid confusion in the implementation of each party's facility inspection programs, the COUNTY shall provide a list of those facilities, buildings and properties that it owns and are located within other jurisdictions (i.e. non-unincorporated properties) that the COUNTY has decided to monitor and regulate pursuant to this Section III.A.9. The County further agrees to notify the affected PERMITTEE of changes to the status of a facility.

B. The DISTRICT shall, on a cost-shared basis, except as set forth in subparagraph 2 below:

1. Perform or cause to be performed the water quality and hydrographic monitoring for compliance with MS4 permits and/or in accordance with RWQCB-approved monitoring plans and/or in the approved workplans.
2. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities located on District-owned and controlled property that is used for governmental purposes, at no cost to the CITIES.
3. Undertake or cause to be undertaken all activities required of the CITIES in Section III.C and applicable to the District.

C. The CITIES, at no cost to the Counties and the District, shall:

1. Implement a facility inspection program for its MS4 facilities, as required by the MS4 permit(s) and within the jurisdictional boundaries of that CITY.
2. Submit to the COUNTY storm drain system maps and/or data describing the type and location of its MS4 facilities with periodic revisions that reflect any modifications made as a result of land development/redevelopment. If possible, information shall be submitted as geographical information system ("GIS") data.
3. Support the COUNTY in the preparation of watershed characterizations and catchment prioritization efforts, including, but not limited to, by:

a. Identifying applicable zoning and land use designations.

b. Identifying areas where sources of specific pollutants are known.

4. Upon COUNTY request, review, comment on, consider approval of, and, if approved, implement regional strategies to prevent and reduce pollutants in stormwater runoff.

5. Implement an illegal discharge detection and elimination program as required by the MS4 permit(s) to which the CITY is subject. Demonstrate adequate legal authority to control discharges to its MS4 facilities as may be required by the relevant MS4 permit(s) to which the CITY is subject.

6. Provide, as requested by the COUNTY, copies of the CITY's jurisdictional reports, data, and any other information (in formats requested by the COUNTY, where such formats are reasonably available) to satisfy requirements in MS4 permits or other orders issued by a Regional Board or the State Board, to which the CITY is subject, provided the CITY has not otherwise challenged such order, and such challenge has not been resolved.

7. Participate in meetings convened by the COUNTY and respond to requests for information from the COUNTY, intended to obtain PERMITTEE input on matters related to this AGREEMENT and the implementation of the OC Stormwater Program.

8. Designate primary and secondary Stormwater Program Representative for matters related to this AGREEMENT and the implementation of the OC Stormwater Program. Designations shall be made by each CITY's city manager, or designee, in writing to the COUNTY. Each designation shall remain in effect until revoked by the CITY's city manager or designee. Stormwater Program Representatives are intended to provide subject matter input and facilitate communication between the COUNTY and each CITY. For purposes of this AGREEMENT, a Stormwater Program

Representative will not be deemed to have the authority to approve annual operating budgets on behalf of a CITY, as required in Section III.A.1, unless expressly stated in the written designation provided to the COUNTY.

D. In the unincorporated areas of the COUNTY, the COUNTY shall, at no cost to the CITIES or the DISTRICT, undertake or cause to be undertaken all activities required above of the CITIES in Section III.C that are not responsibilities of the DISTRICT as outlined in Section III.B.

IV. Orange County City Manager Association Engagement

A. In lieu of the activities of the Technical Advisory Committee under the ORIGINAL AGREEMENT, the COUNTY shall endeavor to create a working relationship with the Orange County City Manager Association ("OCCMA") or a sub-group thereof, to address issues such as MS4 permit requirements, MS4 permit compliance methods, and funding needs and strategies to facilitate regional and/or watershed-based, multi-jurisdictional project efforts.

B. At its discretion, the COUNTY, in coordination with the PERMITTEES as set forth in this AGREEMENT, may implement recommendations (or parts thereof) that OCCMA may give on OC Stormwater Program matters, including, but not limited to, potential strategies for compliance with current and anticipated future MS4 permit requirements; funding strategies and options for MS4 permit compliance efforts; and OC Stormwater Program budgeting. Recommendations that would result in unbudgeted costs shall be subject to Majority Approval of the PERMITTEES pursuant to III.A.1.d.

C. Under no circumstances shall this Section be interpreted as a replacement or substitute for any other responsibility of CITIES or the COUNTY under this Agreement. At the COUNTY's discretion, the Director of OC Public Works may enter into a memorandum of understanding with OCCMA to facilitate

procedures for OCCMA engagement under this Section. Under no circumstances shall this provision be interpreted to require any written agreement between the COUNTY and OCCMA.

V. PROGRAM COSTS

A. Annual Operating Costs.

Where not otherwise funded, the annual operating budget, including all costs of equipment, goods, COUNTY services (including, but not limited to, applicable COUNTY and COUNTY'S departmental overhead), and all professional services costs incurred by the COUNTY, and any cost of the MS4 permits, as determined by the COUNTY in its role as administrator of the OC Stormwater Program, shall be a shared cost and allocated among the COUNTY, DISTRICT, and CITIES, and paid for as follows:

Participants	Percentage Contribution
DISTRICT	10
CITIES + COUNTY	90

The individual percentage contributions from each CITY and the COUNTY shall be functions of their respective dry land areas and population relative to those of the entire County of Orange. Each area shall be calculated as one-half of the sum of the area and population fractions, multiplied by 90%. National forests, state parks, airports, landfills, oceans, harbors, tidal bays, and active military installations shall be excluded from area calculations (Exhibit A-1). The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations. Should any external or alternative sources of funding become available, those funds may be directly applied to the appropriate budget(s) before the shared cost percentages are applied to the PERMITTTEES or credited to a subsequent budget.

Share in percent for jurisdiction #1= $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

X = area

Y = population

tot = total population or area

90 = total percentage excluding the DISTRICT's contribution

The percentage share shall be calculated by the COUNTY from population and area data. The population data shall be the most recent annual population estimates produced by the California Department of Finance, and area is based on the most recent OC Public Works survey data available to the COUNTY. Percentage share calculations shall be updated by May of each budget year for the budget year following and shall be included in annual operating budget proposals. Annual operating budget proposals shall be prepared based on the following percentage share computation methods, as applicable, and subject to exclusions in Exhibit A-1:

1. Countywide costs will be calculated as described in the process and formula above and subject to Exhibit A-1 for the entire group of PERMITTEES.
2. Regional costs, specific to only one RWQCB permit (Santa Ana Region and San Diego Region), will be calculated based on the process and formula above for PERMITTEES within the respective permit geographic area. For PERMITTEES that have jurisdiction in both permit regions, the regional costs will be based on the land area and prorated population for that permit geographic area.
3. Sub-budgets shall be based on the PARTICIPATING PERMITTEES and their corresponding area and prorated population total within the geographic area subject to the specific sub-budget.
4. In the event of a regulatory directive issued to PERMITTEES requiring amendment of any approved budget, the COUNTY shall provide immediate

notice to the included PERMITTEES and hold discussions with respect to responding to the directive and funding the immediate response. Such budget amendments shall be subject to the Majority Approval referenced in Section III.A.1.d.

5. If at any time during a budget year costs exceed the sum of the deposits for any approved budget, and prior Majority Approval for such exceedance has been obtained, the COUNTY shall submit invoices to the involved PERMITTEES to recover the deficit. The share for each PERMITTEE shall be prorated according to the formula that was initially used to apportion budget costs. Each CITY shall pay the invoice within 45 calendar days of the billing date.
6. If at any time costs exceed the sum of the deposits for any approved budget, the COUNTY may propose a budget increase and request payment by the PERMITTEES, and PERMITTEES shall pay such amount, provided the budget increase is approved in accordance with sections III.A.1.c-d or III.A.2.c of this Agreement, as may be applicable. Until such approval is obtained and sufficient deposits received, the COUNTY may, at its sole discretion, cease carrying out approved budget components so as to limit or not incur costs in excess of deposits. Nothing in this AGREEMENT shall be construed as requiring PERMITTEES to approve budget increases.
7. The COUNTY shall prepare a budget year-end accounting within 120 calendar days of the end of the budget year and present the same to the involved PERMITTEES for review. If the budget year-end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits shall carry forward to reduce the obligation of the PERMITTEES for the following budget year and prorated to the CITIES consistent with the cost-sharing population and area data

calculation above.

8. The COUNTY shall invoice each CITY for its annual share of each approved budget by November 30 of each budget year. Each CITY shall pay their deposit(s) within 45 calendar days of the billing date or within 45 calendar days of November 30, whichever is later. Each CITY'S deposit(s) shall be based on their prorated share(s) of the approved budget(s), reduced for any carry forward amount identified in the prior budget year-end accounting.
9. The COUNTY shall hold each CITY's annual share of each approved budget in interest-bearing accounts and credit interest earned on each CITY's annual share against each CITY's share of the approved budget costs. The COUNTY shall maintain records regarding interest earned and credited on each CITY's annual share and provide the same to the CITIES within 120 calendar days of the end of the budget year.
10. Upon termination of this AGREEMENT, a final accounting shall be performed by the COUNTY and presented to the PERMITTEES for review. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each CITY its prorated share of the excess, within 120 calendar days of the final accounting.

VI. LIFE OF THE AGREEMENT

The term of this AGREEMENT shall be indefinite, unless amended or terminated in accordance with this AGREEMENT.

VII. ADDITIONAL PARTIES

Any CITY which becomes incorporated after the effective date of this AGREEMENT, or requests to become a party to this AGREEMENT after previously withdrawing pursuant to Section VIII, shall be eligible to become a party to this AGREEMENT, subject to Majority Approval. In approving adding additional cities to this AGREEMENT, the PERMITTEES may

require such conditions of the added cities as they determine necessary or advantageous. The date of initiation, for determining costs for newly incorporated cities, shall be the date of incorporation. The costs for adding additional cities to this AGREEMENT and OC Stormwater Program including, but not limited to, permit and processing fees, as well as administrative costs incurred by the COUNTY and costs to reimburse the existing PERMITTEES for unreimbursed costs related to a previous withdrawal (if applicable), shall be calculated by the COUNTY, approved by Majority Approval of the PERMITTEES and, thereafter, invoiced by the COUNTY and paid by the added city(ies) within 45 calendar days of the billing date. Monies to be reimbursed to the existing PERMITTEES shall carry forward to reduce the billings for the following budget year.

VIII. WITHDRAWAL FROM THE AGREEMENT

A CITY may withdraw from this AGREEMENT by providing at least 60 calendar days written notice to the COUNTY. The COUNTY shall notify the PERMITTEES within 10 business days of receipt of any withdrawal notice. Neither the COUNTY nor any PERMITTEE shall be responsible for advising the withdrawing CITY of the legal, regulatory, or programmatic effects of withdrawing, nor have any continuing responsibility to the withdrawing CITY upon the effective date of the withdrawal. The withdrawing CITY shall be solely responsible for any costs the withdrawing CITY may incur related to its withdrawal, including, but not limited to, penalties assessed by RWQCBs, and or other resource agencies (e.g., EPA, CDFW, etc.) in connection with or related to its withdrawal. In addition, withdrawal shall constitute forfeiture of any deposits on hand from the withdrawing CITY, for the budget year in which the withdrawal is effective. If the effective date of a withdrawal is within 60 calendar days of the beginning of any budget year, the withdrawing CITY shall be responsible for paying its annual

share for the upcoming budget year as if it were still a PERMITTEE participating in this AGREEMENT but shall be eligible to receive a credit for any prospective carry forward amount of such annual share as may be contemplated by this AGREEMENT. The cost allocations to the remaining PERMITTEES participating in this AGREEMENT shall be recalculated and collected and/or credited as necessary in the budget year following the effective date of the withdrawal.

IX. NON-COMPLIANCE WITH PERMIT OR ORDER REQUIREMENTS

Each PERMITTEE shall remain solely responsible for its own acts and omissions with respect to compliance with requirements of an MS4 permit or other order of the RWQCBs or SWRCB to which it may be subject, and nothing herein shall be deemed to waive, release, or transfer any such responsibility to any other PERMITTEE. Nothing in this AGREEMENT shall be construed as an assumption by any PERMITTEE of any liability or obligation of another PERMITTEE, whether past, present, or future.

X. LEGAL ACTION/ COSTS/ ATTORNEY FEES

In the event of legal action to enforce any provision of this AGREEMENT, each party shall bear its own attorneys' fees and costs, and no party shall seek to recover the same from any other party through litigation or other legal proceedings.

XI. AMENDMENTS TO THE AGREEMENT

This AGREEMENT may be amended with Majority Approval. The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the COUNTY and the required Majority Approval of PERMITTEES.

XII. NOTICES

All notices required under Section VIII shall be deemed duly given if delivered by hand (with written confirmation of receipt); via electronic mail (with confirmation of transmission); or three (3) days after deposit in the U.S. Mail, postage prepaid.

XIII. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not any way be affected or impaired hereby.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the duly authorized representative of the PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. APPLICABILITY OF PRIOR AGREEMENTS

This AGREEMENT restates and amends the provisions in prior agreements and constitutes the entire AGREEMENT between the PERMITTEES with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

XVI. EXECUTION OF THE AGREEMENT

This AGREEMENT may be executed in counterparts, and the signed counterparts shall constitute a single instrument. The parties agree that this AGREEMENT may be executed and delivered by electronic means, including via email or electronic signature platforms (e.g., DocuSign, Adobe Sign), and that such electronic signatures shall be deemed to have the same legal

effect as original signatures. Each party agrees that electronically signed documents shall be valid, enforceable, and admissible in any legal proceeding to the same extent as a manually signed original.

XVII. NO WAIVER OF PRIVILEGE AND/OR WORK PRODUCTION PROTECTION

Notwithstanding anything in this Agreement to the contrary, nothing in this AGREEMENT shall require a party to release or provide information (including any reports, communications, data, etc.) that has been deemed by that party to be subject to the attorney-client privilege, attorney work product doctrine, or any other relevant privilege and protection, including, but not limited to, any reports or information generated by a party's consultant that was prepared in consultation with, or at the direction of, such party's attorney or counsel of record. Nothing in this AGREEMENT shall prohibit the parties hereto from entering into future agreements, including joint defense agreements, common interest agreements, or other similar agreements to share such privileged or protected information subject to the terms and conditions of such an agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates opposite their respective signatures:

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

By _____
Chairman of the Board of Supervisors

COUNTY OF ORANGE
A body corporate and politic

Date: _____ By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Date: _____ By _____
ROBIN STIELER
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Julia Woo, Senior Deputy

Date: _____

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CITY OF ALISO VIEJO

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF ANAHEIM

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF BREA

Date: _____

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF BUENA PARK

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF COSTA MESA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF CYPRESS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF DANA POINT

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF FOUNTAIN VALLEY

Date: _____ By: _____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk City Attorney

CITY OF FULLERTON

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF GARDEN GROVE

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF HUNTINGTON BEACH

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF IRVINE

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LA HABRA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LA PALMA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA BEACH

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA HILLS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA NIGUEL

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA WOODS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAKE FOREST

Date: _____ By: _____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk City Attorney

CITY OF LOS ALAMITOS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF MISSION VIEJO

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF NEWPORT BEACH

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF ORANGE

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF PLACENTIA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF RANCHO SANTA MARGARITA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SAN CLEMENTE

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SAN JUAN CAPISTRANO

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SANTA ANA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SEAL BEACH

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF STANTON

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF TUSTIN

Date: _____

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF VILLA PARK

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF WESTMINSTER

Date: _____ By: _____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk City Attorney

CITY OF YORBA LINDA

Date: _____ By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

_____ _____
City Clerk City Attorney

EXHIBIT A - 1

DRY LAND AREA DEDUCTED FROM JURISDICTIONS

Landfills	Jurisdiction
Olinda	County
Santiago	County
Prima Deschecha	County
Bee Canyon	County
Coyote Canyon	County
State Parks	
Bolsa Chica State Beach*	Huntington Beach
Chino Hills State Park	County
Corona Del Mar State Beach	Newport Beach
Crystal Cove State Park**	County
Doheny State Beach	Dana Point
Huntington State Beach	Huntington Beach
San Clemente State Beach	San Clemente
Airports	
Fullerton	Fullerton
John Wayne	County
Military facilities	
Joint Forces Training Base - Los Alamitos	Los Alamitos
Former MCAS Tustin***	Tustin
Seal Beach Naval Weapons Station****	Seal Beach
National Forests	
Cleveland National Forest	County

*Includes Bolsa Chica Ecological Preserve
**Includes Laguna Laurel Ecological Preserve
***Active military areas
****Includes Seal Beach National Wildlife Refuge

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Authorization to Submit Request for Schedule Adjustment – Paseo de Valencia Regional Traffic Signal Synchronization Program (RTSSP) Project

Recommendation: That the City Council authorize the Assistant City Manager to submit a request to the Orange County Transportation Authority (OCTA) to revise the project schedule for the Paseo de Valencia – Moulton Parkway Confluence Bypass Corridor Regional Traffic Signal Synchronization Program Project, including shifting the Ongoing Maintenance and Monitoring (O&M) phase to January 2027 (FY 2026/27).

Background:

The Paseo de Valencia – Moulton Parkway Confluence Bypass Corridor Regional Traffic Signal Synchronization Program (RTSSP) Project is funded through the OCTA Measure M2 Regional Traffic Signal Synchronization Program. The project is intended to improve traffic flow, reduce congestion, and enhance signal coordination along a key regional corridor that serves as an alternative route to Interstate 5 and connects residential, commercial, and regional destinations.

The City is coordinating the construction schedule of this project with a related capital improvement project within the same corridor. Aligning these efforts will improve construction efficiency, reduce redundancy, and minimize impacts to the traveling public and adjacent businesses.

As a result of this coordination, the current project schedule requires adjustment. Specifically, the City is requesting that the award of the Ongoing Maintenance and Monitoring (O&M) phase be shifted 6 months from June 2026 to January 2027 (FY 2026/27). This adjustment will allow for proper sequencing of improvements and

ensure optimal system performance upon implementation.

This request is administrative in nature and does not modify the project scope, limits, or funding allocation. The adjustment is consistent with OCTA program guidelines and supports effective project delivery.

Fiscal Impact:

There is no impact to the overall project budget. Funding will remain as previously approved under the Measure M2 RTSSP program, including the required local match.

Attachments:

1. Proposed OCTA Delay Request Letter

CITY OF LAGUNA HILLS

March 25, 2026

Ms. Charvalen Alacar
Section Manager, Measure M Local Programs
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

Subject: **Request for Schedule Adjustment – Paseo de Valencia – Moulton Parkway Confluence Bypass Project (Regional Traffic Signal Synchronization Program Project) (24-LHLL-TSP-4067 / City CIP: 168-L)**

Dear Ms. Alacar:

In accordance with the Comprehensive Transportation Funding Programs Guidelines, the City of Laguna Hills respectfully requests a schedule adjustment for the Paseo de Valencia – Moulton Parkway Confluence Bypass Project (Regional Traffic Signal Synchronization Program Project). The City is currently coordinating the construction schedule of this project with a related capital improvement project within the same corridor. Aligning these efforts will improve construction efficiency, reduce potential conflicts, and minimize disruptions to the traveling public and surrounding community.

As a result of this coordination, the City requests that the award of the Ongoing Maintenance and Monitoring (O&M) phase be shifted 6 months from June 2026 to January 2027 (FY 2026/27). This adjustment will allow for proper sequencing of improvements and ensure optimal system performance upon implementation.

The Laguna Hills City Council authorized this request at its March 24, 2026, meeting per the attached certified action.

You may contact me with any questions at james@lagunahillsca.gov or 949/707-2655.

Sincerely,

Joe Ames, P.E., T.E.
Assistant City Manager

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Jennifer Lowe, Community Development Director
Issue: Development Application Status Report

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

Background:

The City Council has indicated that based on potential impact(s) to the community, certain projects warrant a regular status update. The purpose of this Status Report is to identify new and pending major development applications in process with the City's Community Development Department which will require a public hearing. Links to project documents are available on the City's website at: https://lagunahillsca.gov/PlanningProjects.

Case Number	USE-0254-2026 (SDP/CUP)
Project Location	23000 Lake Forest Drive
Project Description	Request for conditional use permit to demolish a vacant restaurant building and construct a new self-service car wash.
Applicant	Quick Quack Car Wash Donald Shiveley, on behalf of UB Properties Series 2, LLC
Project Planner	Talia Markison, Assistant Planner
Status	This project was formally submitted on February 9, 2026. On March 11, 2026, staff notified the applicant that the application was determined to be incomplete. Staff reviewed the entire application for consistency with applicable development

	standards. Staff is continuing to work with the Applicant on various aspects of the application. This item will be scheduled for public hearing when ready.

Case Number	USE-0165-2023 (ZTA/TTM/SDP)
Project Location	23272 – 23282 Mill Creek Drive
Project Description	Request to construct 48 detached residential condominium units.
Applicant	John Stack, on behalf of KB Spectrum Summit Plaza, LLC
Project Planner	Jay Wuu, Senior Planner
Status	On May 3, 2024, a letter was sent to the Applicant deeming the Application complete. On August 28, 2024, a letter was sent to the Applicant identifying additional technical review comments and informing the Applicant of significant design concerns. On October 29, 2024, the Applicant submitted an application for a larger development that includes this property. Staff is currently awaiting a withdrawal of the Application or resubmittal of plans. The Applicant has stated the application would be withdrawn once the statute of limitations for filing an appeal has passed.

Case Number	USE-0172-2024 (CPMA)
Project Location	23521 Paseo de Valencia
Project Description	Request to construct carports in the Taj Mahal parking lot to accommodate solar panels.
Applicant	Alisha Cosio, on behalf of Valta Energy
Project Planner	Jay Wuu, Senior Planner
Status	On March 29, 2024, a letter was sent to the Applicant deeming the Application incomplete. Staff is currently awaiting resubmittal of plans; the item will be scheduled for public hearing when ready.

Fiscal Impact:

None.

Attachments:
None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Jay Wuu, Senior Planner
Jennifer Lowe, Community Development Director
Issue: 2025 General Plan Annual Progress Report

Recommendation: That the City Council approve and direct Staff to forward the 2025 General Plan Annual Progress Report and Housing Element Annual Progress Report-Housing Implementation to the Governor's Office of Land Use and Climate Innovation (LCI) and the State Department of Housing and Community Development (HCD).

Background:

Government Code Section 65400 and 65700 requires that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their local legislative bodies, the Governor's Office of Land Use and Climate Innovation ("LCI"), and the Housing and Community Development ("HCD") by April 1 of each year.

The intent of the Annual Progress Report ("APR") is to provide local governing bodies and the public an update on the implementation of the General Plan for their applicable jurisdiction. Furthermore, state law requires that the APR include a section describing the actions taken by the local government to complete the programs and meet the deadlines specified in the Housing Element. The Housing Element APR fulfills statutory requirements to report certain housing information, including: the local agency's progress in meeting its share of regional housing needs (i.e., applications, entitlements, permits, and certificates of occupancy), certain rezoning activities, actions taken towards completion of housing element programs, and local efforts to remove governmental constraints to the development of housing (Government Codes Sections 65584.3(c) and 65584.5(b)(5)).

On January 1, 2025, the LCI issued a General Plan Annual Progress Report Guidance recommending Planning Agencies use a standardized format to streamline the submission process and minimize resources spent by local jurisdictions to generate the General Plan APR. Going forward, each city is strongly encouraged to use this new standardized format in order to avoid processing delays. City staff used both LCI's and HCD's standardized forms when preparing each applicable APR regarding the status of the Housing Element and the City's progress in implementing its goals and programs. These forms are included in the attached APRs.

Following the City Council's review of the 2025 APRs, Staff will forward the APR to the applicable State of California departments by the deadline established in law.

CEQA Findings:

The preparation and filing of the General Plan Annual Progress Report is not a project as defined by the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15378(b)(5).

Fiscal Impact:

None.

Attachments:

1. 2025 General Plan Annual Progress Report
2. 2025 Housing Element Annual Progress Report

City of Laguna Hills General Plan Annual Progress Report

Reporting Year: 2025

TABLE OF CONTENTS

I. Introduction
II. Review by Legislative Body
III. General Plan Updates
IV. Housing Element Annual Progress Report
V. Compliance with LCI's General Plan Guidelines
VI. Priorities for Land Use Decision-Making
VII. Amendments to Goals, Policies, Objectives, and Standards
VIII. General Plan Implementation Progress Summary

I. INTRODUCTION

Government Code § 65400 mandates that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress in its implementation; otherwise referred to as the "Annual Progress Report." The Annual Progress Report is intended as a tool for informing local legislative bodies of the jurisdiction's effectiveness in implementing its General Plan. A copy of the Annual Progress Report must also be sent to the Governor's Office of Land Use and Climate Innovation (LCI) and the Department of Housing and Community Development (HCD).

The purpose and intent of this statute is to ensure that the General Plan directs all land use decisions and remains an effective guide for the long-term physical development of a community. The Annual Progress Report is a tool for doing this. The Annual Progress Report provides a correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation programs of the adopted General Plan.

Providing a copy of the Annual Progress Report to LCI provides information that allows LCI to monitor local planning activities and to identify trends in land use planning and decision-making throughout the State of California. The information is necessary for LCI to serve in its capacity as the statewide planning agency. It can also provide the State with information to identify necessary modifications and improvements to its General Plan Guidelines, while serving to apprise state government of local planning activities and facilitating the legislative process as it pertains to land use and local planning issues.

Providing a copy of this report to HCD fulfills a statutory requirement to report certain housing information, including the local agency's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (as defined in Government Code Sections 65584 and 65583(c)(3)).

The focus of the Annual Progress Report should be on implementation of the General Plan's goals, policies and implementation measures. It can provide information to identify necessary "course adjustments" or modifications to the General Plan and means to improve local implementation. Since there is no specific form provided by LCI, the Annual Progress Report can vary in format and approach from jurisdiction to jurisdiction.

II. REVIEW BY LEGISLATIVE BODY

The Laguna Hills City Council reviewed and accepted this Annual Progress Report on March 24, 2026.

III. GENERAL PLAN UPDATES

After an extensive two-year process, the City adopted a Comprehensive Update to the General Plan in July 2009. This was the first comprehensive revision of the General Plan since the City's first general Plan was adopted in 1994. The 2021-2029 Housing Element was certified by HCD on May 23, 2024. The table below summarizes when each General Plan Element was last updated.

General Plan Element	Last Update
Comprehensive General Plan Update	2009
Land Use Element	2017
Mobility Element	2025
Housing Element	2024
Conservation and Open Space Element	2009 (with Comprehensive General Plan Update)
Noise Element	2009 (with Comprehensive General Plan Update)
Safety Element	2022
Community Services and Facilities Element	2009 (with Comprehensive General Plan Update)

In 2025, a Minor Amendment to the General Plan Mobility Element was approved to reflect changes made to the Orange County Master Plan of Arterial Highways.

IV. HOUSING ELEMENT ANNUAL PROGRESS REPORT

Every California jurisdiction is required to include a Housing Element in its General Plan which establishes housing goals, policies, and programs that respond to community housing conditions and needs. The City's 2021-2029 Housing Element Update was adopted by the City Council on June 28, 2022, and received State Certification on May 23, 2024.

Every jurisdiction is required to report certain housing information in accordance with State housing law and HCD's housing element guidelines. The city has submitted the Housing Element Annual Progress Report to HCD on March 24, 2026.

A summary of the APR data is included here:

Jurisdiction	Laguna Hills	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	3
Very Low	Deed Restricted	0
	Non-Deed Restricted	9
Low	Deed Restricted	0
	Non-Deed Restricted	2
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		**15**

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	180	0	0
Accessory Dwelling Unit	0	14	0
Mobile/Manufactured Home	0	0	0
Total	**180**	**14**	**0**

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	14	14

Housing Applications Summary	
Total Housing Applications Submitted:	3
Number of Proposed Units in All Applications Received:	516
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

V. COMPLIANCE WITH LCI'S GENERAL PLAN GUIDELINES

The Laguna Hills General Plan is organized into nine sections: Introduction; seven General Plan elements; and Appendices, which include the Implementation Program, description of related plans and programs, and a glossary of terms used throughout the General Plan.

The seven Laguna Hills General Plan elements encompass all of the elements required by California General Plan law: Land Use, Mobility, Conservation and Open Space, Community Services and Facilities, Safety, Noise, and Housing. The Laguna Hills General Plan combines the mandatory Open Space and Conservation Elements into one element, and includes a separate, optional element: Community Services and Facilities.

VI. PRIORITIES FOR LAND USE DECISION-MAKING

The goals and policies that outline the priorities for land use decision-making are highlighted in Appendix A, Implementation Program, of the Laguna Hills General Plan. Furthermore, with the recent certification of the 2021-2029 Housing Element Update, the City has prioritized the extensive list of Housing Element Implementation items.

VII. AMENDMENTS TO GOALS, POLICIES, OBJECTIVES, AND STANDARDS

There were no amendments to goals, policies, objectives, and standards in the reporting year. The most recent activities included the General Plan Housing Element update, including amendments to the Land Use and Safety Elements for internal consistency, and its certification by HCD on May 23, 2024.

VIII. GENERAL PLAN IMPLEMENTATION PROGRESS SUMMARY

A summary of selected General Plan Implementation Measures and major accomplishments during the reporting year is included below. This is not a comprehensive list of all programs, policies, and action items in the General Plan; many are under ongoing implementation or are more routine in nature, and may not be listed.

Land Use Element Implementation		
Program	LU-1. Balanced Growth Review discretionary development proposals to assess the project's effect on the community's jobs/housing balance and fiscal stability. Ensure developments provide their fair share of infrastructure such as utilities, roads, parks, and recreational opportunities or pay in lieu fees toward the development/extension of these facilities.	
	Policies	LU-1.1, 1.2, 1.3
	Status	Ongoing The planning projects approved in 2025 are subject to a variety of development impact fees and in-lieu fees, and have been designed to meet utility and infrastructure requirements.
Program	LU-2. CEQA Review Ensure all projects are reviewed and processed per CEQA.	
	Policies	LU-4.6
	Status	Ongoing All projects have been reviewed per CEQA requirements. To further support staff on CEQA review, the Community Development Department continued to utilize qualified on-call CEQA consultants throughout the year.
Program	LU-5. Community Participation Use the City's website, newsletters, advertisements, and other measures to inform the community of and encourage participation at civic and community events. Continue to coordinate the City's Traffic and Community Services Commissions, which provide for resident input on these issues.	
	Policies	LU-1.7, 1.8
	Status	Ongoing Staff continues to provide meeting agendas and project information on the City's website. Staff has promoted and advertised community events in

		creative ways that ensure all segments of the community are encouraged to participate.
Program	LU-6. Compatibility Assessment and Buffering Review discretionary development proposals to assess the compatibility of proposed development with adjacent/surrounding uses and activities. Require site design, buffers, architectural and buffering techniques, and other measures are incorporated into projects to ensure compatibility between uses and activities.	
	Policies	LU-2.5, 2.6, 2.7, 2.8
	Status	Ongoing Planning projects approved in 2025 were assessed for compatibility with the existing built environment. Where required, landscaping buffers, architectural enhancements, additional setbacks, and conditions of approval were required for projects to remain compatible and to minimize impacts to surrounding neighborhoods and land uses.

Mobility Element Implementation		
Program	M-1. Mobility Planning and Traffic Analysis Review discretionary development proposals for potential impacts to the mobility and infrastructure systems and to ensure the street system meets City standards. The level of service standards established in the Mobility Element will be used to determine the significance of impacts. Intersection level of service will be determined by the volume to capacity ratio and the Highway Capacity Manual calculations. Mitigation in the form of physical improvements and/or impact fees will be required to reduce the significant impacts. As part of this program, the City will coordinate with local jurisdictions to reduce the impacts of development in Laguna Hills on adjacent jurisdictions.	
	Policies	M-1.3
	Status	Ongoing When applicable, the Public Works Department reviewed planning projects in 2025, and if necessary, required projects to minimize traffic impacts and to incorporate mitigation or payment of “fair share” of improvements.
Program	M-2. Capital Improvement Plan Continue to bi-annually update the City of Laguna Hills Six-year Capital Improvement Program, which complies with the requirements of Measure M and the Congestion Management Program (CMP). The Plan identifies and recommends funding for future improvements to the mobility system, as well as other public facilities, including improvements to the existing pedestrian and bicycle network and landscaping right-of-ways.	
	Policies	M-1.3
	Status	Ongoing The Public Works Department continues to comply with the requirements of the Congestion Management Program as part of the City’s bi-annual budget process.

Conservation and Open Space Element Implementation		
Program	COS-2 Adequate Water Supply Implement applicable provisions in the Moulton Niguel and El Toro water districts’ Urban Water Master Plans and ensure that adequate water supplies are available to meet the	

	needs of current and future growth, as well as during an emergency event or drought. Support efforts by these agencies to research and employ new technologies that improve water services and/or sustainability of water supplies serving Laguna Hills.	
	Policies	COS-1.2; CSF-5.1, 5.2
	Status	Ongoing As part of both planning entitlement and building permit review processes, staff continues to coordinate with regional water service providers to plan for emergency water services and drought.
Program	COS--7. Air Quality Management Plan Work with the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the Air Quality Management Plan and meet all federal and State air quality standards for pollutants. Participate in any future amendments and updates to the Plan. Implement, review, and interpret the General Plan and future discretionary projects in a manner consistent with the Air Quality Management Plan to meet standards and reduce overall emissions from mobile and stationary sources.	
	Policies	COS-3.2
	Status	Ongoing Through the CEQA review process, planning projects approved in 2025 were consistent with requirements of the AQMD. Staff will continue to monitor AQMD and SCAG initiatives regarding reducing air pollutant emissions from mobile and stationary sources.

Noise Element Implementation		
Program	N-4. Commercial Noise Review the locations of proposed projects with the potential to generate noise in relation to sensitive receptors through the discretionary project review process. Limit delivery or service hours for stores and businesses with loading areas, docks, or trash bins that front, side, or gain access on driveways next to residential and other noise sensitive areas. Only approve exceptions if full compliance with the nighttime limits of the noise regulations is achieved.	
	Policies	N-1.1, N-1.2, N-3.1, N-3.2
	Status	Ongoing The City reviewed development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met. If necessary, conditions of approval were placed on discretionary permits to minimize noise impacts.
Program	N-5. Construction Noise Require all construction activity to comply with the limits (maximum noise levels, hours, and days of allowed activity) established in City noise regulations to reduce impacts associated with temporary construction noise to the extent feasible. Trucks associated with construction activities shall follow designated truck routes, where appropriate.	
	Policies	N-3.1
	Status	Ongoing The Community Development Department and the Orange County Sheriff's Department continue to monitor violation or complaints of the City's construction noise requirements. The City reviewed development proposals

		to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met.

Safety Element Implementation		
Program	S-2 Natural Hazards Risk Reduction Reduce the risk to the community from hazards related to geologic conditions, seismic activity, flooding, and structural and wildfires by requiring feasible mitigation of such impacts on discretionary development projects. Assess development proposals for potential hazards pursuant to CEQA. Require measures to mitigate all identified significant public safety hazards.	
	Policies	S-1.2
	Status	Ongoing Through the CEQA review process, planning projects approved in 2025 were evaluated to reduce the risk of impacts from geologic and seismic hazards by applying current and proper land use planning, development engineering, building construction, and retrofitting requirements.
Program	S-5. Orange County Fire Authority Work closely with the Orange County Fire Authority (OCFA) to implement fire hazard education and fire prevention programs, including fuel modification programs and controlled burns. Coordinate with OCFA to ensure that water pressure is adequate for firefighting purposes in all areas of the City, particularly in redevelopment projects/areas. Coordinate with OCFA to implement the Hazardous Materials Area Plan within Laguna Hills.	
	Policies	S-5.1, 5.2, 5.3, 5.4
	Status	Ongoing Staff continues to coordinate with the Orange County Fire Authority for permit and project review to ensure that OCFA requirements are being met. Staff continues to cooperate with the Orange County Integrated Waste Management Department to address hazardous materials.
Program	S-9. Crime Prevention through Environmental Design (CPTED) Review all new development and redevelopment proposals for sensitivity to CPTED principles. Encourage incorporation of design features that employ adequate lighting and place increased emphasis on public areas. Coordinate with the OCSD to develop guidelines on CPTED principles.	
	Policies	S-4.1; LU-3.12
	Status	Ongoing When feasible, staff has incorporated Crime Prevention through Environmental Design measures and “visible spaces” into new developments as a means of promoting safe environments. Lighting of public areas have been designed to meet the Municipal Code lighting requirements, while providing adequate lighting for the safety of the public.
Program	S-12. Project-Related Flood Control and Stormwater Management and Comprehensive Drainage Studies As a condition of project approval, require new development and redevelopment to provide adequate on-site and off-site storm water and flood management facilities to control direct and indirect erosion and discharges of pollutants and/or sediments. To determine the facility and Best Management Practices (BMP) needs, the City will require,	

	when necessary, a hydrological/drainage analysis be performed by a state-licensed and City-approved engineer, with the cost of said analysis the responsibility of the project applicant	
	Policies	S-6.2; COS-1.3
	Status	Ongoing All projects approved in 2025 were reviewed and accepted by the City Engineer. Conditions of approval were implemented regarding Water Quality Management Plan requirements and plan check review procedures.

Community Services and Facilities Element Implementation		
Program	CSF-4. Water and Sewer Services for New Development Review development and redevelopment proposals and require necessary studies, as appropriate, and water conservation and mitigation measures to ensure adequate water and sewer service.	
	Policies	CSF-5.1, 5.2, 6.1, 6.2
	Status	Ongoing All development proposals reviewed and approved in 2025 have obtained or have been required to obtain through conditions of approval all required clearances from local water agencies. Staff will continue to monitor and work closely with local and regional water suppliers and distributors to ensure that high-quality water and sewer services is available for the community.
Program	CSF-5. Solid Waste Services Continue to contract for solid waste services from a private sector provider. Ensure that community needs for solid waste disposal are being met.	
	Policies	CSF-7.1
	Status	Ongoing In 2025, staff made progress in establishing a review process and outreach to the development and business community regarding AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), and AB 341 (Mandatory Commercial Recycling). Staff will continue to work with local service providers to ensure adequate solid waste collection, disposal, and recycling services.

Please Start Here

General Information	
Jurisidiction Name	Laguna Hills
Reporting Calendar Year	2025
Contact Information	
First Name	Jay
Last Name	Wuu
Title	Senior Planner
Email	jwuu@lagunahillsca.gov
Phone	9497072662
Mailing Address	
Street Address	24035 El Toro Road
City	Laguna Hills
Zipcode	92653

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

Click here to download APR Instructions

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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Jurisdiction	Laguna Hills	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes											Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4					5						6	7	8	9	10	11		12	13	14
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	26	0	0	0	0	0	490	516	0	0						
	588-161-06	23422 Mill Creek Drive	Terravita	USE-0209-2025	SFA	O	1/23/2025											259	259			NONE	No	Yes	N/A	Pending	Discretionary	23272, 23282, 23332, 244
	588-161-06	23422 Mill Creek Drive	Terravita	USE-0209-2025	5+	R	1/23/2025					24						197	221			NONE	No	Yes	N/A	Pending	Discretionary	23272, 23282, 23332, 244
	588-142-07	23161 Mill Creek Drive	Toll Brothers/Khoshbin	USE-0211-2025	SFA	O	5/28/2025					2						34	36			NONE	No	Yes	N/A	Pending	Discretionary	
																			0									

Jurisdiction	Laguna Hills	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 – 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | | | | Unit Types | | Affordability by Household Incomes - Completed Entitlement | | | | |

Jurisdiction	Laguna Hills	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	3	-
	Non-Deed Restricted		-	-	-	-	-	3	-	-	-	-		
Very Low	Deed Restricted	568	-	-	-	-	-	-	-	-	-	-	**12**	**556**
	Non-Deed Restricted		-	-	-	-	-	9	-	-	-	-		
Low	Deed Restricted	353	-	-	-	-	-	-	-	-	-	-	**2**	**351**
	Non-Deed Restricted		-	-	-	-	-	2	-	-	-	-		
Moderate	Deed Restricted	354	-	-	-	-	-	-	-	-	-	-	**-**	**354**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		710	1	-	-	-	5	1	-	-	-	-	**7**	**703**
Total RHNA		**1,985**												
Total Units			**1**	**-**	**-**	**-**	**5**	**15**	**-**	**-**	**-**	**-**	**21**	**1,964**

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Laguna Hills	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Laguna Hills	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents
H-1. CODE ENFORCEMENT PROGRAM	**The City of Laguna Hills (City) will enforce building code regulations and abate code violations, nuisances, and existing uses, activities, buildings, or structures that pose a threat to public health, safety, or welfare. Enforcement activities will focus on property maintenance, such as eliminating derelict or abandoned vehicles, outdoor storage, or other situations that may constitute health, safety, or fire hazards. The City's Code Enforcement staff monitor and address complaints related to property maintenance. This City's program is highly effective and results in a 95-percent compliance rate within 30 days of the City receiving a violation. To minimize the risk of temporary displacement resulting from addressing code enforcement violations, the City will update regulations for code enforcement procedures to require property owners to proactively plan for tenant relocation during renovations. Additionally, to reduce the risk of displacement due to housing condition, the City will develop informational materials to include with violation notices that will educate property owners on available funding programs to assist with rehabilitations (see also Housing Element Implementation Program H-3). The information materials will be provided in multiple languages. The City will target neighborhoods with the greatest concentrations of low-income households.**	**Ongoing code enforcement; update regulations for code enforcement procedures by June 2023; develop informational materials by December 2023**	6th Cycle	Continuous	The City of Laguna Hills's Code Enforcement division received and tracked complaints related to property maintenance, building and zoning code violations, and other nuisances. Through voluntary compliance, all founded violations were resolved within 30 days of initial contact/notice. In the event, correction of a violation required involvement of an external agency, the City made reasonable effort to provide referrals. Fortunately, none of the violations resulted in any tenant displacement/relocation. The City intends to create bilingual information materials regarding tenant relocation/displacement and rehabilitation resources.	Other		None
H-2. STATE FRANCHISE TAX BOARD CODE ENFORCEMENT	**To promote maintenance of existing rental properties, the City shall work with the California State Franchise Tax Board to enforce provisions of California Revenue and Taxation code Sections 17274 and 24436.5, which prohibit owners of substandard rental housing from claiming depreciation, amortization, mortgage interest, and property tax deductions of state income tax. The City will notify the State Franchise Tax Board if substandard rental housing is identified and aim for full compliance following any Notice of Property Noncompliance letter issued by the Franchise Tax Board.**	**Ongoing**	6th Cycle	Continuous	**The City of Laguna Hills did not identify any substandard rental housing. The City will continue to monitor and identify substandard rental housing. The City intends to use all means, including working with the California State Franchise Board, to achieve timely and full compliance following identification of substandard rental housing.**	Other		None
H-3. HOUSING REHABILITATION	**The City will continue to work with the Orange County Housing and Community Services Department to receive rehabilitation loans and grants for low- and moderate-income homeowners and rental property owners, including senior/disabled households, to maintain housing stock. The City's rehabilitation program will be available to lower- and moderate-income households but have citywide applicability. The program will pay particular attention to the Via Lomas neighborhood. The rehabilitation loan and grant program will use Community Development Block Grant (CDBG) funds distributed by the County as funding becomes available. The City will continue to work with the private sector and nonprofit agencies and to secure funds and be supportive of developers or sponsors pursuing funds through state and federal programs for rehabilitation of existing lower-income housing units (including mobile homes). The City continues to monitor opportunities and will pursue funds as appropriate to further the housing goals of this Housing Element. The City will publicize the availability of rehabilitation programs in local newspapers, on the City's website, at the Community Development Department, in materials accompanying Code Enforcement notice of violations (see Housing Element Implementation Program H-1), and in information items at Planning Agency public hearings. The City will provide information (for examples, flyers and brochures) to businesses (for example, laundromats) and organizations (for example, churches) and encourage businesses and organizations to post information where it can be easily seen and to distribute it to the public. Informational materials will be offered in multiple languages to ensure there are no language barriers to participation.**	**Annually by September of each year or as otherwise required by the County CDBG schedule. Apply for additional funding resources annually. Post information on City website and distribute hard copies to local businesses and organizations by June 2024 and update and redistribute annually.**	6th Cycle	In Progress	**The County anticipates commencing the "SAFE Homes for OC Seniors" program in 2026 which will offer housing rehabilitation loans to seniors in Laguna Hills. The City will work with the County to conduct outreach. Additionally, the CalHome Program is a deferred-payment loan program available through a grant to Habitat OC for first-time homebuyer and housing rehabilitation assistance, homebuyer counseling and technical assistance activities to enable low- and very low-income households to become or remain homeowners. The City aims to work with Habitat OC to extend their outreach efforts in the Via Lomas neighborhood as well as City-wide.** **The City continues to monitor opportunities and will pursue funds as appropriate to further the housing goals of this Housing Element.**	Other		None
H-4. AT-RISK UNITS	**The City will continue to pursue the extension of affordability controls for 51 units that are set to expire in 2032, and provide technical assistance to preserve the units in the existing Rancho Moulton housing development, or as part of new or redevelopment activities in the Via Lomas area or other areas of the City (particularly in moderate- and high-resource areas of the City), as deemed feasible. The Rancho Moulton Apartments continued to participate in the County's Section 8 rental assistance program, which requires the owner to renew their project-based vouchers annually. The City will work with potential purchasers to preserve 51 units in the existing development or in new development by finding an interested non-profit entity and securing funding to acquire and preserve the property. The City will not take part directly in negotiations regarding the property but will apply for state or federal funding on behalf of an interested non-profit entity, if necessary, to protect the affordability of the rental units. The City will request that the property owners provide evidence that they have complied with state and federal regulations regarding notice to tenants and other procedural matters related to conversion, and the City will contact the United States Department of Housing and Urban Development (HUD), if necessary, to verify compliance with notice requirements.**	**2022; the City will provide Technical Assistance to preserve 51 at-risk units in 2022. Annually; the City will prepare "Risk Assessment" reports by January of each year. Ongoing; Work with responsible entities to ensure tenants receive education of housing rights and preservation/acquisition status.**	6th Cycle	Continuous	**The City intends to engage current owner of the Rancho Moulton Housing development and the County of Orange Housing and Community Development to explore extension options concerning the affordability controls for the 51 rental units that are set to expire in 2032. The City will work with responsible entities to ensure tenants receive education of housing rights and preservation process, tenant options, rental voucher assistance, and what to expect once the acquisition process has been completed.** **The County makes available funds and project-based vouchers through our Notice of Funding Availability (NOFA) to promote the acquisition, new construction, and acquisition/rehabilitation of supportive housing units.** **In 2025, the California Housing Partnership Corporation (CHPC) did not determine any subsidized affordable rental housing in Laguna Hills as "High Risk". The City will continue to monitor CHPC data and reports and act accordingly in the event risk levels change.**	Other		None
H-4. AT-RISK UNITS	**The City will use California Department of Housing and Community Development (HCD) resources listed on the HCD website, as well as other resources, to locate potential funding sources as needed for the preservation of affordable housing. Should the units convert to market rate, the City will work with the Orange County Housing Authority to ensure that low-income tenants displaced as a result of a conversion receive priority for federal housing vouchers. The City will annually prepare a "Risk Assessment" report provided by the California Housing Partnership Corporation (CHPC). Projects determined high risk are those most likely to decline continued federal assistance because they currently have rents below market rate(s) and are owned by profit motivated entities. As needed, the City will ensure tenants are adequately notified throughout the preservation/acquisition process as to the status of their housing units, impacts of the ownership change or preservation process on occupancy and rents, their rights and responsibilities as tenants, and who to contact with questions or concerns. The City will work with the responsible entity (whether the existing property owner, the Housing Authority, a nonprofit entity, or a new for-profit entity) to distribute information and conduct tenant meetings, as needed, to keep residents informed of the preservation process, tenant options, rental voucher assistance, and what to expect once the process has been completed.**	**2022; the City will provide Technical Assistance to preserve 51 at-risk units in 2022. Annually; the City will prepare "Risk Assessment" reports by January of each year. Ongoing; Work with responsible entities to ensure tenants receive education of housing rights and preservation/acquisition status.**	6th Cycle	Continuous	**The City intends to engage current owner of the Rancho Moulton Housing development and the County of Orange Housing and Community Development to explore extension options concerning the affordability controls for the 51 rental units that are set to expire in 2032. The City will work with responsible entities to ensure tenants receive education of housing rights and preservation process, tenant options, rental voucher assistance, and what to expect once the acquisition process has been completed.** **The County makes available funds and project-based vouchers through our Notice of Funding Availability (NOFA) to promote the acquisition, new construction, and acquisition/rehabilitation of supportive housing units.** **In 2024, the California Housing Partnership Corporation (CHPC) did not determine any subsidized affordable rental housing in Laguna Hills as "High Risk". The City will continue to monitor CHPC data and reports and act accordingly in the event risk levels change.**	Other		None
H-5. FORECLOSURE REFERRAL PROGRAM	**Based on current dynamics, the City seeks to address the increased incidence of residents facing foreclosure and potential displacement when they can no longer afford housing. Often, low- and moderate-income homeowners with protected characteristics, including communities of color, seniors, people with disabilities and other special needs populations do not understand their rights and/or their obligations. Assisting these homeowners to procure legal counsel is a less costly option than serving homeless households. The City will provide foreclosure information on its website, and provide resources at the City to refer residents to external agencies to assist in reducing incidents of foreclosures in Laguna Hills. The City will provide information in multiple languages. The City will provide information (for example, flyers and brochures) to businesses (for example, laundromats) and organizations (for example, churches) and encourage businesses and organizations to post information where it can be easily seen and to distribute it to the public. The City will target census tracts identified as having a high risk of displacement, e.g., cost-burdened owners.**	**Ongoing. Post information on City website and distribute hard copies to local businesses and organizations by June 2023 and update and redistribute annually.**	6th Cycle	Completed	**The City has developed a robust housing information webpage which provides information pertaining to fair housing, housing choice voucher program, housing rehabilitation resources, mortgage assistance, foreclosure prevention and homelessness services. The City also offers referral services to external agencies to assist in reducing incidents of foreclosures in Laguna Hills.**	Other	1	https://www.lagunahillsca.gov/590/Housing-Information-Resources
H-6. URBAN VILLAGE SPECIFIC PLAN AREA FOR HOUSING OPPORTUNITIES	**The City shall inform existing property owners that housing development opportunities are available in the Urban Village Specific Plan (UVSP) area and will continue to meet with prospective developers to encourage incorporating housing for multiple income levels to promote housing mobility opportunities for all income levels within higher resource areas of the City. Housing opportunities include market-rate housing units and could also include housing for low- and moderate-income households, families, seniors, and special-needs households. City staff will inform prospective developers at the time of project application meeting(s). Consider amendment to UVSP to incorporate inclusionary housing requirements in accord with Program H-7. to expand housing resources and housing mobility opportunities in higher resource areas and foster mixed-income housing creation. Additionally, the City will promote the UVSP area on the City's website and will also promote housing development incentives consistent with Chapter 9-72 of the Zoning Ordinance. The UVSP area will also be promoted through the City's Economic Development Strategy (see the Land Use Element Implementation Program LU-14).**	**Ongoing; the City will post information on its website by June 2023 and it will be updated annually; development of sites 114, 115, and 116 of the sites inventory during the planning period.**	6th Cycle	Continuous	**In addition to a webpage dedicated to Site 2 (Laguna Hills Mall), Housing Element Sites in the UVSP (including Sites 114, 115, and 116) have been identified on the City website. The City is currently processing an active senior housing project on Site 116.**	Other	1	None

H-7. ZONING ORDINANCE UPDATE	**The implementation of housing goals, policies, and programs will require updating the City's Zoning Ordinance. In addition, certain City rules and regulations may constrain the development of housing affordable to low and moderate-income households with special needs. To mitigate potential constraints; bring the Zoning Ordinance into compliance with State law; and implement housing goals, policies, and programs, the City will update the following regulations in the Zoning Ordinance: 1. Density Bonuses. Pursuant to California Government Code Section 65915 et seq., amend the Zoning Ordinance to update the density bonus ordinance to address recent updates to state law. If additional changes to state law occur during the planning period, the density bonus ordinance will be updated to comply with those changes. 2. Accessory Dwelling Units (ADUs). In 2018, the City adopted an ordinance that amended the Laguna Hills Zoning Ordinance to permit ADUs in accordance with state law. The City will amend its adopted ADU ordinance to comply with update to state ADU law with Senate Bill (SB) 2 grant funding (see Housing Element Implementation Program H-9), including parking requirements. Per Government Code Section 65852.150, the City will allow ADUs in all zones where single-family and multifamily housing are allowed. The City will amend all standards in its Municipal Code that are not compliant with Government Code Section 65852.2. During the planning period, the City will implement the ADU ordinance (see Housing Element Implementation Program H-8) and update it to comply with any new state requirements.**	**Consider an adaptive reuse ordinance by June 2024 and implement, if appropriate, by June 2025. Consider an inclusionary housing ordinance and present findings to the City Council by June 2024 and implement, if appropriate, by June 2025. Consider a congregational overlay**	6th Cycle	In Progress	**The City is considering an adaptive reuse ordinance, inclusionary housing ordinance, and a congregational overlay. Staff has conducted an initial review of development standards and permitting requirements, and is drafting appropriate Zoning Text Amendments.**	Other		None
H-7. ZONING ORDINANCE UPDATE	**3. Transitional and Supportive Housing. Allow transitional and supportive housing (including transitional and supportive housing with seven or more residents) as a residential use in all zones allowing residential uses, subject only to those restrictions that apply to other residential uses of the same type in the same zone and without any discretionary action. Additionally, permit supportive housing by-right in any non-residential or mixed-use zone that permits multifamily (Assembly Bill 2162, California Government Code Section 65583(c)(3)). 4. Employee Housing. To encourage employee housing, as needed, the City will establish a use category for employee housing as a residential use in the use tables. The Zoning Ordinance will be amended to ensure that permit processing procedures for employee housing do not conflict with Health and Safety Code, Section 17021.5, which states that employee housing for six or fewer employees should be "deemed a single-family structure with a residential land use designation," Section 17021.6, which states that for "employee housing consisting of no more than 36 beds in a group quarters or 12 units or spaces designed for use by a single family or household … [n]o CUP, zoning variance, or other discretionary zoning clearance shall be required of this employee housing that is not required of any other agricultural activity in the same zone," and Section 17021.8, which requires ministerial approval of certain farmworker housing projects that meet the criteria in that section.**	**Consider an adaptive reuse ordinance by June 2024 and implement, if appropriate, by June 2025. Consider an inclusionary housing ordinance and present findings to the City Council by June 2024 and implement, if appropriate, by June 2025. Consider a congregational overlay**	6th Cycle	In Progress	**The City is considering an adaptive reuse ordinance, inclusionary housing ordinance, and a congregational overlay. Staff has conducted an initial review of development standards and permitting requirements, and is drafting appropriate Zoning Text Amendments.**	Other		None
H-7. ZONING ORDINANCE UPDATE	**5. Emergency Shelters. Continue to allow emergency shelters byright within the Mixed-Use (MXU) district subject to objective development standards without a conditional use permit or other discretionary approval. Amend the regulations for emergency shelters to ensure compliance with Government Code Section 65583(a)(4)), including siting requirements in relationship to schools and other emergency shelters and revise parking requirements for emergency shelters to ensure that parking standards are sufficient to accommodate all staff, provided standards do not require more parking for emergency shelters than other residential or commercial uses within the MXU district. The City will additionally update standards for emergency shelters to allow a greater number of beds. Review the City's Zoning Ordinance and make revisions, if necessary, to allow low-barrier navigation centers for the homeless per Government Code Sections 65660-65668. 6. Residential Care Facilities. Amend the Development Code to permit residential care facilities regardless of size, in all zones that permit residential uses of the same type, in accordance with state law and the City's definition of family. 7. Adaptive Reuse Ordinance. The City shall study the appropriateness of an adaptive reuse ordinance to facilitate the conversion of underutilized commercial properties for diverse housing opportunities, including interim and permanent affordable housing. An Adaptive Reuse Ordinance could be developed in line with existing anti-displacement efforts, and may include incentives to encourage adaptive reuse for special needs populations, including persons with disabilities, large households, or female headed households. If incentives are adopted, this program will include a proactive outreach effort to property owners via fact sheets, letters, and social media to publicize the incentives.**	**Consider an adaptive reuse ordinance by June 2024 and implement, if appropriate, by June 2025. Consider an inclusionary housing ordinance and present findings to the City Council by June 2024 and implement, if appropriate, by June 2025. Consider a congregational overlay**	6th Cycle	In Progress	**The City is considering an adaptive reuse ordinance, inclusionary housing ordinance, and a congregational overlay. Staff has conducted an initial review of development standards and permitting requirements, and is drafting appropriate Zoning Text Amendments.**	Other		None
H-7. ZONING ORDINANCE UPDATE	**8. Inclusionary Housing Requirements: The City will study other inclusionary housing ordinances in southern California to learn about effective practices being used to provide affordable housing, especially housing for extremely low, very low, and low income households. As part of this study, the City will review how other cities have prepared, adopted, and implemented their inclusionary programs in response to recent court rulings, affordable housing nexus studies, affordable housing impact fees, and commercial linkage fees. City staff will report the study's findings and input from the community and residential developers to the City Council and seek direction on methods that should be pursued to provide affordable housing such as (a) construction of housing on-site, (b) construction of housing offsite, (c) dedication of land for housing, and (d) possible other similar measures; methods shall not constrain the overall production of housing in the City. 9. Manufactured Homes Manufactured housing and mobile homes are treated as different land uses in Municipal Code Section 9-10.050, Uses within Zones. However, they have the same definition in the code. The City will correct this and ensure compliance with Government Code Section 65852.3 by allowing both manufactured housing and mobile homes in all zones where single-family homes are allowed with the same approval process that is used with single-family homes.**	**Consider an adaptive reuse ordinance by June 2024 and implement, if appropriate, by June 2025. Consider an inclusionary housing ordinance and present findings to the City Council by June 2024 and implement, if appropriate, by June 2025. Consider a congregational overlay**	6th Cycle	In Progress	**The City is considering an adaptive reuse ordinance, inclusionary housing ordinance, and a congregational overlay. Staff has conducted an initial review of development standards and permitting requirements, and is drafting appropriate Zoning Text Amendments.**	Other		None
H-7. ZONING ORDINANCE UPDATE	**10. Development Standards and Permitting Requirements The City will evaluate development standards including open space requirements, lot coverage, and heights, as well as permit requirements for multifamily developments. The City is committed to amending development standards to ensure these requirements are not so restrictive that they constrain residential development. The City will continue to update the Municipal Code as needed to implement this program. The City will consider allowing developers the opportunity to provide creative parking solutions, where feasible, that could result in reductions in parking requirements. Creative solutions may include supplemental transit passes, increased bicycle parking, a shared vehicles program, or other solutions agreed on by the City and the developer. 11. Definition of Family. To ensure that the City does not unduly restrict or constrain the development of housing for persons with disabilities, it will update its definition of family to "One or more individuals, living together as a single-family housekeeping unit. Members of the family do not need to be related by blood, marriage or in any other legal capacity." 12. Congregational Overlay. The City will study the impacts of establishing a zoning overlay or other mechanism to allow affordable housing developments at a maximum density of 50 units per acre on properties occupied by a religious institution. City staff will report the study's findings and input from the community, religious institutions, and affordable housing developers to the City Council and seek direction on next steps regarding how residential development could be allowed on property occupied by a religious institution.**	**Consider an adaptive reuse ordinance by June 2024 and implement, if appropriate, by June 2025. Consider an inclusionary housing ordinance and present findings to the City Council by June 2024 and implement, if appropriate, by June 2025. Consider a congregational overlay**	6th Cycle	In Progress	**The City is considering an adaptive reuse ordinance, inclusionary housing ordinance, and a congregational overlay. Staff has conducted an initial review of development standards and permitting requirements, and is drafting appropriate Zoning Text Amendments.**	Other		None
H-8. ACCESSORY DWELLING UNITS	**As a part of the City's SB2 program, the City will amend its Accessory Dwelling Unit (ADU) ordinance to comply with recent changes to state law regarding ADUs and create reference information available to property owners listing benefits and opportunities for constructing ADUs (see Housing Element Implementation Program H-9). The City shall continue to implement the ADU provisions of the Zoning Ordinance consistent with state law (see Housing Element Implementation Program H-7). The City will continue to permit ADUs by-right in all residential zones of the City, requiring only ministerial approval. Per Government Code Section 65852.150, the City will allow ADUs in all zones where single-family and multifamily housing are allowed. The City will amend all standards in its Municipal Code that are not compliant with Government Code Section 65852.2 (see also Program H-7). 1. The City will promote ADUs to property owners (particularly in high and moderate resource areas) as a viable option for providing additional housing opportunities that could include affordable housing for lower-income seniors, single persons, persons with disabilities, or small households within existing neighborhoods. The City will encourage and promote ADUs by providing information on the City's website about ADU standards and options and informing people at the public counter of ADUs as an option, as well as informing property owners with an existing unpermitted ADU of the option to bring the unit up to code as a legal ADU. The City will monitor ADU production. Halfway through the planning cycle, if the production numbers are not on par with the midpoint of the number of ADUs estimated in Table H-46, the City will adjust its approach to meeting the RHNA. The City will also make the following efforts to promote ADU development:**	**Add promotional /educational materials on the City's website on ADU information by June 2023, including examples of ADUs on webpage. Develop list of resources, and coordinate with ADU development and financing community and directly reach out to potential owners by June 2024.**	6th Cycle	Completed	**Staff has created an ADU informational handout that will be available on the website when the dedicated ADU webpage is live. On this webpage we will provide other informative links/information that will assist the community. Staff has assigned the Assistant Planner as an ADU point person to serve as a central point of information and a resource. In compliance with state legislation City staff is working on obtaining preapproved ADU plans to be available on the website once ready.**	Other	1	https://www.lagunahillsca.gov/599/Pre-Approved-Accessory-Dwelling-Unit-ADU

H-8. ACCESSORY DWELLING UNITS	**1 Research and coordinate with non-profit organizations, builders, and banks regarding funding/assisting with construction costs and connect ADU owners and renters with that information. This will include encouraging financial institutions to appoint an "ADU Ambassador" who will be the local representative within the financial institution. The City would provide training and educational materials to the ambassadors. The City will maintain a list of ADU Ambassadors and distribute the list to interested homeowners (particularly in high and moderate resource areas) seeking information about finding loans for ADU development. 2 Expand educational efforts to include active property owner outreach. Marketing and promotional materials will be prepared to inform eligible homeowners (particularly in high and moderate resource areas) of new ADU programs as they are adopted and launched. The City will work to identify the types of homeowners most likely to be interested in building an ADU and reach out to them directly. 3 Reach out to local homeowners that have added an ADU to involve them in supporting other homeowners who are considering adding an ADU to their property. Hold a community "ADU Open House" to share ideas and inspire homeowners to build ADUs. 4 Create short flyers and brochures (digital and print). Distribute though social media promotions, direct mailings to property owners, water bill inserts, and the dedicated City webpage. 5 Establish an ADU point person at the City to serve as a central point of information and a resource for enhancing awareness. 6 The City will explore funding options to create an ADU Forgivable Loan Program and promote the use of the loan program citywide, but particularly in high and moderate resource areas. 7 The City will target 20% of ADU production to be within higher opportunity areas.**	**Add promotional /educational materials on the City's website on ADU information by June 2023, including examples of ADUs on webpage. Develop list of resources, and coordinate with ADU developmen t and financing community and directly reach out to potential owners by June 2024.**	6th Cycle	Completed	**Staff has created an ADU informational handout that will be available on the website when the dedicated ADU webpage is live. On this webpage we will provide other informative links/information that will assist the community. Staff has assigned the Assistant Planner as an ADU point person to serve as a central point of information and a resource.** **In compliance with state legislation City staff is working on obtaining preapproved ADU plans to be available on the website once ready.**	Other	1	https://www.lagunahillsca.gov/599/Pre-Approved-Accessory-Dwelling-Unit-ADU
H-9. SB2 GRANT PROGRAM IMPLEMENTATION	**As a part of the City's SB2 program, the City plans to establish objective design standards for residential development in the MXU zoning district in north Laguna Hills to encourage infill residential development. The City will additionally analyze opportunities to permit multifamily residential in an existing commercial center in north Laguna Hills zoned Community Commercial (CC), which currently does not permit residential uses. The City will hold one or more community workshops to gather community input, including from the developer community. Through establishing objective design standards, the City anticipates reducing the entitlement process by up to six months. The City also plans to use its awarded SB2 grant funding to update its ADU ordinance to comply with state law, as well as create reference information for homeowners about the benefits and opportunities for constructing ADUs.**	**All tasks completed by August 2024**	6th Cycle	Completed	**All tasks completed by August 2024**	Other	1	None
H-10. PERMIT STREAMLINING	**The City will establish a written policy or procedure and other guidance as appropriate to specify the Senate Bill (SB) 35 (2017) streamlining approval process and standards for eligible projects, as set forth under California Government Code Section 65913.4 to increase housing choices and affordability in higher opportunity areas. Consider expedited processing or other prioritizing strategies for projects with 100 percent affordable units. See also Program H-15.**	**June 2024**	6th Cycle	In Progress	**In conjunction with Program H-15, Staff is considering expedited processing for projects with 100 percent affordable units.**	Other		None
H-11. 2021–2029 REGIONAL HOUSING NEED	**To meet state law requirements (California Government Code Sections 65583(c)(1)(A) and 65583(c)(1)(B)) to address the 2021-2029 Regional Housing Needs Allocation (RHNA) and to ensure a sufficient selection of sites are available for higher-density development, the City shall amend the General Plan and the Zoning Codes, as needed, to provide adequate sites for 413 lower-income units on certain sites or in certain zones. The City will increase allowable density on certain sites in the MXU and/or MDR zones and/or allow multifamily uses on certain sites in zones where they are not currently allowed. Sites for lower-income units must allow at least 30 dwelling units per acre. To accommodate the remaining unaccommodated 413 units in the lower-income category by rezoning sites to allow up to 30 units per acre, a minimum of 13.76 acres would need to be rezoned. To accommodate the remaining unaccommodated 413 units in the lower-income category by rezoning sites to allow up to 50 units per acre, a minimum of 8.26 acres would need to be rezoned. Sites rezoned under this housing element program are subject to the requirements of Section 65583.2(h), including allowing owner-occupied and rental multifamily housing "by right" without discretionary review if 20 percent or more of the units in a project proposed on the site are affordable to those with lower incomes. The sites rezoned to accommodate lower income RHNA must be able to accommodate a minimum of 16 units per site.**	**Specific sites will be rezoned by January 31, 2024**	6th Cycle	Completed	**Complete. Properties identified in Sites Inventory were rezoned and objective design standards established.**	Other	1	None
H-11. 2021–2029 REGIONAL HOUSING NEED	**At least 50 percent of the very low and low-income housing need shall be accommodated on sites designated/zoned for residential uses only, except that all of the very low- and low-income housing need may be accommodated on sites designated for mixed uses if those sites allow 100- percent residential use and require that residential uses occupy 50 percent of the total floor area of a mixed-use project. The applications can be subject to design review as long as the project does not trigger the California Environmental Quality Act review process. Water, sewer, and dry utilities are either already available at sites that will be rezoned or the City will plan for extensions so that services will be available as needed. The City will avoid sites with unmitigable environmental hazards when selecting sites to rezone including, steep slopes (over 30 percent), high liquefaction risk, moderate and severe wildfire risk, Federal Emergency Management Agency (FEMA) 100-year and 500-year flood zones. As a part of this program, the City will evaluate development standards for the rezone sites, including open space requirements, lot coverage, and heights, as well as permit requirements for multifamily developments. The City is committed to amending development standards to ensure these requirements are not so restrictive that they constrain residential development. The sites rezoned under this program will be a geographic focus for the City to target efforts included in other programs that promote new housing opportunities in higher opportunity areas and implement place-based strategies to improve community revitalization. See also Program H-21.**	**Specific sites will be rezoned by January 31, 2025**	6th Cycle	Completed	**Complete. Properties identified in Sites Inventory were rezoned and objective design standards established.**	Other	1	None
H-12. CDBG FUNDING FOR SHELTER FOR THE HOMELESS	**The City shall apply for United States Department of Housing and Urban Development CDBG funds and allocate a portion of such funds to subrecipients who provide shelter for the homeless. The City will continue to contract with Mercy House, or equivalent, a non-profit service provider, to help residents experiencing homelessness obtain services. The program will aim to reduce the City's unsheltered homeless population by 10% over the planning period.**	**Annually by September of each year or as otherwise required by the County CDBG schedule**	6th Cycle	Continuous	**The City has developed a robust housing information webpage which provides information pertaining to fair housing, housing choice voucher program, housing rehabilitation resources, mortgage assistance, and homelessness services. In 2024, the City approved a contract with the City of Mission Viejo to provide homeless outreach services in Laguna Hills. The goal of outreach is to develop relationships with homeless families and individuals so that they can receive the assistance to navigate community resources. The City continues to seek additional funding and develop partnerships to enhance its homeless services.**	Other		None
H-13. CONTINUUM OF CARE FUNDING AND CONSOLIDATED PLAN PARTICIPATION	**The City shall continue to participate in the Orange County Consolidated Plan Programs and in the Orange County Continuum of Care local housing planning process to facilitate obtaining funds for affordable housing and related social services for special-needs populations. The Continuum of Care local housing and service delivery system focuses on homeless prevention, outreach, and assessment, emergency shelters, transitional housing, supportive services, and permanent supportive housing for homeless individuals and families. The City shall pursue homeless assistance grants through the Continuum and endeavor to secure at least two grants during the planning period. The City will assist public and private nonprofit housing developers in preparation of funding applications for special-needs populations. The City will conduct outreach to service providers annually to discuss ways the City can assist in the development for lower-income households.**	**Annually by September of each year or as otherwise required by the County CDBG schedule**	6th Cycle	In Progress	**The City continues to participate in the Orange County Consolidated Plan development process. In 2024, the City assisted OCHCD in its outreach efforts of the FY 25-29 Consolidated Plan. The City availed and promoted the County's outreach materials for the needs assessment survey and community forums on its website, bulletin boards, social media posts, City's e-Newsletter, and announcements at City Council meetings.**	Other		None
H-14. DISPLACEMENT PREVENTION AND MITIGATION	**a. Section 8 Rental Assistance (Housing Choice Vouchers (HCV)) The Orange County Housing Authority currently administers the Section 8 Rental Assistance program on behalf of the City. Currently, the program assists renter households in the City of Laguna Hills. Based on future congressional appropriations, the County Housing Authority will apply for additional funding that will enable the Housing Authority to administer additional vouchers for families, seniors, and disabled persons over the Housing Element planning period. To promote housing mobility in high-resource neighborhoods to increase diversity, promote a more mixed-income community, alleviate overpayment and overcrowding, and assist residents in the prevention of potential displacement the City will: 1. Provide referral services and information to the City's residents on housing choice voucher programs, ensuring that all information offered digitally and physically is provided in multiple languages. 2. Coordinate with community-based organizations that serve Laguna Hills' special-needs populations to reach households that would qualify for equal access to housing choice voucher programs.**	**Ongoing. By June 2023 and twice a year after that: communicat e with community-based organization s that serve Laguna Hills' special-needs populations, conduct affirmative marketing to increase voucher acceptance, and partner with the Housing Authority to provide training to landlords. By June 2024**	6th Cycle	In Progress	**Ongoing. OCHA applies for funding as it becomes available.** **OCHA addresses de-concentration of poverty through the use of our payment standards. OCHA has established higher payment standards for higher cost areas allowing for increased housing mobility.** **The City provides referral services and information, digitally and physically, to the City's residents on housing choice voucher programs.** **In addition to the Section 8 Housing Choice Voucher Program, OCHA administers several other Special Purpose Voucher programs targeted to clients who meet specific eligibility criteria and are referred by various partner agencies.** **The Orange County Housing Authority (OCHA) provides information to new landlords regarding their obligations under the Housing Choice Voucher program. Additionally, OCHA will periodically partner with other agencies to offer fair housing training to existing landlords. OCHA reminds landlords that it is against the law to discriminate against tenants based on source of income. In the event such discrimination is reported, OCHA refers the impacted party to Fair Housing Council of Orange County.** **OCHA does not dictate how landlords perform their screening when participating in the Housing Choice Voucher program. Landlords are responsible for their own screening policies and ensuring compliance with local housing rules.** **OCHA has a landlord incentive program offering to pay up to $1,000 for each unit a landlord successfully leases to an OCHA client. Additionally, OCHA assists OCHA tenants with up to double security deposits and may reimburse tenants for the purchase of a refrigerator to comply with Housing Quality Standards requirements.** **In 2025, no new development occurred on sites that have been occupied by or restricted for the use of lower-income households at any time during the previous five years.** **The City aims to explore feasibility of a Local Just Cause Eviction Ordinance, a Local Rent**	Other		None

H-14. DISPLACEMENT PREVENTION AND MITIGATION	**3. Work with the Housing Authority to conduct affirmative marketing to increase voucher acceptance in areas of higher income to increase opportunities for housing mobility, as identified in the Assessment of Fair Housing. 4. Partner with the Housing Authority to provide biannual training to landlords regarding fair-housing requirements, including the requirement that they accept vouchers. To reduce income discrimination, develop a campaign to combat local opposition - conduct outreach to educate property owners in Moderate Resource Areas, as defined by TCAC higher-income neighborhoods, to increase awareness about the benefits of housing mobility for voucher holding-tenants, and providing clarification defining lower-income workforce individuals, encouraging landlords and property owners to market available units at their properties to voucher holders. 5. Reduce barriers to accessing rental housing by encouraging landlords to follow HUD's guidance on the use of criminal backgrounds in screening tenants and encouraging them to eliminate application fees for voucher holders. 6. Consider the feasibility of a landlord incentive program for landlords that choose to accept voucher holding tenants. The landlord incentive program could be focused on Low Resource Areas, as defined by TCAC, or neighborhoods that experience higher rates of rental increases. Consider providing assistance with security deposits or moving expenses for voucher recipients.**	**Ongoing. By June 2023 and twice a year after that: communicate with community-based organizations that serve Laguna Hills' special-needs populations, conduct affirmative marketing to increase voucher acceptance, and partner with the Housing Authority to provide training to landlords. By June 2024**	6th Cycle	In Progress	**Ongoing. OCHA applies for funding as it becomes available.** **OCHA addresses de-concentration of poverty through the use of our payment standards. OCHA has established higher payment standards for higher cost areas allowing for increased housing mobility.** **The City provides referral services and information, digitally and physically, to the City's residents on housing choice voucher programs.** **In addition to the Section 8 Housing Choice Voucher Program, OCHA administers several other Special Purpose Voucher programs targeted to clients who meet specific eligibility criteria and are referred by various partner agencies.** **The Orange County Housing Authority (OCHA) provides information to new landlords regarding their obligations under the Housing Choice Voucher program. Additionally, OCHA will periodically partner with other agencies to offer fair housing training to existing landlords. OCHA reminds landlords that it is against the law to discriminate against tenants based on source of income. In the event such discrimination is reported, OCHA refers the impacted party to Fair Housing Council of Orange County.** **OCHA does not dictate how landlords perform their screening when participating in the Housing Choice Voucher program. Landlords are responsible for their own screening policies and ensuring compliance with local housing rules.** **OCHA has a landlord incentive program offering to pay up to $1,000 for each unit a landlord successfully leases to an OCHA client. Additionally, OCHA assists OCHA tenants with up to double security deposits and may reimburse tenants for the purchase of a refrigerator to comply with Housing Quality Standards requirements.** **In 2025, no new development occurred on sites that have been occupied by or restricted for the use of lower-income households at any time during the previous five years.** **The City aims to explore feasibility of a Local Just Cause Eviction Ordinance, a Local Rent**	Other		None
H-14. DISPLACEMENT PREVENTION AND MITIGATION	**b. Replacement Housing The City will require replacement housing units subject to the requirements of SB 330 and Government Code, section 65915, subdivision (c)(3) on sites identified in the site inventory when any new development (residential, mixed-use or non-residential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five years. This requirement applies to non-vacant sites and vacant sites with previous residential uses that have been vacated or demolished. Prioritize siting of replacement units in targeted growth areas in the vicinity of available public transit routes, job and housing rich areas, the village center, and revitalization areas and on sites identified to accommodate the housing needs of lower income households. When existing residents are displaced, include a first right of return to existing residents policy that includes moving expenses.**	**Ongoing. By June 2023 and twice a year after that: communicate with community-based organizations that serve Laguna Hills' special-needs populations, conduct affirmative marketing to increase voucher acceptance, and partner with the Housing Authority to provide training to landlords. By June 2024**	6th Cycle	In Progress	**Ongoing. OCHA applies for funding as it becomes available.** **OCHA addresses de-concentration of poverty through the use of our payment standards. OCHA has established higher payment standards for higher cost areas allowing for increased housing mobility.** **The City provides referral services and information, digitally and physically, to the City's residents on housing choice voucher programs.** **In addition to the Section 8 Housing Choice Voucher Program, OCHA administers several other Special Purpose Voucher programs targeted to clients who meet specific eligibility criteria and are referred by various partner agencies.** **The Orange County Housing Authority (OCHA) provides information to new landlords regarding their obligations under the Housing Choice Voucher program. Additionally, OCHA will periodically partner with other agencies to offer fair housing training to existing landlords. OCHA reminds landlords that it is against the law to discriminate against tenants based on source of income. In the event such discrimination is reported, OCHA refers the impacted party to Fair Housing Council of Orange County.** **OCHA does not dictate how landlords perform their screening when participating in the Housing Choice Voucher program. Landlords are responsible for their own screening policies and ensuring compliance with local housing rules.** **OCHA has a landlord incentive program offering to pay up to $1,000 for each unit a landlord successfully leases to an OCHA client. Additionally, OCHA assists OCHA tenants with up to double security deposits and may reimburse tenants for the purchase of a refrigerator to comply with Housing Quality Standards requirements.** **In 2025, no new development occurred on sites that have been occupied by or restricted for the use of lower-income households at any time during the previous five years.** **The City aims to explore feasibility of a Local Just Cause Eviction Ordinance, a Local Rent**	Other		None
H-14. DISPLACEMENT PREVENTION AND MITIGATION	**c. Local Just Cause Eviction Ordinance The City shall consider adopting a local Just Cause Eviction Ordinance which strengthens the requirements of AB 1482 to further protect renters from unreasonable evictions, foreclosure-related evictions, or other arbitrary and discriminatory actions which lead to displacement. d. Local Rent Stabilization Ordinance The City shall explore the feasibility of adopting a rent stabilization ordinance strengthening the requirements established by AB 1482 to further protect renters against displacement from arbitrary or significant rent hikes. Local rent stabilization ordinances must adhere to the framework established in state law by the Costa-Hawkins Rental Housing Act. This law establishes certain parameters for the policy features of local ordinances, such as prohibiting rent stabilization on single-family homes, preventing rent stabilization's application to buildings constructed after 1995, and allowing landlords to reset rents to market rate after a tenant leaves their unit (known as "vacancy decontrol"). e. Multi-Lingual Right to Counsel Program Explore the feasibility of piloting a multi-lingual Right to Counsel program to ensure legal representation for tenants in landlord-tenant proceedings, including those involving the application of new laws like A.B. 1482. According to legal services and fair housing organizations, many evictions occur because tenants do not understand their rights and/or their obligations. It is estimated that only a small percentage of tenants facing eviction have legal representation, and those without representation almost always are evicted, regardless of a viable defense. There are several legal providers in the county such as Community Legal Aid SoCal and Public Law Center that are well-positioned to serve low-income tenants with financial support See also Housing Element Implementation Program H-16, Fair Housing Program.**	**Ongoing. By June 2023 and twice a year after that: communicate with community-based organizations that serve Laguna Hills' special-needs populations, conduct affirmative marketing to increase voucher acceptance, and partner with the Housing Authority to provide training to landlords. By June 2024**	6th Cycle	In Progress	**Ongoing. OCHA applies for funding as it becomes available.** **OCHA addresses de-concentration of poverty through the use of our payment standards. OCHA has established higher payment standards for higher cost areas allowing for increased housing mobility.** **The City provides referral services and information, digitally and physically, to the City's residents on housing choice voucher programs.** **In addition to the Section 8 Housing Choice Voucher Program, OCHA administers several other Special Purpose Voucher programs targeted to clients who meet specific eligibility criteria and are referred by various partner agencies.** **The Orange County Housing Authority (OCHA) provides information to new landlords regarding their obligations under the Housing Choice Voucher program. Additionally, OCHA will periodically partner with other agencies to offer fair housing training to existing landlords. OCHA reminds landlords that it is against the law to discriminate against tenants based on source of income. In the event such discrimination is reported, OCHA refers the impacted party to Fair Housing Council of Orange County.** **OCHA does not dictate how landlords perform their screening when participating in the Housing Choice Voucher program. Landlords are responsible for their own screening policies and ensuring compliance with local housing rules.** **OCHA has a landlord incentive program offering to pay up to $1,000 for each unit a landlord successfully leases to an OCHA client. Additionally, OCHA assists OCHA tenants with up to double security deposits and may reimburse tenants for the purchase of a refrigerator to comply with Housing Quality Standards requirements.** **In 2025, no new development occurred on sites that have been occupied by or restricted for the use of lower-income households at any time during the previous five years.** **The City aims to explore feasibility of a Local Just Cause Eviction Ordinance, a Local Rent**	Other		None
H-15. AFFORDABLE HOUSING DEVELOPER PARTNERSHIPS	**The City will continue to develop partnerships with mainstream and special needs affordable housing developers that could result in set-asides in existing and planned low-income housing projects for extremely low-, very low-, and low-income households to facilitate housing mobility, increase housing resources and assist in alleviating overpayment and overcrowding which may result from a lack of affordable housing opportunities. These partnerships may include incentives (such as expedited processing, fee waivers, and density bonuses) provided by the City to facilitate the set-asides for planned low-income units and actively cooperating with the owners of existing units to secure appropriate federal funding necessary to maintain existing affordability. The City will take subsequent action, as appropriate, to make the development of such units more financially feasible including providing financial incentives, such as reducing, waiving, and/or deferring fees, where feasible, offering fast track/priority processing and permit streamlining with expedited processing for 100 percent affordable projects, density bonuses, and flexibility in development standards. The City will promote lower-income housing development incentives on the City's website, consistent with Chapter 9-72 of the Zoning Ordinance. The City will use HCD's housing resources website to locate available sites and potential funding sources as needed for the development of affordable housing. The City will conduct outreach to developers annually to discuss ways the City can assist in the development for lower-income households and strive to collaborate on two affordable housing developments during the planning period.**	**Ongoing; the information will be posted on the website by June 2023 and updated annually. Annually outreach to developers, review and prioritize local funding at least twice in the planning period, and support expediting applications on an ongoing basis.**	6th Cycle	Continuous	**The City will continue to develop partnerships with affordable housing developers and promote lower-income housing development incentives on the City's website.** **The City will investigate HCD's housing resources website to locate available sites and potential funding sources and will add and maintain relevant information on the City's Housing webpage.** **The City will continue to conduct outreach to affordable and special-needs developers to discuss ways the City can assist in the development for lower-income households.**	Other	1	None
H-16. FAIR HOUSING PROGRAM	**The City will continue to maintain services and personnel to receive housing complaints and continue to address or resolve complaints. The City will also continue to refer fair housing complaints to the Fair Housing Council if they cannot be resolved at the City level. The City will also continue to disseminate written literature about fair housing laws, resident rights, and remedies for fair housing complaints. The City will ensure that fair housing literature is provided in multiple languages and available in the Community Development Department, on the City's website, and at the Laguna Hills Technology Library. The City will monitor these sites to ensure timely, accurate information is available. To further comply with AB 686, the City will implement meaningful actions to Affirmatively Furthering Fair Housing (AFFH). The ongoing and additional actions the City will take to address AFFH shall address significant disparities in housing needs and in access to opportunity for all persons regardless of race, color, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability, and other characteristic protected by the California Fair Employment and Housing Act (Part 2.8, commencing with Section 12900, of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. In this effort to address fair housing issues identified in the Assessment of Fair Housing of this Housing Element, the City commits to the following.**	**Ongoing for the 2021-2029 planning period, and as further outlined in Table H-A1; the information will be posted on the website by June 2023 and updated annually. The City will meet with nonprofit organizations, governmental agencies, property owners and other parties named in this program at**	6th Cycle	Continuous	**The City continues to maintain services and personnel to receive housing complaints and continue to address or resolve complaints. In the event complaints cannot be resolved at City level, City staff refers clients to the Fair Housing Council of Orange County.** **Fair Housing Services in Laguna Hills are provided by Fair Housing Council of Orange County (FHCOC). Services provided by the Fair Housing Council include fair housing enforcement and education, landlord/tenant counseling, mediation and homebuyer HUD counseling which includes first-time homebuyer education and mortgage default counseling. The City prominently displays FHCOC outreach and marketing materials on its housing webpage, bulletin boards, and various locations including at the Community Center and at the Laguna Hills Technology Library.** **The City has developed a robust housing information webpage which provides information pertaining to fair housing, housing choice voucher program, housing rehabilitation resources, mortgage assistance, and homelessness services. In 2024, the City approved a contract with the City of Mission Viejo to provide homeless outreach services in Laguna Hills. The goal of outreach is to develop relationships with homeless families and individuals so that they can receive the assistance to navigate community resources.** **The County offers first-time homebuyer assistance program for residents in participating cities, including Laguna Hills. Interested parties are required to attend a homebuyer education workshop. The City provides this information on its Housing Information webpage to the residents.**	Other		https://www.lagunahillsca.gov/590/Housing-Information-Resources
H-16. FAIR HOUSING PROGRAM	**1 Develop affirmative marketing targeted at property owners to encourage acceptance of vouchers and/or other rental assistance programs, promoting equal access to government-assisted housing and to promote housing opportunities outside low-resource neighborhoods and neighborhoods along Via Lomas. Additionally, develop affirmative marketing strategies to promote services for persons at-risk of homelessness or experiencing homelessness through partnership with Mercy House, aimed at protecting residents from risk of displacement. 2 Promote accessibility programs focused on improving access to housing, transit, public buildings and facilities, sidewalks, pedestrian crossings, and businesses. Partner with local organizations serving persons with disabilities to implement outreach programs (see Housing Element Implementation Program H-17). 3 Explore policies to protect mobile home parks in low-resource areas in north Laguna Hills, minimizing displacement risk of existing residents. 4 Explore programs and/or partnerships to ensure that a share of the jurisdiction's purchases of goods and services come from local businesses. 5 Engage with the local school district to explore a program to address school boundaries and access to proficient education, specifically for the Via Lomas neighborhood. 6 Partner with Orange County Housing and Community Services Department and/or local non-profits to consider expanding programs offering first-time homebuyer assistance and prepare educational materials in multiple languages on mortgage lending discrimination.**	**Ongoing for the 2021-2029 planning period, and as further outlined in Table H-A1; the information will be posted on the website by June 2023 and updated annually. The City will meet with nonprofit organizations, governmental agencies, property owners and other parties named in this program at**	6th Cycle	Continuous	**The City continues to maintain services and personnel to receive housing complaints and continue to address or resolve complaints. In the event complaints cannot be resolved at City level, City staff refers clients to the Fair Housing Council of Orange County.** **Fair Housing Services in Laguna Hills are provided by Fair Housing Council of Orange County (FHCOC). Services provided by the Fair Housing Council include fair housing enforcement and education, landlord/tenant counseling, mediation and homebuyer HUD counseling which includes first-time homebuyer education and mortgage default counseling. The City prominently displays FHCOC outreach and marketing materials on its housing webpage, bulletin boards, and various locations including at the Community Center and at the Laguna Hills Technology Library.** **The City has developed a robust housing information webpage which provides information pertaining to fair housing, housing choice voucher program, housing rehabilitation resources, mortgage assistance, and homelessness services. In 2024, the City approved a contract with the City of Mission Viejo to provide homeless outreach services in Laguna Hills. The goal of outreach is to develop relationships with homeless families and individuals so that they can receive the assistance to navigate community resources.** **The County offers first-time homebuyer assistance program for residents in participating cities, including Laguna Hills. Interested parties are required to attend a homebuyer education workshop. The City provides this information on its Housing Information webpage to the residents.**	Other		https://www.lagunahillsca.gov/590/Housing-Information-Resources

H-16. FAIR HOUSING PROGRAM	**7 Encourage development of affordable housing that meets the needs of diverse households and family structures, including affordable units with three or more bedrooms, during meetings with prospective developers. Table H-A1below, in addition to the introduction to Appendix A: Implementation Programs, provides a summary that links program actions across all programs with the four categories of AFFH actions as specified by HCD: enhancing mobility strategies and promoting inclusion for protected classes; encouraging development of new affordable housing in high-resource areas; implementing place-based strategies to encourage community revitalization, including preservation of existing affordable housing; and protecting existing residents from displacement. The actions listed in Table H-A1were developed to cumulatively address the AFFH goals to counteract the disparities and issues that were identified in the AFFH analysis. The timeframes and priority levels are added to ensure the implementation of these actions in a timely manner. The priority levels for these actions are defined as follows: • High Priority contributing factors are those that have a direct and substantial impact on fair housing, and are core municipal functions that the City can control;**	**Ongoing for the 2021-2029 planning period, and as further outlined in Table H-A1; the information will be posted on the website by June 2023 and updated annually. The City will meet with nonprofit organizations, governmental agencies, property owners and other parties named in this program at**	6th Cycle	Continuous	**The City continues to maintain services and personnel to receive housing complaints and continue to address or resolve complaints. In the event complaints cannot be resolved at City level, City staff refers clients to the Fair Housing Council of Orange County.** **Fair Housing Services in Laguna Hills are provided by Fair Housing Council of Orange County (FHCOC). Services provided by the Fair Housing Council include fair housing enforcement and education, landlord/tenant counseling, mediation and homebuyer HUD counseling which includes first-time homebuyer education and mortgage default counseling. The City prominently displays FHCOC outreach and marketing materials on its housing webpage, bulletin boards, and various locations including at the Community Center and at the Laguna Hills Technology Library.** **The City has developed a robust housing information webpage which provides information pertaining to fair housing, housing choice voucher program, housing rehabilitation resources, mortgage assistance, and homelessness services. In 2024, the City approved a contract with the City of Mission Viejo to provide homeless outreach services in Laguna Hills. The goal of outreach is to develop relationships with homeless families and individuals so that they can receive the assistance to navigate community resources.** **The County offers first-time homebuyer assistance program for residents in participating cities, including Laguna Hills. Interested parties are required to attend a homebuyer education workshop. The City provides this information on its Housing Information webpage to the residents.**	Other		https://www.lagunahillsca.gov/590/Housing-Information-Resources
H-16. FAIR HOUSING PROGRAM	**• Medium Priority factors are those that have a direct and substantial impact on fair housing, but the City has limited capacity to control their implementation; • Low Priority factors may have a direct and substantial impact on fair housing choice, but the City lacks capacity to address it, or the factor may have only a slight or indirect impact on fair housing choice. As shown in Table H-A1, the City intends to complete the necessary actions to meet the State AFFH requirements. These actions are integrated into the Housing Plan for the overall 6th Cycle Housing Element with the specialized timeframes for expedited implementation. The rationale for identifying these actions is to ensure they are implemented in a timely manner to better serve the Laguna Hills community. These actions are intended to alleviate the main issues identified in the AFFH analysis and the City intends to implement these and all the programs outlined in the Implementation Program during the 2021-2029 planning period. In addition, the City intends to monitor the AFFH actions on an annual basis in conjunction with the preparation of the Annual Progress Report (APR) to ensure the goals are being met. If any action items are not being achieved, the City will adjust its metrics, timeframes, and commitments as necessary to ensure it meets its AFFH goals.**	**Ongoing for the 2021-2029 planning period, and as further outlined in Table H-A1; the information will be posted on the website by June 2023 and updated annually. The City will meet with nonprofit organizations, governmental agencies, property owners and other parties named in this program at**	6th Cycle	Continuous	**The City continues to maintain services and personnel to receive housing complaints and continue to address or resolve complaints. In the event complaints cannot be resolved at City level, City staff refers clients to the Fair Housing Council of Orange County.** **Fair Housing Services in Laguna Hills are provided by Fair Housing Council of Orange County (FHCOC). Services provided by the Fair Housing Council include fair housing enforcement and education, landlord/tenant counseling, mediation and homebuyer HUD counseling which includes first-time homebuyer education and mortgage default counseling. The City prominently displays FHCOC outreach and marketing materials on its housing webpage, bulletin boards, and various locations including at the Community Center and at the Laguna Hills Technology Library.** **The City has developed a robust housing information webpage which provides information pertaining to fair housing, housing choice voucher program, housing rehabilitation resources, mortgage assistance, and homelessness services. In 2024, the City approved a contract with the City of Mission Viejo to provide homeless outreach services in Laguna Hills. The goal of outreach is to develop relationships with homeless families and individuals so that they can receive the assistance to navigate community resources.** **The County offers first-time homebuyer assistance program for residents in participating cities, including Laguna Hills. Interested parties are required to attend a homebuyer education workshop. The City provides this information on its Housing Information webpage to the residents.**	Other		https://www.lagunahillsca.gov/590/Housing-Information-Resources
H-17. ACCESSIBILITY IN HOUSING	**The City recognizes that all people have varying abilities and that many people will encounter temporary or permanent changes in ability to conduct the tasks necessary for daily living throughout their lives. The City will continue to implement its existing Reasonable Accommodation ordinance (Zoning Ordinance Chapter 9-93). The City will identify and work with local organizations that provide assistance to persons with disabilities, including developmental disabilities, to implement an outreach program that informs persons with disabilities and their families about housing and available services. Informational materials can include a brochure that will be offered in multiple languages and direct people to service information on the City's website, which will be reviewed annually to make updates as necessary. The City will provide information (for examples, flyers and brochures) to businesses (for example, laundromats) and organizations (for example, churches) and encourage businesses and organizations to post information where it can be easily seen and to distribute it to the public. City staff will encourage prospective developers to provide universal design features in housing developments at the time of project application meeting(s). The City will provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful.**	**By June 2024, review City website and make updates to reflect available programs as necessary and identify local organizations for ongoing collaboration to educate residents with disabilities about available services. Ongoing; implement Reasonable Accommodation ordinance**	6th Cycle	Continuous	**The City offers information regarding available housing resources in the City and throughout Orange County on its housing webpage.**	Other		https://www.lagunahillsca.gov/590/Housing-Information-Resources
H-18. ANNUAL PROGRESS REPORTS	**The City will report annually on progress toward implementation of the Housing Element and residential development activities citywide. State law requires that each local jurisdiction submit an annual progress report on the implementation of its General Plan. For the Housing Element, the reporting must include the following: 1 Annual building activity by unit type, tenure, affordability level, deed restriction, and financial assistance; 2 Progress in achieving its RHNA; 3 Program-by-program account of implementation status; and 4 Outcome/disposition of development applications identifying location, size, type, and status of residential development proposals for citywide use and for submittal to Center for Demographic Research at California State University and to the California Department of Finance. The City will use the Annual Progress Report (APR) to ensure the Housing Element goals are being met and to monitor progress with Affirmatively Furthering Fair Housing. If any implementation or action items are not being achieved, the City will adjust its metrics, timeframes, and commitments as necessary and within six months of submittal of the APR to meet its Housing Element and AFFH goals.**	**Prepare an annual report for submittal to HCD by April 1 of each year in the planning period; adjust metrics, timeframes, and commitments as needed within six months of submittal of the APR to continue meeting Housing Element and AFFH goals**	6th Cycle	Continuous	**The City continues to prepare and submit the APR to HCD, as well as LCI (formerly OPR), annually by April 1.**	Other		None
H-19. HOUSING ISSUES MONITORING	**The City will monitor existing and proposed affordable housing developments in the City. The City will also monitor legislation, trends, and policy issues related to the development and maintenance of affordable housing in Laguna Hills. Ongoing efforts throughout the planning period include, but are not limited to: 1 Monitoring development proposals in the City that could be used to maintain, increase, or enhance affordable housing opportunities; 2 Monitoring and market housing opportunities in the UVSP area, including affordable housing opportunities, through Planning Agency public hearings and project preapplication meetings; 3 Monitoring existing programs designed to preserve assisted housing developments for low-income households to determine whether additional actions are needed to protect these developments; 4 Monitoring of mobile home park for conversion to nonresidential use; 5 Attending housing and legislative review conferences; 6 Attending training workshops; 7 Participating in regional planning efforts coordinated by the SCAG; and 8 Interfacing with City agencies and the public.**	**Ongoing**	6th Cycle	Continuous	**The City continues to monitor existing and proposed affordable housing developments in the City, has attended housing and legislative conferences/workshops, attends monthly planning meetings with SCAG, and communicates and collaborates with local agencies and the public regarding housing issues.**	Other		None
H-20. LOCAL HOUSING EFFORTS COORDINATION	**The City shall coordinate local housing efforts with appropriate federal, state, regional, and local government and/or agencies and cooperate in implementation of intergovernmental housing programs to ensure maximum effectiveness in solving local and regional housing problems. The City will submit CDBG applications to assist in preserving existing affordable housing stock. The City will provide the adopted Housing Element to the South Orange County Wastewater Authority (SOCWA). The City will assist SOCWA in adopting written procedures to provide priority service to lower-income residential projects. The City shall provide information to address public opposition to affordable and multifamily/higher density development that describes the myths and realities of multifamily and affordable housing development. This will include promoting ADUs as a housing option in the City. The City will also continue to publicize programs, such as energy-efficiency programs and state and federal funding programs currently available to Laguna Hills residents. Information is available on the City's website and, when needed, the City makes the presentation/slide show on myths and realities of multifamily and affordable housing development available to housing advocates and to developers involved in local affordable housing projects. The City shall continue to encourage local housing advocates to make presentations to local builders and developers, Chamber of Commerce, civic groups, and the local community. Additionally, the City shall publicize the City's website as a source of information on housing programs.**	**Ongoing. Post information on City website within by June 2023 and update annually.**	6th Cycle	Continuous	**The City continues to publicize on its website housing information regarding state and federal funding programs currently available to Laguna Hills residents. The City aims to engage local and regional agencies to enhance local housing coordination efforts.** **The City has developed outreach materials and a dedicated information webpage for ADU's.**	Other		https://www.lagunahillsca.gov/599/Pre-Approved-Accessory-Dwelling-Unit-ADU

H-21. FACILITATING HOUSING ON IDENTIFIED SITES	**To ensure that housing is developed that is appropriate for identified income categories on identified sites, the City will take the following steps: 1. The City will evaluate the feasibility of enacting new measures that would raise local funding for the construction of affordable and other needed housing types. Funding sources to evaluate could include a housing trust fund, an affordable housing linkage fee, an increase in the City's sales tax or transient occupancy tax rate, a General Obligation bond, or other dedicated funding source. 2. The City will develop and implement strategies to encourage and facilitate lot consolidation and phasing of residential and mixeduse developments on large sites to make sites more developable for housing. The City will meet with local developers and property owners to discuss development opportunities and incentives for lot consolidation on smaller sites and/or phasing of development on larger sites to accommodate affordable housing units and consider additional incentives brought forth by developers. As developers/owners approach the City with interest in lot consolidation or phased development on larger sites for the development of affordable housing, the City could defer certain fees, allow more height or additional stories, waive lot merger fees for certain small contiguous lots, and provide concurrent/fast tracking of project application reviews to developers who provide affordable housing. The City will also pursue grant funding for parcel assemblage land banking when it is available. Specifically, for site 113, the City will facilitate parceling the site at appropriate sizes to facilitate the development of affordable housing. 3. The City shall provide incentives for residential and mixed-use development on the sites in the land inventory, including reductions of development standards where feasible, particularly for projects that include deed-restricted affordable housing.**	**Ongoing. Evaluate the feasibility of enacting new measures that would raise local funding for the constructio n of affordable and other needed housing types by June 2025 and implement selected measure(s) within the year after that. Post information on City website by June 2023 and update annually.**	6th Cycle	Continuous	**The City continues to track and monitor approved residential development projects to ensure construction commences timely and prior to permit expiration. The City proactively sends out letters and emails to notify applicants regarding permit expiration deadlines. The City makes diligent efforts to help applicants execute their projects by collaboratively working with applicants to find strategies and actions that can eliminate or reduce any constraints. The City continues to meet with developers and property owners to discuss development opportunities.**	Other		None
H-21. FACILITATING HOUSING ON IDENTIFIED SITES	**4. The City will conduct regular outreach to owners of properties in the land inventory to inform them of regulatory incentives and available funding programs for housing development, particularly for projects that include deed-restricted affordable housing. 5. The City will conduct outreach to attract and support affordable housing developers in the City, including developers of senior housing, extremely low-income units, and permanent supportive housing for persons with disabilities and developmental disabilities. 6. The City will explore the potential to partner with a nonprofit organization to offer a program based on the Community Land Trust model, where a community-controlled organization retains ownership of the land and sells or rents the housing on that land to lower-income household development projects aimed at providing homeownership opportunities for lower income families and individuals. The City shall create information online and in brochure formats explaining the City's residential and mixed-use property development standards and make it available on the City's website and at the City's permit counter.**	**Ongoing. Evaluate the feasibility of enacting new measures that would raise local funding for the constructio n of affordable and other needed housing types by June 2025 and implement selected measure(s) within the year after that. Post information on City website by June 2023 and update annually.**	6th Cycle	Continuous	**The City continues to track and monitor approved residential development projects to ensure construction commences timely and prior to permit expiration. The City proactively sends out letters and emails to notify applicants regarding permit expiration deadlines. The City makes diligent efforts to help applicants execute their projects by collaboratively working with applicants to find strategies and actions that can eliminate or reduce any constraints. The City continues to meet with developers and property owners to discuss development opportunities.**	Other		None
H-21. FACILITATING HOUSING ON IDENTIFIED SITES	**7. As residential developments are approved by the City and building permits or final maps have not been obtained, the City will make diligent efforts to contact applicants to learn why units have not been constructed within two years after approval. If these impediments are due to nongovernmental constraints, such as accelerating construction costs, shortages of labor or materials, or rising interest rates, to the extent appropriate and legally possible, the City will seek to identify actions that may help to remove these constraints. In addition, the City will aim to work with stakeholders to identify nongovernmental constraints or other circumstances that may impede the construction of housing in Laguna Hills and work collaboratively to find strategies and actions that can eliminate or reduce identified constraints. 8. If this program is not effective, the City will immediately implement alternative strategies such as incorporating feedback from developers on how to better encourage residential development, as well as, considering additional actions the City can take to encourage residential development.**	**Ongoing. Evaluate the feasibility of enacting new measures that would raise local funding for the constructio n of affordable and other needed housing types by June 2025 and implement selected measure(s) within the year after that. Post information on City website by June 2023 and update annually.**	6th Cycle	Continuous	**The City continues to track and monitor approved residential development projects to ensure construction commences timely and prior to permit expiration. The City proactively sends out letters and emails to notify applicants regarding permit expiration deadlines. The City makes diligent efforts to help applicants execute their projects by collaboratively working with applicants to find strategies and actions that can eliminate or reduce any constraints. The City continues to meet with developers and property owners to discuss development opportunities.**	Other		None

Jurisdiction	Laguna Hills	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Very Low Income**	**Low Income**	**Moderate Income**	**Above Moderate Income**	**Description of Commercial Development Bonus**	**Commercial Development Bonus Date Approved**
Summary Row: Start Data Entry Below									

Jurisdiction	Laguna Hills	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Laguna Hills	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Laguna Hills	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	10/15/2021 - 10/15/2029

element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Laguna Hills	
Reporting Period	2025	(Jan. 1 - Dec. 31)

NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Laguna Hills	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**	**Total Additional Beds Created Due to Density Bonus**	**Notes**
Summary Row: Start Data Entry Below														

Jurisdiction	Laguna Hills	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Laguna Hills	**NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2025 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table L

Historical Resources

Parcel Identifier		Designation				Size	Notes
1		2				3	4
APN	**Street Address/Intersection**	**Date of Designation**	**Designation Level**	**Historic Site Period**	**Areas of Significance**	**Parcel Size (in acres)**	**Notes**
Summary Row:							

Jurisdiction	Laguna Hills	
Reporting Year	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ -	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	18
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		162
Total Units		**180**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	3
Very Low	Deed Restricted	0
	Non-Deed Restricted	9
Low	Deed Restricted	0
	Non-Deed Restricted	2
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		**15**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0

Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		**0**

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: First Amendment to Lease Agreement with Serenity Escrow, Inc. for 24031 El Toro Road, Suite 300, Laguna Hills, California

Recommendation: That the City Council: 1. Approve the proposed First Amendment to the Lease Agreement with Serenity Escrow, Inc., a California corporation, for 24031 El Toro Road, Suite 300, Laguna Hills, California; and 2. Authorize the City Manager to execute the agreement.

Background:

City staff and the Civic Center property management company, Essex Realty Management, Inc., have negotiated a lease amendment with Serenity Escrow, Inc., a California corporation, for 24031 El Toro Road, Suite 300. Serenity Escrow currently operates an escrow services business and has been leasing space in the Civic Center building.

The current lease was executed April 9, 2025, between the City of Laguna Hills and Serenity Escrow, Inc. for office space located at 24031 El Toro Road, Suite 300, Laguna Hills, California.

The proposed first amendment to the lease extends the expiration date of the existing lease and modifies the base rent for the remaining term. Under the amendment, the lease expiration date will be extended to April 30, 2027.

In addition, the amendment establishes a monthly base rent of $1,646.40 for the period May 1, 2026 through April 30, 2027.

All other terms and conditions of the lease agreement will remain unchanged and will continue in full force and effect except as specifically amended.

Fiscal Impact:

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

Commencement Date:
May 1, 2026

Expiration Date:
April 30, 2027

Base Rent:
Months 1–12: $1,646.40 per month

The Base Rent includes the lessee's share of eligible operating expenses (also known as common area maintenance charges) for the first year.

Upfront Capital includes leasing commissions and tenant improvements (or allowances for tenant improvements). Essex Realty, per the terms of the existing property management agreement, will receive its standard lease commission for the transaction.

Attachments:

1. Suite 300 1st Amendment

AIR CRE contracts

1st AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of March 3, 2026, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and Serenity Escrow, Inc., a California corporation ("Lessee").

WHEREAS, on or about April 9, 2025 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24031 El Toro Road, Suite 300 Laguna Hills, CA 92653 (the "Premises"), and

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

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

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

☑ TERM: The Expiration Date is hereby ☐ advanced ☑ extended to April 30, 2027.

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

☑ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: _
From May 1, 2026 - April 30, 2027 Base Rent shall be $1,646.40 per month.

☐ OTHER: _____.

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

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

EXECUTED as of the day and year first above written.

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

By: _____
Name Printed: Bob Wingenroth
Title: City Manager
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

By Lessee:
Serenity Escrow, Inc., a California corporation

By: _____
Name Printed: David Cowlin
Title: President
Phone: CEO
Fax: _____
Email: david@serenityescrow.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

AIR CRE * https://www.aircre.com * 213-687-8777 * contracts@aircre.com
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_____ _____
INITIALS INITIALS

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City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: Arbor Day Proclamation

Recommendation: That the City Council authorize the Mayor to sign the attached Arbor Day Proclamation as required by the Arbor Day Foundation for the Tree City USA Certification.

Background:

Arbor Day will be celebrated in Laguna Hills with a Rooted event focused on tree planting on Saturday, April 25, 2026.

Fiscal Impact:

The annual budget for the Rooted campaign is $20,000.

Attachments:

1. 2026 Arbor Day Proclamation

CITY OF LAGUNA HILLS

PROCLAMATION

ARBOR DAY - APRIL 24, 2026

***WHEREAS**, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and*

***WHEREAS**, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and*

***WHEREAS**, Arbor Day is now observed throughout the nation and the world; and*

***WHEREAS**, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and*

***WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and*

***WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and*

***WHEREAS**, trees—wherever they are planted—are a source of joy and spiritual renewal.*

***NOW, THEREFORE**, I, Don Caskey, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim April 24, 2026, as Arbor Day in the City of Laguna Hills.*

Dated this 24th day of March, 2026.

DON CASKEY, MAYOR

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Chair and Agency Members
From: Jay Wuu, Senior Planner
Jennifer Lowe, Community Development Director
Issue: Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0216-2025, a request by John Loper, on behalf of Laguna Hills Investment Company, for Approval of an Amendment to the Oakbrook Village Master Sign Program to Accommodate a New Freeway Pylon Sign Located at 24231 – 24321 Avenida de la Carlota.

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 Sections 15311(a) of Title 14, Chapter 3 of the California Code of Regulations (Class 11, Accessory Structures);

3) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, Approving Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0216-2025, a Request by John Loper, on behalf of Laguna Hills Investment Company for Approval of an Amendment to the Oakbrook Village Master Sign Program to Accommodate a New Freeway Pylon Sign Located at 24231 – 24321 Avenida de la Carlota, and Finding the Project Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311 (Class 11, Accessory Structures) of the State CEQA Guidelines.

Background:

Oakbrook Village ("Center") is an approximately 20-acre mixed-use commercial center located on the west side of Avenida de la Carlota, north of Los Alisos Boulevard, and

south of the Village at Laguna Hills, within the Urban Village Specific Plan ("UVSP") area. The Center was originally approved and constructed in the late-1970s under the jurisdiction of the County of Orange. In 2012, the Laguna Hills Investment Company ("Owner" and "Applicant") received City Council approval of a redevelopment plan for the Center, which included a new apartment community and commercial/retail space, along with building façade enhancements, pedestrian paseos, and landscaping. In 2018, the City approved a subsequent development plan which consisted of the demolition of the Lone Star Steakhouse restaurant and the construction of Trader Joe's (relocated from across the parking lot) and additional in-line shops. The Center currently consists of retail and restaurant uses including REI, Pet Food Express, and Scratch Bakery Cafe, as well as Reata, a multi-story mixed-use 289-unit apartment building.

A comprehensive Master Sign Program ("MSP") for Oakbrook Village was approved as part of the 2012 project approval. The 2018 project approval included a minor amendment to the MSP which permitted new building signage along Avenida de la Carlota facing the I-5 freeway. In 2022, a Change Plan (Minor) to the MSP was approved to accommodate signage for Providence Health, which occupied the former Trader Joe's tenant space.

The MSP approved in 2012 included a remodel of the original 30-foot-tall pylon sign that had been in place since the Center's establishment (Figure 1). The freeway-oriented illuminated sign, located within a landscape planter along Avenida de la Carlota, was installed in 2017 and remained in place until 2022. As part of the recent Interstate-5 widening project, the California Department of Transportation ("Caltrans") condemned a portion of Oakbrook Village's frontage along Avenida de la Carlota, which resulted in the pylon sign being demolished. A temporary sign has been in place during construction, which concluded in 2024. The Applicant is now requesting approval of a new replacement pylon sign.



Figure 1 - Existing/Approved Pylon Sign

Authority:

Title 9 of the Laguna Hills Municipal Code ("LHMC") contains the City of Laguna Hills Development Code (also commonly referred to as the "Zoning Code" or "Code").

The process the City must follow in reviewing MSPs is found in Chapter 9-42 and Chapter 9-92 of the Code. The Planning Agency has review authority over the proposed MSP Amendment through the City's SDP/MSP process in accordance with Table 9-92.030 of the Code. The findings for an MSP are found in Sections 9-92.080 (G) and (H) of the Code. If a sign in a proposed MSP deviates from the standards contained in the Sign Standards Matrix located in Table 9-42.090, the Planning Agency may grant a deviation based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses (LHMC 9-42.180).

The property is also located within the Urban Village Specific Plan ("UVSP" or "Specific Plan") and is subject to the development standards in the Specific Plan. The Signage section of the UVSP provide general guidelines but refer to LHMC Chapter 9-42 "Signs and Advertising Devices" for signage standards.

Staff prepared findings demonstrating that the proposed MSP Amendment complies with the General Plan, Zoning Code, and UVSP as stated in the Proposed Resolution of Approval (Attachment 1). Based on these findings, staff recommends approval of the Master Sign Program Amendment.

Proposal & Analysis:

The Applicant is requesting an Amendment to the Master Sign Program for Oakbrook Village to accommodate a new pylon sign (Attachment 2 & Attachment 3). The proposed sign would be located at the secondary driveway to Oakbrook Village along Avenida del la Carlota (near Trader Joe's), where the temporary sign currently stands. The base of the sign will be set back approximately nine feet from the property line and is approximately 80 feet from the closest freeway travel lane.

The pylon sign will be 50 feet in height, 12 feet wide, and approximately 3'-6" deep (Figure 2). The top of the sign includes a 45-square foot Center Identification sign (push-through illuminated; "Oakbrook Village"). Each side of the pylon sign includes seven (7) internally-illuminated tenant identification panels that project out from the sign structure. Each panel is 52 square feet each (16'-0" x 3'-3"), with a total tenant panel sign area of 728 square feet. The lowest sign panel is approximately 16 feet above finished grade.

The proposed pylon sign incorporates a Spanish Colonial architectural style, consistent with the existing buildings within Oakbrook Village. This includes the use of a decorative cornice at the top of the sign, medium tan and cream stucco for the main structure of the sign (consistent with existing buildings), and a substantial stone base that matches the Center as well as other street monuments located in the UVSP area.

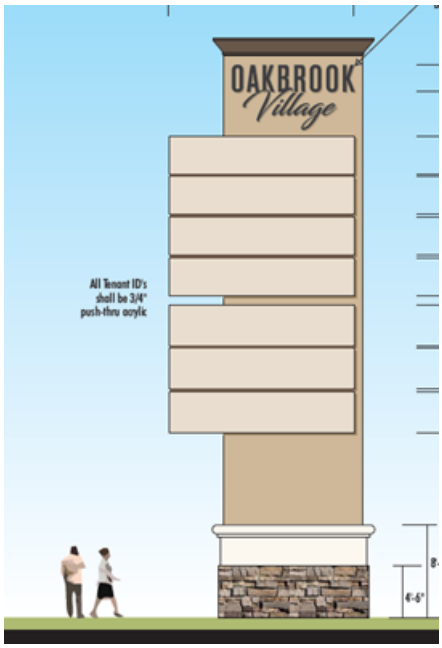


Figure 2 - Proposed Pylon Sign

Requested Deviations from Sign Code

The Applicant is requesting deviations from applicable Zoning Code standards (provided in Table 9-42.090), which the Planning Agency has authority to allow through a Master Sign program (LHMC 9-42.180). The previous pylon signs for Oakbrook Village had been granted deviations from Code; the following table summarizes the history of deviations from Center Identification Sign requirements:

	LHMC Maximum	**Original Sign (County Approval)**	**Approved 2012 Sign (City Approval)**	**Proposed Sign**
Tenants	2	5	6	7
Height	20 feet	30 feet	30 feet	50 feet
Size	400 sq. ft. aggregate	Center: 70 sq. ft. Tenant Panel: 20 sq. ft. Total: 340 sq. ft.	Center: 40 sq. ft. Tenant Panel: 20 sq. ft. Total: 360 sq. ft.	Center: 45 sq. ft. Tenant Panel: 52 sq. ft. Total: 818 sq. ft.

As part of the aforementioned freeway widening project, two new walls were installed near Oakbrook Village; one in the center median of the freeway and one along the western edge of the southbound lanes. The median wall is approximately 2-feet taller than the previous median K-rail barriers, and there was no wall along the edge of the southbound lanes prior to the widening. Additionally, the freeway is now elevated above the existing grade of Avenida de la Carlota. From the location of the proposed pylon sign, the elevation of the freeway and the new wall result in nearly a 10-foot difference in elevation. The new walls and the elevation of the freeway have considerably altered the view of Oakbrook Village from the freeway. Therefore, the Applicant is proposing the pylon sign with a 50-foot height (20 feet taller than the previous sign) to help compensate for the reduced visibility. The increased height will maintain sign visibility for the four major anchor tenant signs from both southbound and northbound lanes.

The Planning Agency may grant deviations from the Sign Ordinance standards based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. As detailed herein, the proposed pylon sign will utilize the same high quality of building materials (e.g., stone base, decorative cornice, matching paint palette) and will be compatible with Center's architectural style. The Center's

original pylon sign was clearly visible by motorists traveling in either direction along the freeway. However, the freeway widening project compromised the sign's visibility. The increased height of the proposed sign is necessary to maintain sign visibility for the tenants of the Center.

The proposed pylon sign will also be proportionate to the scale of the nearby buildings. The pylon sign is less than the height of the Reata mixed-use building, and is only 11 feet taller than the tower elements of the nearby Trader Joe's building (39 feet tall). The pylon sign is designed to maintain compatibility with the Center's architectural style and are oriented to be proportionate to the overall scale of the buildings.

The Code's objectives in limiting total number of tenants and aggregate square footage of signs is to ensure that Center Identification Signs are designed and constructed proportionately with the commercial centers being served and to prevent sign 'clutter', or excess signage. Due to the Center's new setting as a result of the freeway widening (e.g., entire frontage below grade of the freeway, view obstructed by walls, etc.), the proposed deviations from the Sign Code are acceptable as the proposed sign will accommodate tenant visibility on a single freeway-oriented pylon sign that would normally be on multiple smaller/lower Center Identification Signs.

Conclusion:

Staff recommends approval of the SDP/MSP for the proposed Amendment to the Oakbrook Village Master Sign Program, as conditioned, including the deviations from the Sign Ordinance's standards for Center Identification Signs. The proposed pylon sign is designed to complement the Center through the application of colors and materials compatible with the Center's architectural style. The proposed sign is necessary to support existing and future commercial/retail uses within the Center. The proposed MSP Amendment complies with all other requirements of the General Plan, Zoning Code, and Urban Village Specific Plan. Therefore, Staff recommends approval of Site Development Permit/Master Sign Program (SDP/MSP) No. USE-0216-2025.

Public Notice:

The proposed Project was advertised in an adjudicated newspaper of general circulation on March 12, 2026. In addition, property owners within 300 feet of the Property and all current tenants of Oakbrook Village were mailed a public hearing notice. 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 proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15311 (Class 11, Accessory Structures) of Title 14, Chapter 3 of the California Code of Regulations. The Class 11(a) exemption consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premises signs.

Fiscal Impact:

None.

Attachments:

1. Proposed Resolution of Approval
2. Letter of Justification
3. Proposed Oakbrook Village Pylon Sign

RESOLUTION NO. PA2026-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM (SDP/MSP) NO. USE-0216-2025, A REQUEST BY JOHN LOPER, ON BEHALF OF LAGUNA HILLS INVESTMENT COMPANY FOR APPROVAL OF AN AMENDMENT TO THE OAKBROOK VILLAGE MASTER SIGN PROGRAM TO ACCOMMODATE A NEW FREEWAY PYLON SIGN LOCATED AT 24231 – 24321 AVENIDA DE LA CARLOTA, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15311 (CLASS 11, ACCESSORY STRUCTURES) OF THE STATE CEQA GUIDELINES.

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

WHEREAS, John Loper, Project Applicant, on behalf of Laguna Hills Investment Company ("Applicant"), has filed an application for approval of Site Development Permit/Master Sign Program Permit (SDP/MSP) No. USE-0216-2025 to Amend the Master Sign Program for the Oakbrook Village mixed-use center to replace the existing freeway pylon sign, located at 24231 – 24321 Avenida de la Carlota Laguna Hills CA 92653 ("Project"); and

WHEREAS, the Project site has a General Plan Land Use designation of Village Commercial and is located within the Village Commercial ("VC") zoning district; and

WHEREAS, the Project is subject to the signage standards contained in Chapter 9-42 (Signs and Advertising Devices) of the Zoning Code and the Urban Village Specific Plan; and

WHEREAS, the request to amend a Master Sign Program requires the review and approval of a Site Development Permit/Master Sign Program by the Planning Agency pursuant to the Laguna Hills Municipal Code ("LHMC") Chapter 9-42 (Signs and Advertising Devices); and

WHEREAS, the Project is hereby found to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15311 (Class 11, Accessory Structures) of the State CEQA Guidelines. The Class 11(a) exemption consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to on-premises signs.; and

WHEREAS, on March 24, 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. The Planning Agency hereby determines that the required findings by the City for approval of Site Development Permit/Master Sign Program No. USE-0216-2025 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the Development Code.

   The site design currently consists of an existing mixed-use commercial center entitled and constructed under County jurisdiction and in compliance with the Urban Village Specific Plan. No changes to the site plan or buildings are proposed. The location of the proposed pylon sign meets setback requirements as listed in LHMC Chapter 9-42 Signs and Advertising Devices.

2. The site is suitable for the proposed development.

   The site currently consists of an existing mixed-use commercial center entitled and constructed under County jurisdiction and in compliance with the Urban Village Specific Plan. No changes to the site or buildings are proposed. The proposed pylon sign, which meets site development standards (e.g., setback, corner cutoff, etc.), will be suitable for Oakbrook Village as the proposed sign will accommodate tenant visibility which has been obstructed by a freeway construction project.

3. The project is consistent with the General Plan and applicable design guidelines.

   The subject property is located within the Village Commercial zoning district and Urban Village Specific Plan. The General Plan land use designation for the subject property is Village Commercial, which is intended to "establish a community core where commercial, civic, and high-density residential uses would be appropriate. The area will contain enhanced pedestrian areas that conveniently link commercial, residential, and civic activity areas. Typical uses include those associated with large regional malls, as well as a medical center, financial

institutions, institutional and government uses, auto-related services, community facilities, professional offices, and high- density residential uses". The City's Development Code contains design guidelines for signs in the Sign Matrix Table with respect to size, location, proportionality, and height. The proposed pylon sign does not meet Sign Ordinance standards for Center Identification Signs; however, the Planning Agency may grant deviations from the Sign Ordinance standards based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. All other signs within the Master Sign Program comply with the Sign Ordinance.

4. The site design and structural components are appropriate for the site and function of the proposed uses.

   Building permits are required for all signage, with details on how each sign will be safely and securely structured in accordance with the requirements of the California Building Code. Inspections will be conducted as part of the permitting process to ensure that each sign is attached in accordance with the approved plans and permits. Furthermore, the proposed pylon sign will enhance the visibility and design of the previous sign and will benefit the tenants of Oakbrook Village.

Master Sign Program

1. The design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program:

   The City's Development Code provides for deviations from the standard sign criteria subject to the approval of a Master Sign Program by the Planning Agency. The proposed Master Sign Program Amendment includes a freeway pylon sign with an increased height that will maintain sign visibility for the Center's tenants, while utilizing a high quality of building materials compatible with Center's architectural style. The proposed design of the sign reinforces the Spanish Colonial character of the Center and is appropriate for the continued viability of the Center.

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

   The existing MSP will continue to complement the Center by promoting a compatible and harmonious design between advertising, landscaping, and building design. The sign program is an integral part of the Center's architectural features and crafted to complement the buildings and landscaping in a manner consistent with the UVSP. The proposed pylon sign, while larger and more visible than the previous pylon sign, uses similar design and architectural elements of the Center. Therefore, the proposed Master Sign Program will provide a compatible and harmonious design between advertising and building design.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Site Development Permit/Master Sign Program No. USE-0216-2025, subject to the following conditions of approval:

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: The Project Applicant, John Loper, on behalf of Laguna Hills Investment Company, the owner(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 Site Development Permit/Master Sign Program No. USE-0216-2025 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. 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.

4. 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.

5. 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.

6. The Applicant shall agree in writing to these Conditions of Approval within 30 days of the Planning Agency's approval.

7. The Conditions of 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.

8. Pursuant to City Council Resolution No. 2022-01-25-2, 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.

9. This Permit shall expire and be of no further force or effect if the permit is not established within two years of the Planning Agency's approval.

Planning Division

10. Prior to the commencement of any work, the Applicant shall provide a contact number to the Community Development Director for the public to call concerning dust, noise, or other construction-related impacts. The information shall also be posted on site in a manner approved by the Community Development Director.

11. The Applicant shall maintain the Project in compliance with the noise standards of the City of Laguna Hills Noise Ordinance (LHMC 5-24). Should the City receive complaints related to noise associated with the Project which are in violation of the Noise Ordinance, the Applicant agrees to promptly implement reasonable noise attenuation measures.

12. Except as provided by this Permit, all signs shall comply with Chapter 9-42 of the Laguna Hills Municipal Code and shall be maintained to prevent deterioration and disrepair.

13. All signs shall comply with the lighting requirements in Chapter 9-42.060 of the Laguna Hills Municipal Code.

14. Prior to final sign-off of building permits, a final Planning inspection must be conducted to ensure installed signs adhere to approved plans and lighting requirements.

15. No more than seven tenants/businesses shall be displayed on the tenant identification panels at the same time; both sides of the pylon sign shall display the same tenants in the same order. Each tenant identification panel shall only include one tenant/business.

Building Division

16. The Applicant shall be responsible for ensuring all applicable building permits are obtained from the City of Laguna Hills prior to commencement of any work for which a permit is required.

17. During construction, adequate emergency access shall be maintained to the site at all times in accordance with any requirements of the Orange County Fire Authority (OCFA).

18. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by Laguna Hills Municipal Code Chapter 5-48, and to comply with mandates of CalRecycle.

PASSED, APPROVED, AND ADOPTED this 24th day of March, 2026.

_____
DON CASKEY, CHAIR

ATTEST:

_____
KAREN HAMMAN, INTERIM CITY CLERK

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

I, Karen Hamman, Interim 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 adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24th day of March, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
KAREN HAMMAN, INTERIM CITY CLERK

LETTER OF JUSTIFICATION
OAKBROOK VILLAGE
REVISION TO THE EXISITNG SIGN PROGRAM TO ALLOW A NEW PYLON SIGN
3-25-25

Fritz Duda Company, as manager for the owner of Oakbrook Village (Laguna Hills Investment Company), is requesting approval of an Amendment to the Sign Program for Oakbrook Village (24231-24321 Avenida de la Carlota) in Laguna Hills.

The existing shopping center had an existing freeway-oriented monument sign along Avenida de la Carlota within the landscape setback of the parking lot. This sign allowed the tenants of Oakbrook Village to be visible from the 5 Freeway. As part of the widening of the 5 Freeway by Caltrans, Caltrans condemned a portion of land along Avenida de la Carlota of Oakbrook Village which included a portion of the sign which resulted in the existing sign being demolished. A new sign has been designed to replace the existing sign within the existing landscape area between the property line and the existing parking lot.

As part of the Caltrans freeway widening, two new walls were installed, one in the center median and one along the west side of the southbound freeway. The median wall is taller than the previous median and there was no existing wall on the southbound side prior to the widening. The addition of these walls changed the visibility of Oakbrook Village and a new sign.

As a result of the wall, to maintain visibility of the sign from both southbound and northbound traffic, the height of the sign has been increased from the original sign. A proposed height of 50’ will allow visibility of the 4 major anchor tenant signs from both directions.

On the southbound direction the lower half sign panels will be visibly, but on the northbound side, the only the top row of the half panels will be visible and the lower 4 panels will not be visible from northbound traffic. Unfortunately, the freeway widening will reduce the total number of sign panels visible from northbound traffic from the original sign that was condemned, even with the increase in height to 50’.

The overall height of the sign will be the same as the 50’ height of the approved signs for the Village at Laguna Hills. We are only proposing one sign for the project unlike the multiple freeway-oriented signs approved for the Village at Laguna Hills. The height of the sign is significantly shorter than the existing mixed use Reata building. The two tower elements on the Trader Joes building are 39’ tall so the new sign will be 11’ taller than these tower elements.

The design of the sign uses similar materials and colors as the original sign. The colors of the sign are the same colors used in the buildings on site and are from the approved color and materials in the previously approved remodeling plan. The sign will use the same stone as the existing buildings to provide consistency with the overall center.

The individual sign panels will have push through copy which is internally illuminated. The panels will all be the same color. The push through letters may be the corporate color of the tenant (such as red for Trader Joes). The Oakbrook Village will be black push through letters during the day and will turn white at night when illuminated.

As a result of the widening of the freeway, the visibility of Oakbrook Village has been reduced. We believe this sign is compatible with the architectural design of the mixed-use center and will fit within the overall context of the center. We have attached several views of the sign from both directions of the freeway as well as from a couple locations along Avenida de la Carlota.

Oakbrook Village Sign Program Update
Caltrans Replacement Freeway Monument Sign
5/27/25

The widening of the 5 Freeway by Caltrans significantly reduced the view of Oakbrook Village from both northbound and southbound traffic. As part of the widening project, Caltrans built new higher barriers in the center of the freeway and the western edge of the freeway adjacent to the relocated Avenida de la Carlota.

The old freeway had 32”-36” tall K-rail barriers in the middle of the freeway and on the western edge of the freeway. In a typical sedan (slightly less than 60” tall), one can sit in the sedan with an eye level of around 42-48” height and can see horizontally across the 32”-36” barriers and see both the retail buildings in Oakbrook Village and the old monument sign.

The new barriers in the middle of the freeway and along the western edge are now approximately 54” tall (it was previously 32”-36”). Thus, a driver or passenger in a sedan will be sitting lower (at 42”-48” height) than the top of the barrier wall. This results in eliminating direct horizontal visibility of the center from both northbound and southbound directions. To see over the barriers, your sightline is at an upward angle which makes the lower portions of a sign and lower portion of the buildings not visible to drivers. Northbound traffic must look over two barrier walls (center barrier and the western edge barrier wall). Thus, a sign and buildings that were previously visible from traffic has the lower portion no longer visible with these new barriers. The height of the sign needs to be increased in order to account for the vertical angled sightlines and provide visibility to the replacement sign panels.

In addition, the freeway is elevated above the existing grade of Avenida de la Carlota. At the location of the replacement sign, the freeway plus the new wall has an elevation above the street of 9’5”. At the northern property line, the freeway is 11’5” above the street.

Between the wall and the elevation of the freeway, the sign panels are only visible at a height significantly higher than the previous sign. Thus, the replacement sign needs to be significantly higher than the previous sign to remain visible from vehicles on the freeway.

Picture of Oakbrook Village at the proposed sign location and the new barrier wall from southbound 5 freeway (Note only the upper portion of the tower and roof is visible):



Picture from northbound 5 freeway facing towards sign location with center barrier wall in the middle (note only the top of the Trader Joes Building tower is visible (less than from the southbound direction).



Picture of the elevated freeway and western barrier wall from location of the sign (just north of the Trader Joes driveway on Avendia de la Carlota (9’5” above the curb) (Note that the camera height is about 5’6’ above grade and the only thing visible on the freeway is the top of a truck, Sedans and SUVs are not visible):



Prepared for:

Oakbrook Village

24391 Avenida De La Carlota
Laguna Hills, CA 92653

Project Scope:

SIGN TYPE		SIGN NUMBER	ILLUM	DIMENSIONS	QTY	SQ FT
Project Pylon	- replacement	P	Y	50'-0"	1	364

From: Robin Bell
cell: 909-721-4535
email: rbell@ad-s.com

All work shall comply with the 2022 Edition of California Building Standards Codes (a/k/a Title 24 of the California Code of Regulations)

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- [x] Conceptual Package
- [ ] Permit Package
- [ ] Production Package

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If you would like to see a sample of any color, please request an actual sample from your Salesperson or Project Manager.
WITHOUT A SIGNED COLOR SAMPLE, AD/S COMPANIES, ITS VENDORS AND AFFILIATES ARE NOT RESPONSIBLE FOR DIFFERENCES, REAL OR PERCEIVED, BETWEEN THE WAY YOUR PRODUCT APPEARS ON SCREEN OR PAPER AND THE FINAL PRODUCT.

Client Name (Please Print) _____ Date ____/____/____
Client Name (Signature) _____

Project Reference # 1037203 **PLEASE INITIAL ALL PAGES**
AD/S Drawing: 154449-R12(conc) Date: 2026-03-19 Sheets: 9
\\ads-fs01\Design\ADS Drawings\Oakbrook Village\054449_pylon_sign\2_concept

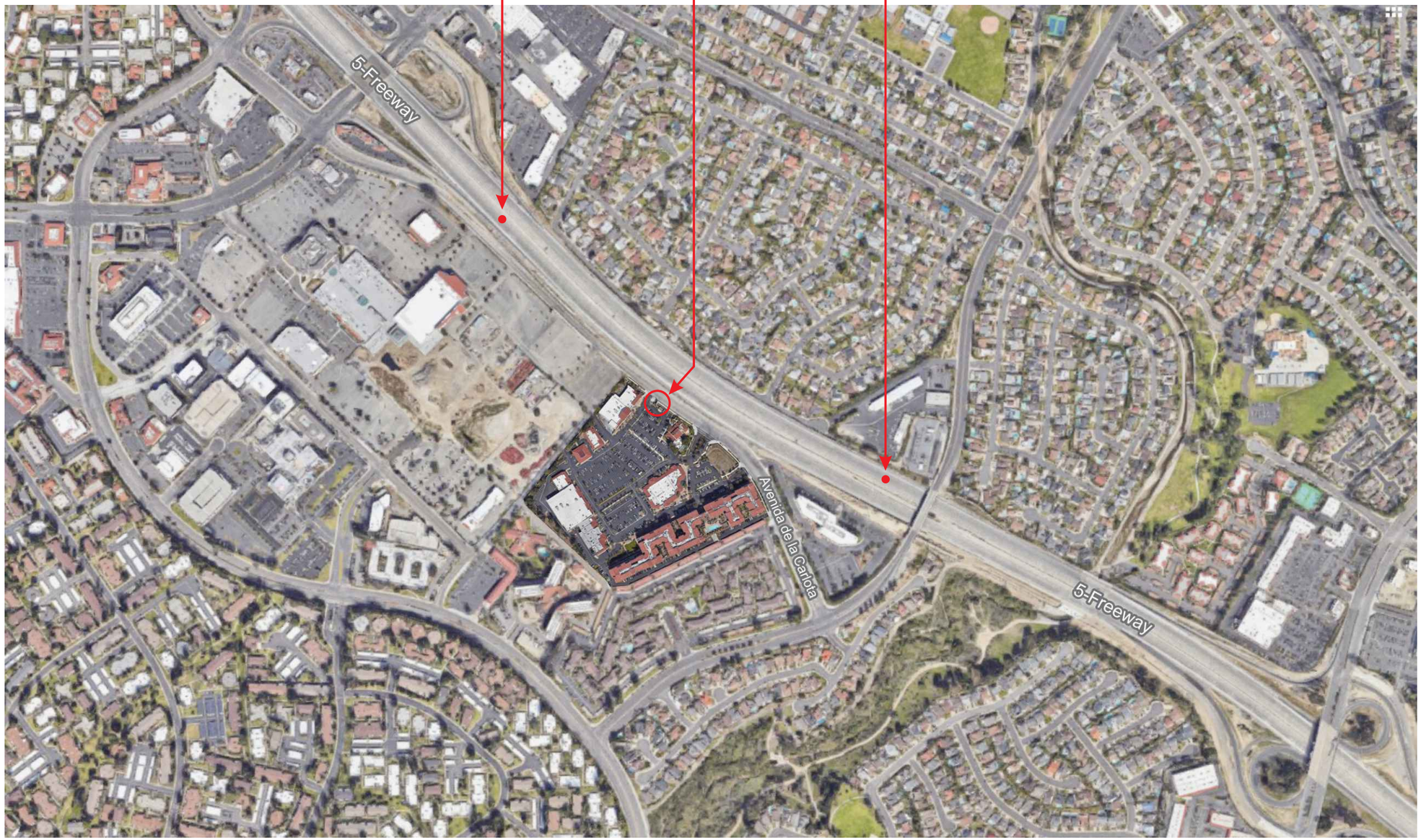
- [ ] Approved
- [ ] Approved as Noted
- [ ] Revise & Resubmit
- [ ] Rejected

Project Pylon

P

Viewpoint on SB 5 FWY, 1/4 mile from Sign Location

Viewpoint on NB 5 FWY, 1/4 mile from Sign Location



1 SATELLITE SITE VIEW

SCALE: 1" = 600'-0

NORTH

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Client:
Fritz Duda Company
3425 Via Lido, Ste. 250
Newport Beach, CA 92663

Project:
Oakbrook Village
24391 Avenida De La Carlota
Laguna Hills, CA 92653

Revisions:
1 A

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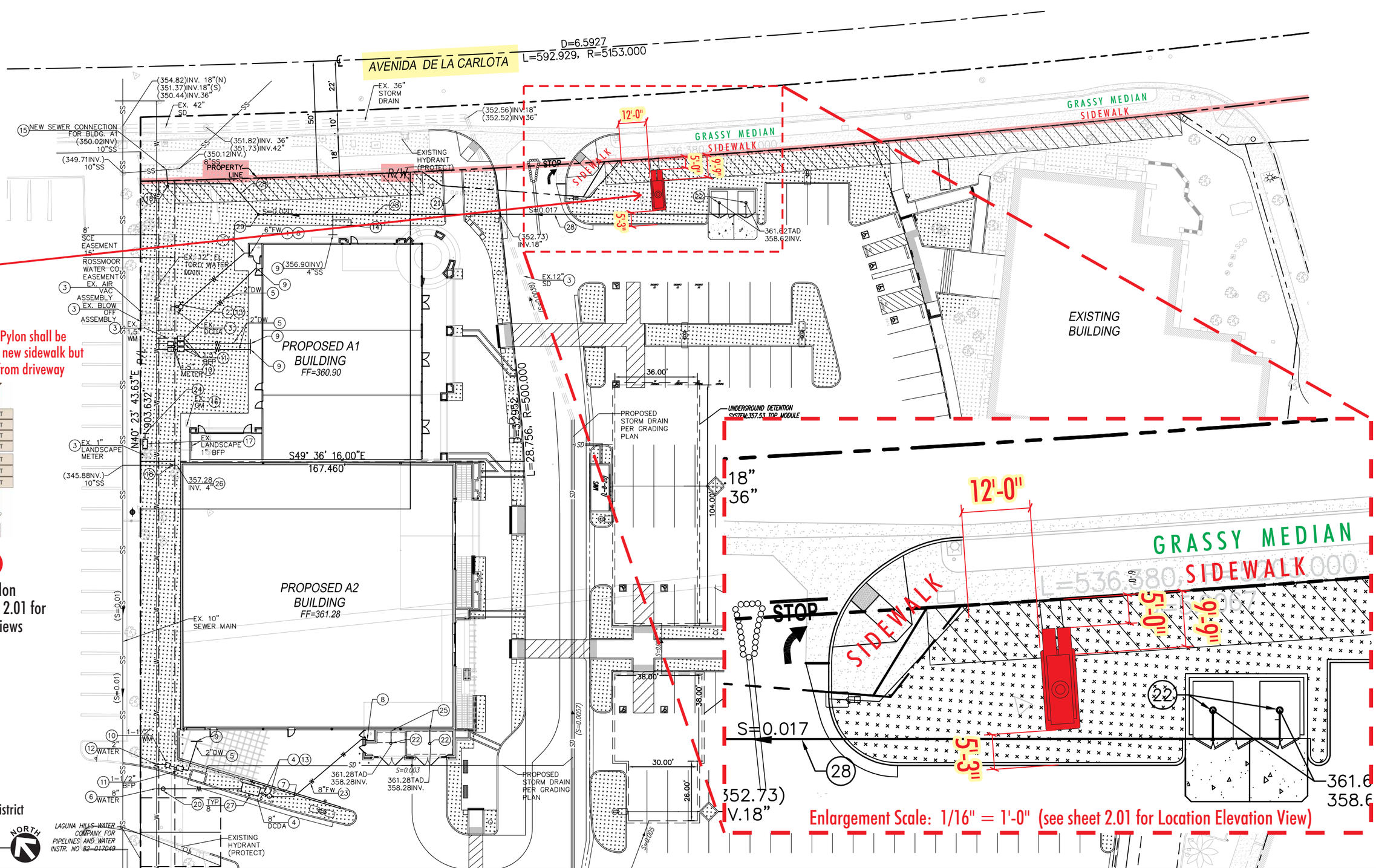
Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: Sign Location, Plan View
Sheet No: SLP 1.00

Previously Existing Pylon shall be relocated 5' behind new sidewalk but retain it's distance from driveway



P

Project Pylon
see sheets 2.00, 2.01 for
Elevation Views



1 El Toro Water District (ETWD) SITE PLAN
SCALE: 1" = 40'-0

NORTH

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Revisions:
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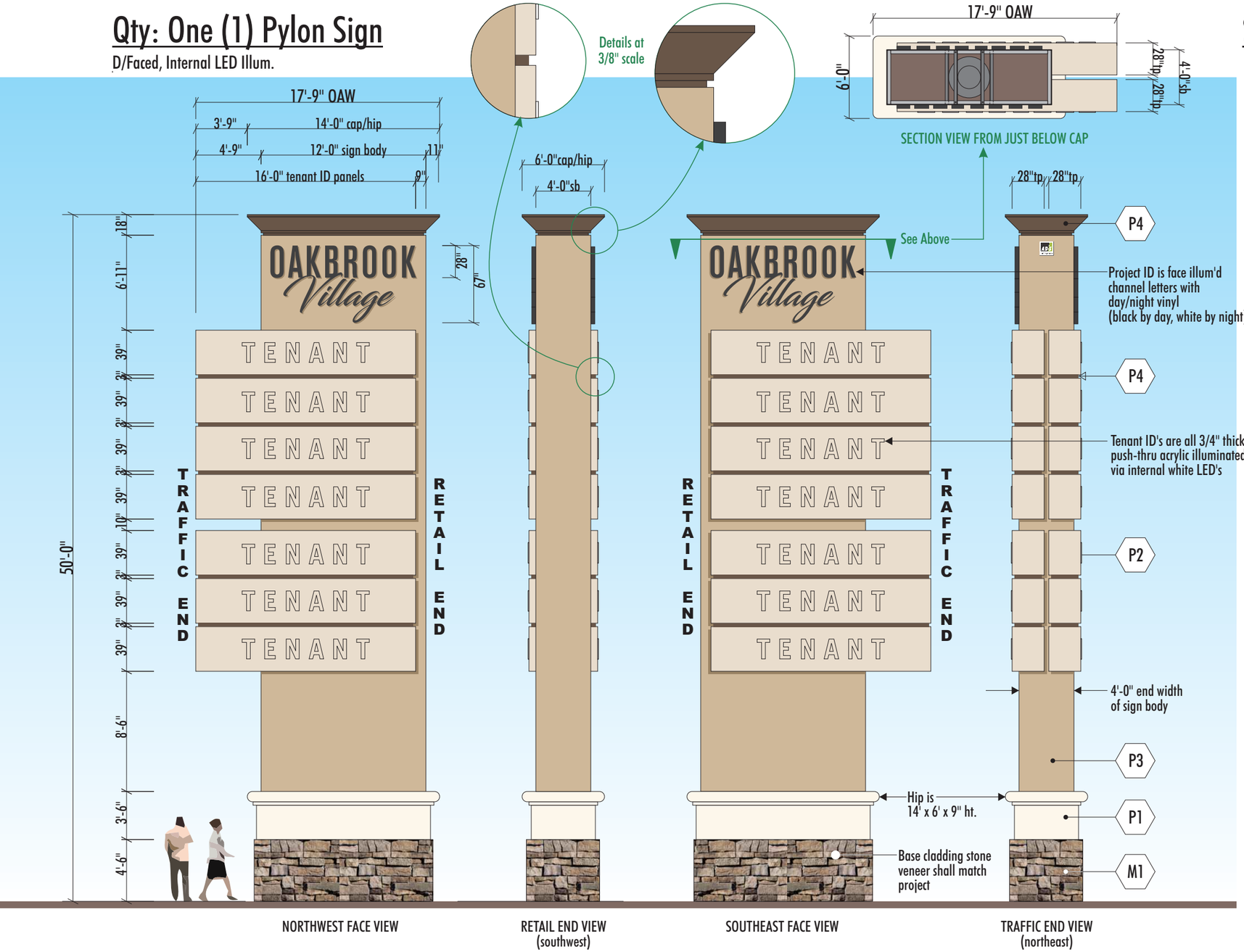
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Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: ETWD Site Plan (circa 2018-08-16)
Sheet No: SLP 1.01

Qty: One (1) Pylon Sign

D/Faced, Internal LED Illum.



1 PROJECT PYLON see sheet 2.01 for Location Elevation View

SCALE: 1/8" = 1' - 0"

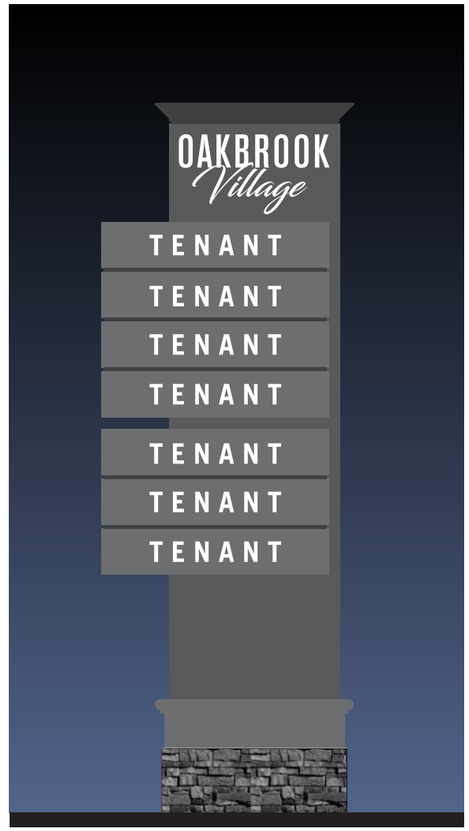
P

Specifications

- Double faced, internally illum'd, Fwy oriented pylon sign.
- Aluminum construction (angle framing and exterior) with steel angle saddles attach to steel post.
- Anchoring to ground via steel post/concrete footing per Engineer, see sheets 3.00, 3.01, 3.02
- Paint colors and finishes shall match project, including stone/stone veneer at base.
- Project ID is 3" deep face illum'd channel letters with day/night vinyl.
- Tenant ID's are 3/4" push-thru acrylic with copy/logo and coloring per nat'l brand standards, and per LL approval. Owner/LL reserves the right to reconfigure tenant ID panels provided that the square footage (sign area) is not increased.
- Disconnect switch shall be on retail end of sign.
- Primary electrical power to sign shall be provided by GC in form of stub-out at base location of sign, prior to AD/S mobilization to site for sign installation.

Paint Palette

P1	DEW#343
P2	DEC#765
P3	DEC#743
P4	DEA#161



NIGHT VIEW

REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

NOTE: THIS PERTAINS TO THE SIGN'S INTERNAL WIRING ONLY, NOT THE PRIMARY WIRING.

ALL TRANSFORMERS/DRIVERS/POWER SUPPLIES SHALL BE (GFI) GROUND FAULT-INTERRUPTED.

ALL SIGNS HAVE: - DEDICATED BRANCH CIRCUIT
- THREE WIRES : LINE, NEUTRAL, & GROUND
- WIRE SIZE : MINIMUM OF 12 GA. THHN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.
- GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
- VOLTAGE SHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
- CONDUIT CAN NOT BE USED AS GROUND PATH.
- POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

- This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.
- The location of the Disconnect Switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

1 Dedicated 20 Amp Circuit at 120 Volts

E-Note #1: All requirements not in sign company's scope of work must be in place prior to installation.

E-Note #2: Electrical to be brought to base of sign (by others) and not in sign company's scope of work.

E-Note #3: Timers and/or photocells for signs to be furnished and installed by the customer's electrician, who should also ensure that the completed electrical system is code compliant.

ALL COMPONENTS TO BE UL APPROVED

ALL SIGNS TO BE UL LISTED

All work shall comply with the 2025 Edition of California Building Standards Codes (a/k/a Title 24 of the California Code of Regulations)

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Client: Fritz Duda Company
3425 Via Lido, Ste. 250
Newport Beach, CA 92663

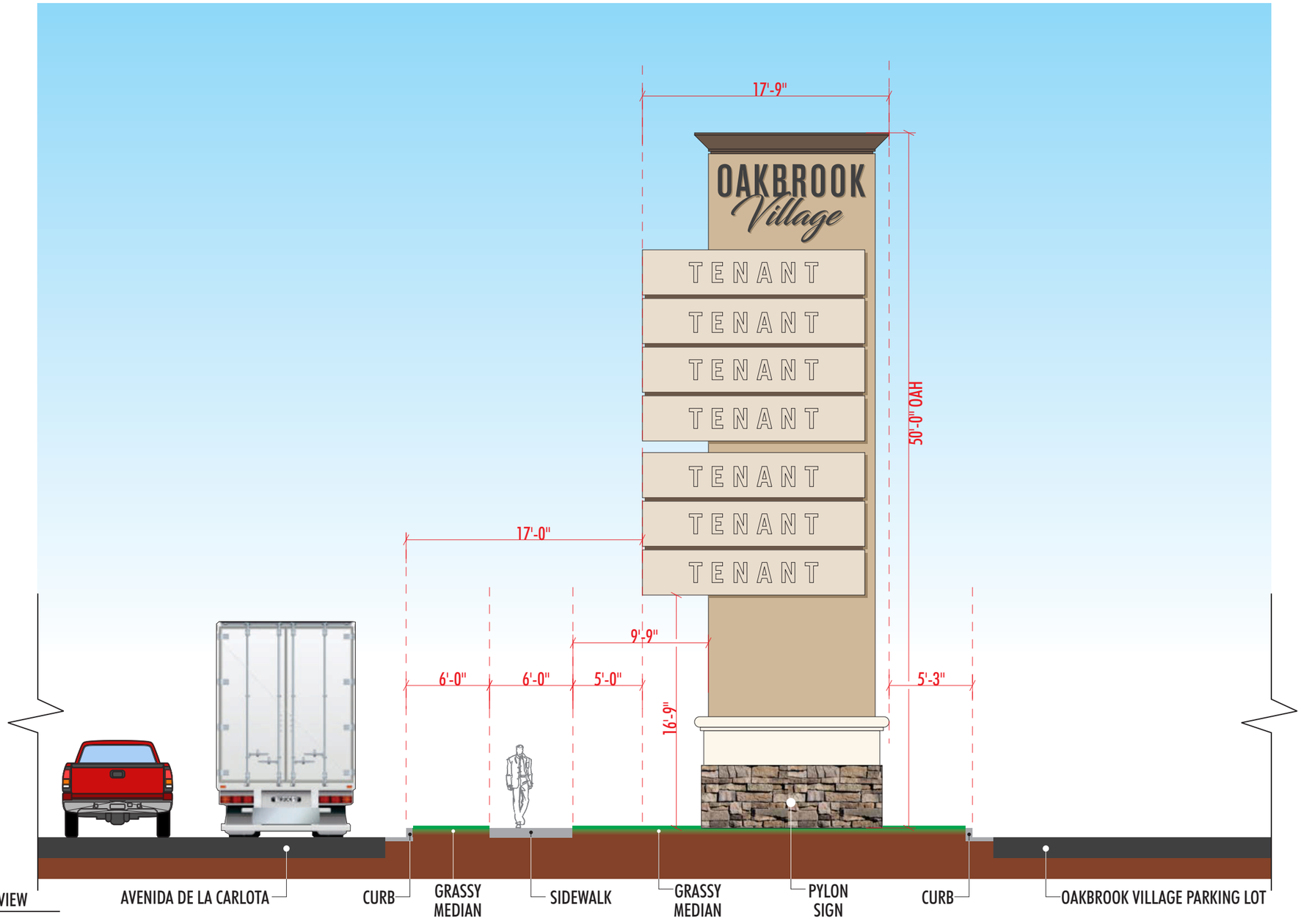
Project: Oakbrook Village
24391 Avenida De La Carlota
Laguna Hills, CA 92653

Revisions: 1 A

Project Reference# 1037203

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Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: P: Project Pylon
Sheet No: 2.00



2 LOCATION ELEVATION VIEW
SCALE: 1/8" = 1' - 0"

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Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: P: Project Pylon, Context View
Sheet No: 2.01



NB Viewpoint on northbound 5 FWY, 1/4 mile from Sign Location

SCALE: NTS

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Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: NB 5 Freeway (Street View)
Sheet No: SV 3.00

Project Pylon

P



SB Viewpoint on southbound 5 FWY, 1/4 mile from Sign Location

SCALE: NTS

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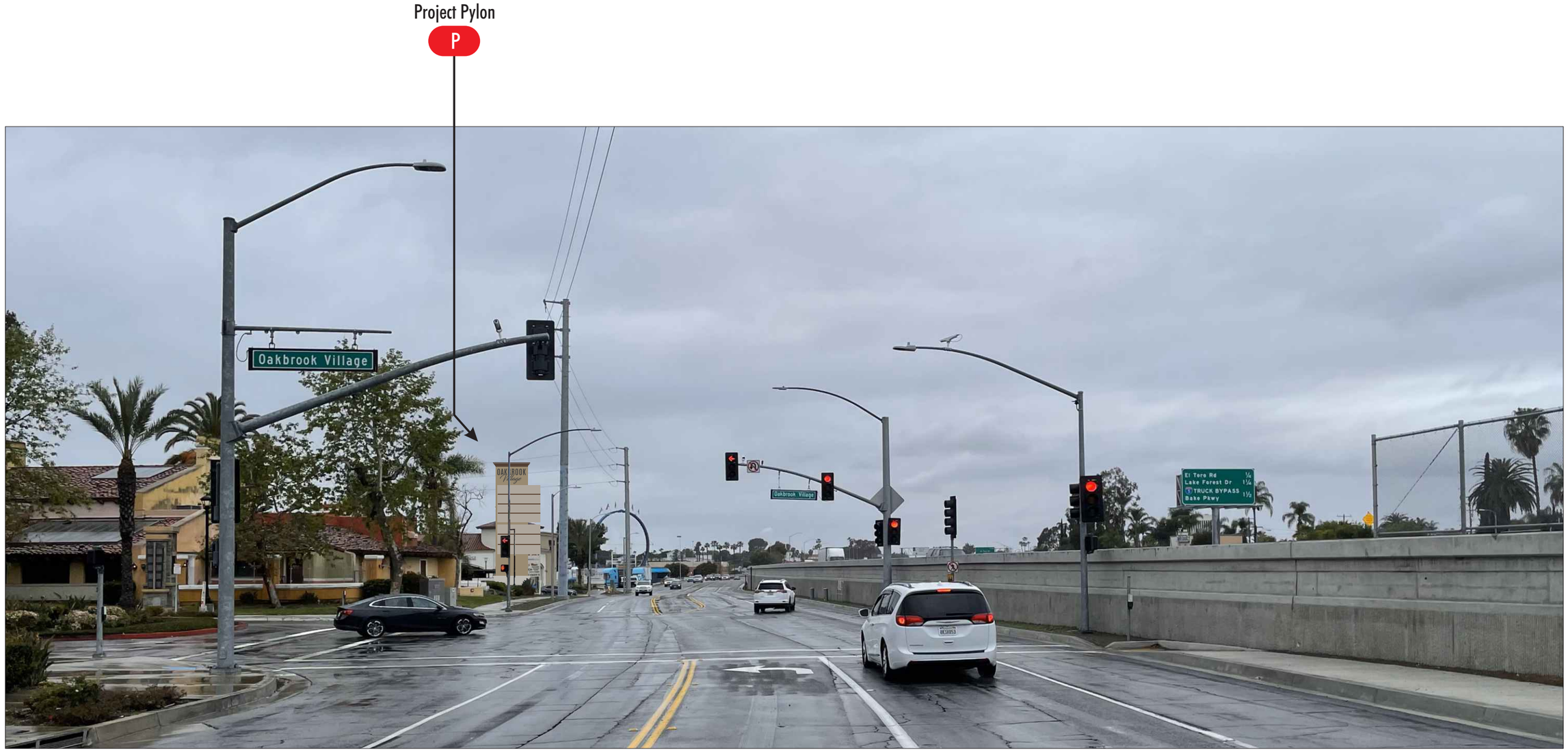
Project:
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Laguna Hills, CA 92653

Revisions:
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Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: SB 5 Freeway (Street View)
Sheet No: SV 3.01



NB Viewpoint on northbound Avenida de la Carlota, 150 yds from Sign Location

SCALE: NTS

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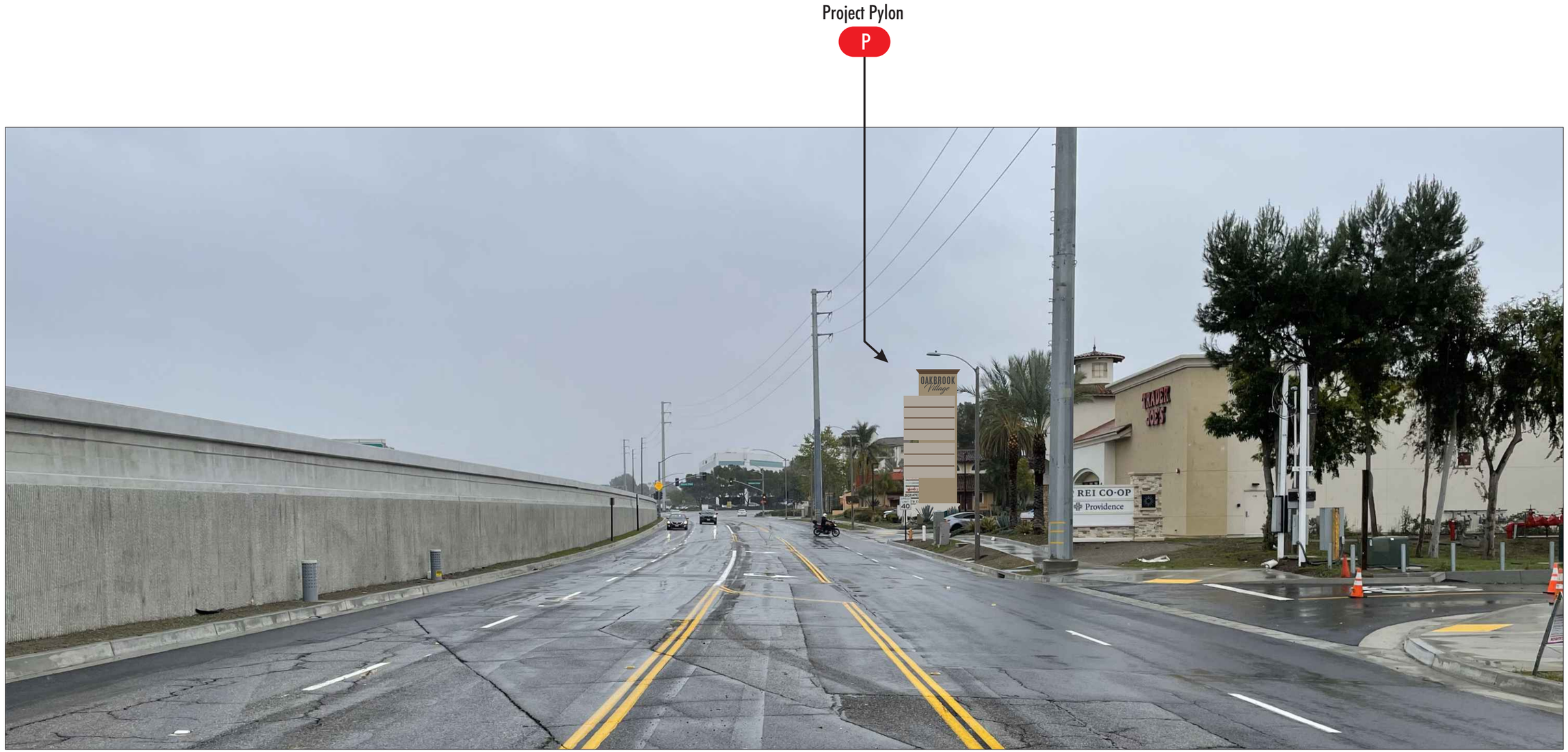
Project:
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24391 Avenida De La Carlota
Laguna Hills, CA 92653

Revisions:
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Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: NB Avenida de la Carlota (Street View)
Sheet No: SV 3.02



SB Viewpoint on southbound Avenida de la Carlota, 150 yds from Sign Location

SCALE: NTS

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Client:
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3425 Via Lido, Ste. 250
Newport Beach, CA 92663

Project:
Oakbrook Village
24391 Avenida De La Carlota
Laguna Hills, CA 92653

Revisions:
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Project No: 154449-R12(conc) RB/LR/SH
Date: 2026-03-19
Sign Type: SB Avenida de la Carlota (Street View)
Sheet No: SV 3.03 9 of 9

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Joe Ames, Assistant City Manager
Issue: Proposed Closures of Southbound Cabot Road by Southern California Gas Company

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

Background:

Southern California Gas Company ("SoCalGas") plans to perform overnight closures of southbound Cabot Road, approximately 300 feet south of La Paz Road, starting in June 2026 and ending mid-November 2026, to replace an inoperable valve on a 30-inch main gas line and to perform a hydrotest of the 30-inch main gas line.

SoCalGas states the work will require the closure of all lanes of southbound Cabot Road, nightly, from 10 PM to 5 AM, Monday through Friday, during the five-month work period. In addition, the #1 northbound lane of Cabot Road will also need to be closed. SoCalGas states they may request extended work hours during "milestone activities," which may involve daytime closures of Cabot Road.

The work requires that SoCalGas apply for an encroachment permit and pay permit and inspection fees to the City for the work on Cabot Road, and requires that the Public Works Director/City Engineer issue an encroachment permit to SoCalGas.

SoCalGas plans to make an informational presentation to City Council on the project using the attached slide deck and will be available to answer questions.

Fiscal Impact:

None associated with the receipt of this agenda report. Encroachment permit fees will be invoiced to SoCalGas in accordance with the City's adopted Fee Schedule once the encroachment permit is ready for issuance.

Attachments:

1. Proposed Presentation Slides



GTSR-L1018-TEST-MISSION VIEJO

SoCalGas

PROJECT DELIVERY MODEL

A SoCalGas Program



Pipeline Mandates

- Federal Mandates

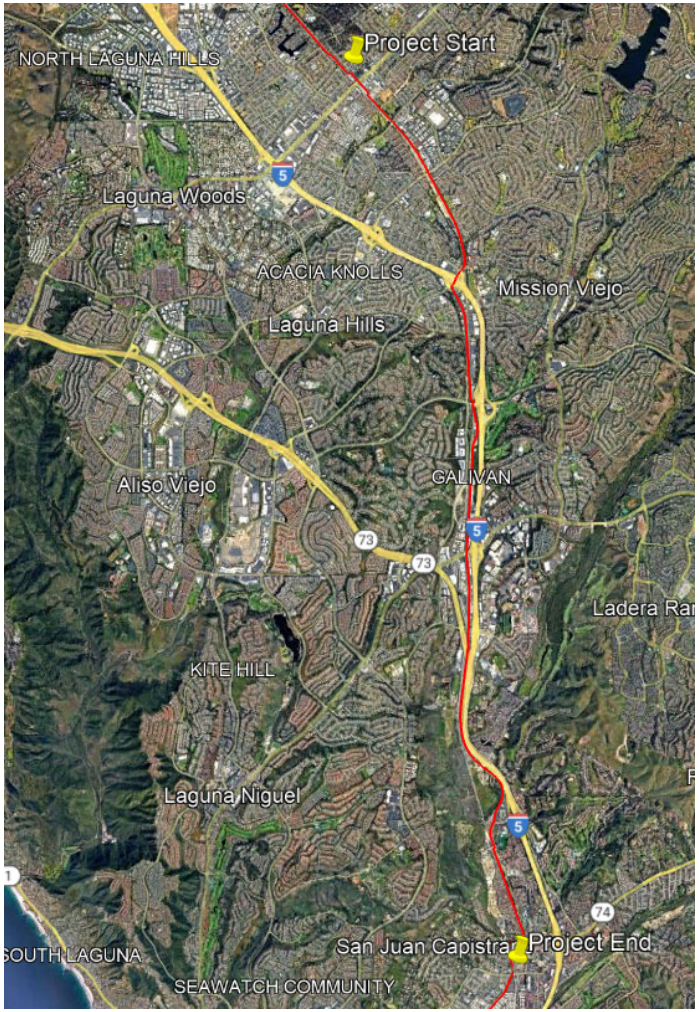
  - Under the US Department of Transportation:
    - Federal Rule Pipeline and Hazardous Material Safety Administration, (PHMSA)
      - Rule: 49 CFR Subpart J
        - Hydrostatic pressure testing is generally used for the post-construction testing of hazardous liquid pipelines and higher stress (> 30% SMYS) natural gas pipelines. Hydrostatic testing is also widely used to periodically assess the integrity of hazardous liquid and gas transmission pipelines. If a pipeline successfully passes a hydrostatic pressure test, it can be assumed that no hazardous defects are present in the tested pipe. This is especially important when dealing with pipe sections that were manufactured prior to 1970 using low-frequency electric resistance welding (LFERW) and lap welding (LW) of the longitudinal seam.



GTSR-L1018-TEST-MISSION VIEJO

- GTSR Scope Criteria:
  - The Gas Transmission Safety Rule (GTSR) applies to natural gas transmission pipelines regulated by the U.S. Department of Transportation. A pipeline is subject to GTSR when it does not have test records that meet the Traceable, Verifiable, and Complete (TVC) standard, meaning the historical pressure test documentation is insufficient to demonstrate compliance with federal safety requirements.

- Scope of Work:
  - Hydrotest 9.9 miles of 30” Pipeline
  - 4 Test Sections/5 Test Breaks
  - Valve Replacements
  - Construction: 6/1/2026 – 11/12/2026
  - 640,000 Gallons of Water



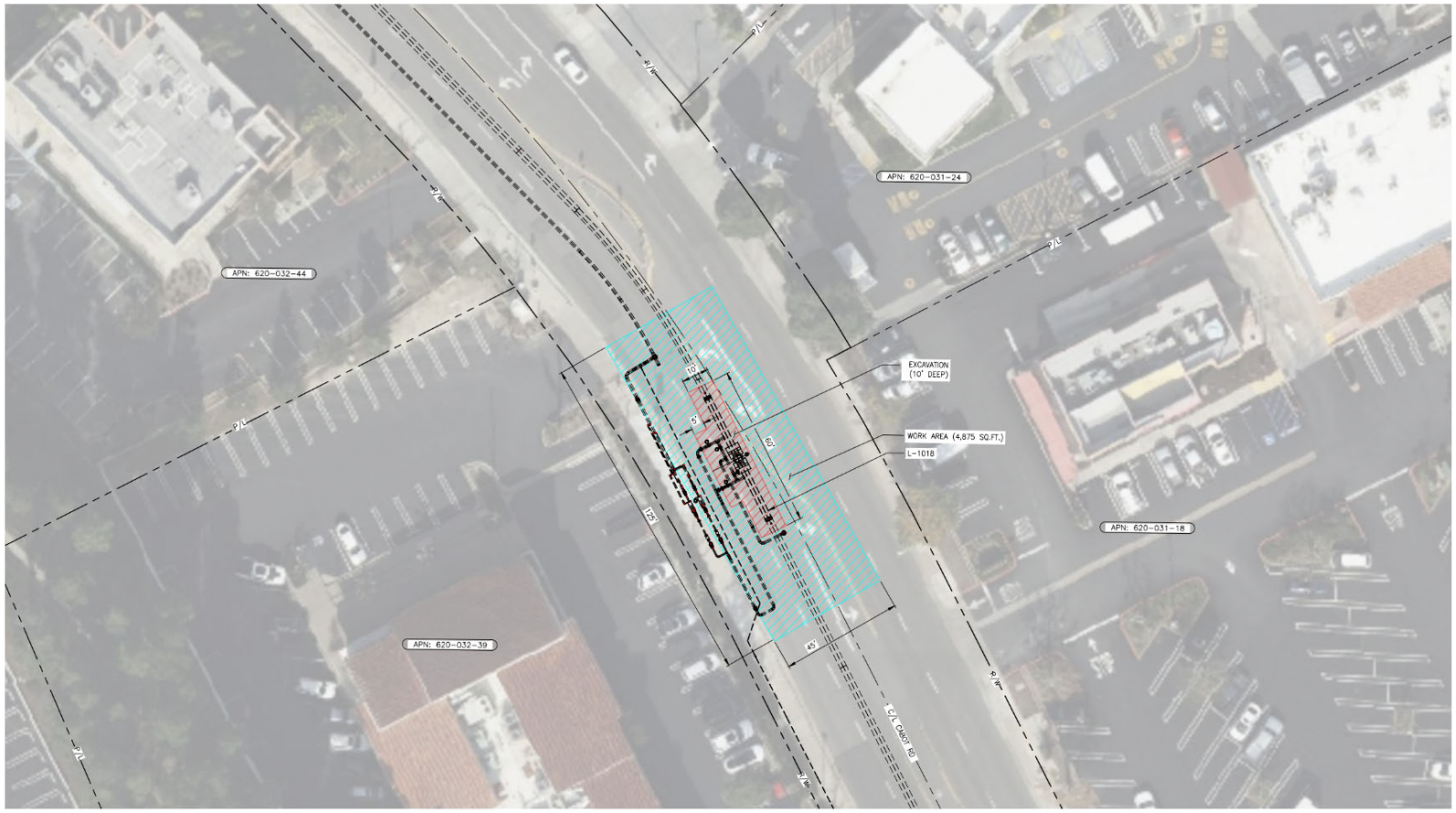
SoCalGas

PROJECT DELIVERY MODEL

A SoCalGas Program



Laguna Hills/Excavation



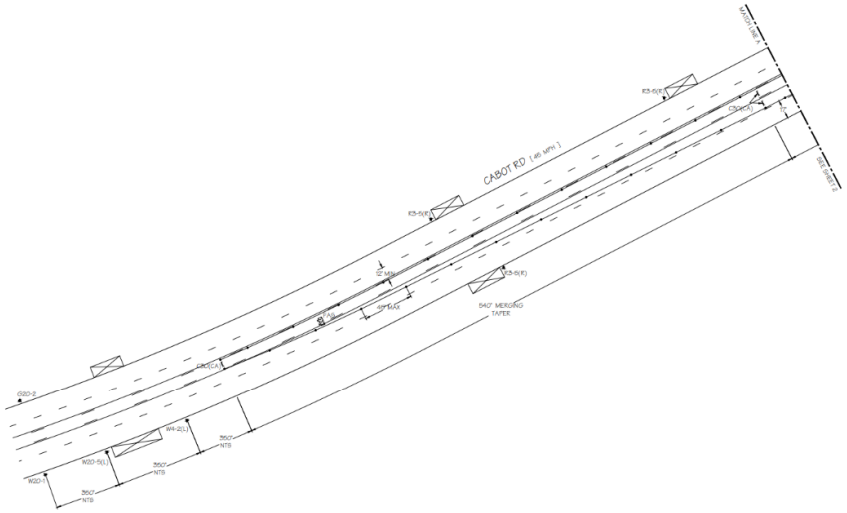
SoCalGas

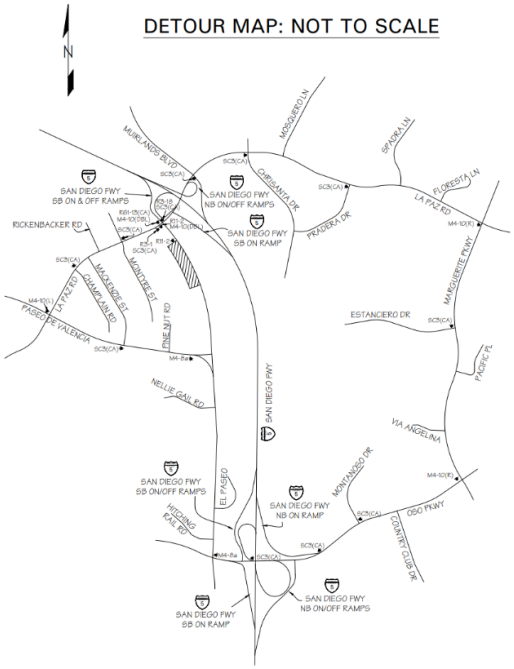
PROJECT DELIVERY MODEL

A SoCalGas Program

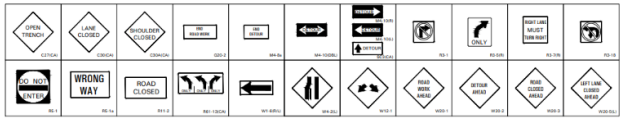


Laguna Hills/Traffic Control Plan







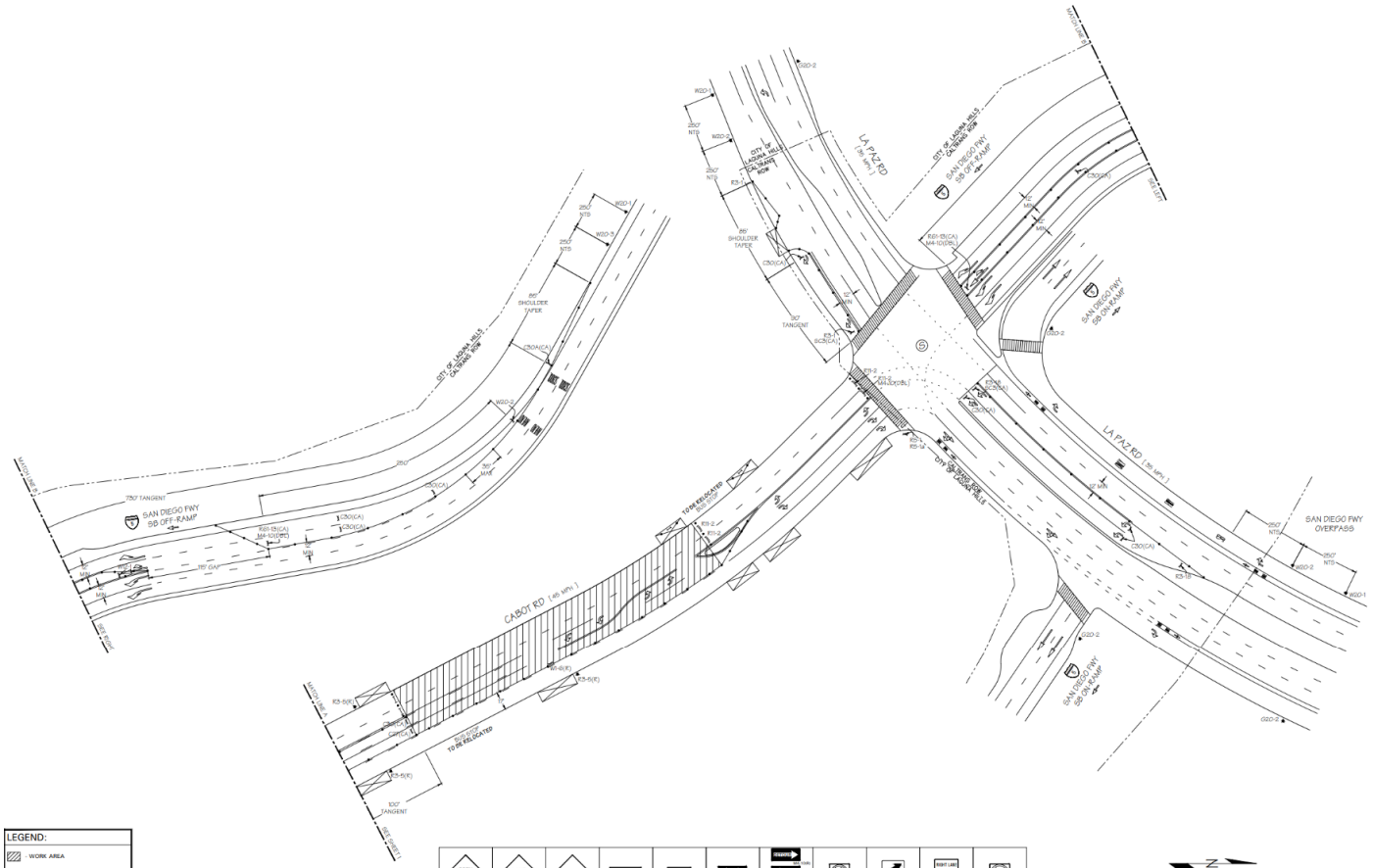


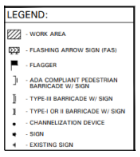
SCOPE OF WORK: EXCAVATION
DURATION: 4 MONTHS
WORK HOURS: 9:00PM-4:00PM (DAILY)

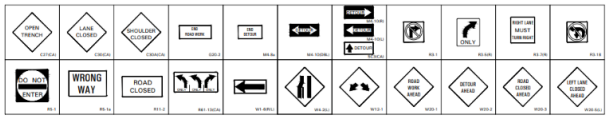
PROJECT DELIVERY MODEL
A SoCalGas Program



Laguna Hills/Traffic Control Plan







PROJECT DELIVERY MODEL

A SoCalGas Program



Contact Information

- Project Managers
  - Richard Yu and Nicole Alves Frigi
    - Email: RYu2@socalgas.com
    - Email: NAlvesFr@socalgas.com

  - Juan Gonzalez
    Public Affairs Manager
    Email: JMGonzalez@socalgas.com

Aaron Ortiz
Community Outreach Manager
Email: AOrtiz2@socalgas.com

SoCalGas

PROJECT DELIVERY MODEL
A SoCalGas Program



- Comments /Questions

SoCalGas

PROJECT DELIVERY MODEL

A SoCalGas Program

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: City of Laguna Hills Banner Program

Recommendation: That the City Council discuss and provide direction on the proposed banner program framework and banner designs.

Background:

At the March 10, 2026, City Council meeting, City staff was directed to return to City Council with the framework for a banner program, as well as additional designs for consideration.

The City maintains decorative street pole banners to enhance the streetscape, promote community identity, and support civic pride. The current banner infrastructure, when all poles are in service, includes 101 banner poles capable of supporting 136 total banners. Forty (40) of the street poles support two banner arms. There are currently three (3) different banner designs (Attachment 1).

A recent field inventory revealed the following missing items: 41 banner arms and hardware, and 63 banners. There are eight (8) arms with hardware and 20 banners in storage.

These findings conclude that the current hardware installed can support 68 banner poles and 94 banners. However, there are currently only 84 banners available. Hardware would need to be purchased and installed for the remaining 33 poles, which would result in the need to purchase an additional 52 banners.

Staff is seeking City Council direction on the preferred program structure for future

banner installations. The following options outline different approaches to banner design and program management.

Option 1: Two Permanent Designs with One Special Event Design

Under this option, the City would install two (2) permanent banner designs to remain on display year-round. A third banner design would be reserved for holidays, seasonal messaging, or special community events. It is anticipated that the third design would change up to three (3) times per year, with the intent to reuse the same designs annually.

The permanent designs would provide a consistent visual identity across the City, while the special design could be temporarily installed during specific periods.

Examples of potential uses for the special banner include:

- Holidays and seasonal celebrations
- Community festivals or signature events
- Civic anniversaries or milestone celebrations
- Community awareness campaigns

Example Distribution
Permanent banners could be installed across the system as follows:

- 46 banners – Design A (Shop, Dine, Play)
- 45 banners – Design B (Civic Center/Patriotic)
- 45 banners – Design C (rotating/seasonal)

Option 2: Three Permanent Banner Designs (Current program)

This option would establish three permanent banner designs that remain installed year-round with no seasonal rotation.

The designs would be coordinated as a cohesive design family and distributed throughout the city to create visual variety while maintaining a consistent identity.

Example Distribution
The 136 banners could be distributed with the three permanent designs as follows:

- 46 banners – Design A (Shope, Dine, Play)
- 45 banners – Design B (Civic Center/Patriotic)
- 45 banners – Design C (Subscribe to *The Roundup*, welcome, other design)

Option 3: One Rotating Banner Design

Under this option, the City would display one banner design at a time across all poles, with banners rotating throughout the year to reflect seasonal themes, holidays, or community events.

All 136 banners would be changed simultaneously according to a predetermined schedule.

Example Rotation Schedule

- Winter/Holiday Season
- Spring/Summer Season
- Fall Season

Additional special designs could also be incorporated for major city events if desired.

New design ideas are included in Attachment 2, including an option for the poles with double arms to have a larger picture spread across both banners.

Fiscal Impact:

The fiscal impact of the banner program depends on fabrication costs, installation costs, and a contingency for hardware replacement and banner design and printing. The costs listed below assume that all 136 banners will be replaced and all banners currently hanging will be retired. The banner program is currently not budgeted for and funds would need to be allocated from the general fund. The average cost per banner is $100; however, the cost decreases with the quantity ordered. Depending on which option is chosen, the ongoing annual costs will be for installation, reprinting any banners, and special one-off designs.

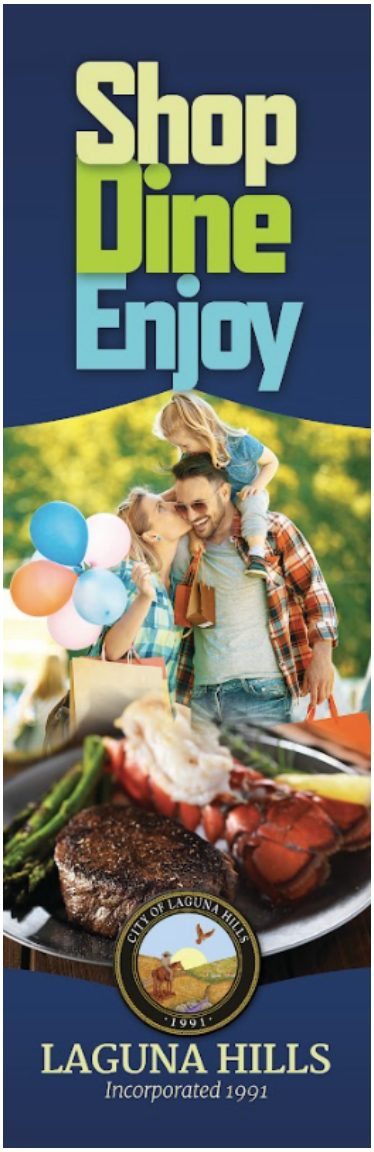
Cost Category	Option 1: 2 Permanent + 1 Special (Special design changes 3 times/year, 5 banner designs total)	Option 2: 3 Permanent Designs	Option 3: Rotating Banner (3x/year)
Banner fabrication	$22,600	$13,600	$13,600
Installation/removal	$33,900	$20,400	$61,200
Subtotal	$56,500	$34,000	$74,800
20% contingency	$11,300	$6,800	$14,960
Design cost (estimated $450/banner)	$2,250	$1,350	$1,350
Total Estimated Cost	**$70,050**	**$42,150**	**$91,110**

Attachments:

1. Attachment 1: Current Banner Designs
2. Attachment 2: New Design Ideas

Attachment 1:

Current Banner Designs







This design is slightly different from the actual banner. The actual banner has a blue bottom and font that match the other two banners.

Attachment 2:

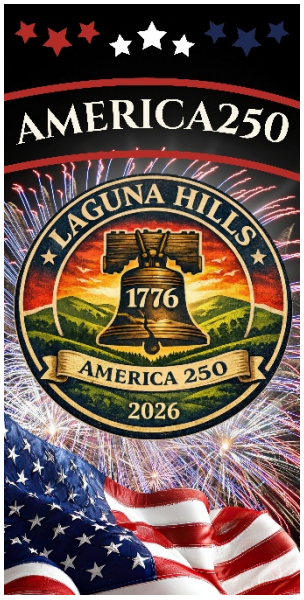
Additional Banner Design Ideas

A. Sample banner for street poles with two arms



B. America250 Design Ideas







C. *The Roundup* Design Idea



City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Holland Gannon, Community Services Director
Issue: City of Laguna Hills America250

Recommendation: That the City Council approve the plans for America250 in Laguna Hills.

Background:

On July 4, 2026, the United States will commemorate the 250th anniversary of the signing of the Declaration of Independence. This historic initiative, referred to as America250, is expected to be celebrated nationwide through community events, educational initiatives, and service opportunities that recognize the nation's history and ideals.

The City of Laguna Hills has a strong tradition of celebrating patriotic holidays and fostering community engagement through events such as the annual Memorial Day Race and 4th of July Celebration. The nation's semiquincentennial milestone presents a unique opportunity to expand on these traditions and bring the community together in a meaningful and celebratory way.

Staff proposes that Laguna Hills recognize America250 through a series of programs and activities taking place between Memorial Day and the 4th of July, emphasizing community, service, education, and celebration. The events throughout the timeframe will be part of a series called "America250 in Laguna Hills."

Staff has developed a conceptual framework for the America250 in Laguna Hills celebration centered around four key themes:

- Community – Encouraging neighborhood participation and bringing residents together through community-driven events.
- Service – Promoting volunteerism and civic pride through service-oriented activities.
- Education – Providing opportunities for residents, families, and youth to learn more about American history and the founding of the nation.
- Celebration – Hosting fun, family-friendly events that celebrate patriotism and community spirit.

Proposed initiatives include the following:

Service Activities:

- Community trash cleanup day
- Rooted event

Community Events:

- Community Baseball Day (TBD)
- Patriotic and educational movie nights at the Community Center
- Independence Hall video playing throughout the day on the Community Center and Civc Center televisions

Neighborhood Events:

- Call for “neighborhood captains” to help organize parties in neighborhood parks
- City will allocate“Block Party Bucks” funding to help reimburse neighborhood captains

Arts and Décor

- Patriotic tile painting program
    - Give tiles to youth in the City via schools, nonprofit organizations, and at the Community Center
    - Creation of a “Freedom Wall” showcasing community artwork and messages celebrating America250. The Parks and Recreation Commission

will hold an unveiling ceremony
- Flags at entry monuments
- Red, white, and blue uplighting for trees along Paseo de Valencia and Alicia Parkway
- Flag photo op in the Community Center Courtyard
- Installation of StoryWalk at Knotty Pine Park. First “story” will be the Declaration of Independence
- America250 Street Pole Banners

Giveaways using logo (Attachment 1)

- Shirts
- Frisbees
- Hats
- Pinwheels

Additional 4th of July Celebration Enhancements

- Declaration of Independence signing photo op
- Fife and Drummer Band
- Additional Stage Lighting
- Larger fireworks display (approved at the January 24, 2026 City Council meeting)
- "250" photo op

These programs are intended to create multiple opportunities for residents to participate throughout the celebration period while highlighting community in Laguna Hills.

Fiscal Impact:

Staff estimates that the cost of America250 in Laguna Hills will be approximately $100,000. It is anticipated that the recent donation from CR&R will cover the cost of the event series.

Attachments:

1. Attachment 1: America250 in Laguna Hills Logo

Attachment 1:

America250 in Laguna Hills Logo



City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Joshua Sweeney, Council Member
Issue: Discussion of a Proposed City Council Policy Establishing A City Council Meeting Curfew

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

Background:

At the March 10, 2026, City Council meeting during City Council Member comments, Councilmember Sweeney requested and Mayor Pro Tem Mathis seconded placing on the March 24, 2026, City Council meeting agenda an item for discussion establishing a scheduled time to end City Council meetings ("City Council meeting curfew") and a scheduled time to review remaining agenda items to evaluate which items would be considered prior to the curfew.

As only one example, since 1990, the City of Mission Viejo has an established curfew time for its City Council meetings. Mission Viejo's Council Policy, *City Council Meeting Rules of Order and Procedures*, establishes this procedure regarding review of agenda items and city council meeting curfew:

> "Review of Remaining Agenda Items. At the hour of 9:30 p.m., the City Council will review the remaining Agenda items and make a decision regarding which items will be considered before the 11:00 p.m. curfew and which items will be continued to the next meeting.
>
> City Council Meeting Curfew. The City Council Meeting curfew is 11:00 p.m. A three-fifths vote of the Council is required to extend a meeting beyond that hour."

As another example, the City of Irvine sets a curfew time at midnight and review of remaining agenda items at 11:00 p.m.

Councilmember Sweeney respectfully requests that City Council discuss establishing a time-certain curfew and a time-certain review of remaining agenda items for City Council meetings, and provide direction to City staff on whether to return to City Council with a new City Council policy establishing the same.

Fiscal Impact:

None associated with receiving this agenda report.

Attachments:
None

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: March 24, 2026
To: Mayor and Council Members
From: Don Caskey, Mayor
Jared Mathis, Mayor Pro Tempore
Issue: Village at Laguna Hills Ad-Hoc Committee Update Report

Recommendation: That the City Council receive and file the oral report from Mayor Caskey and Mayor Pro Tem Mathis.

Background:

Fiscal Impact:

Attachments:
None